

RUTHERFORD,
TAYLOR &
COMPANY, P.C.
Certified Public Accountants

#14,342(1)

FILED FOR RECORD
at 12:30 o'clock P M
OCT 25 2016
JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By *Jennifer Lindenzweig*

2802 Washington Street

Greenville, Texas 75401

(903) 455-6252

Fax (903) 455-6667

October 17, 2016

Honorable County Judge
and Commissioners
of Hunt County, Texas

We are pleased to confirm our understanding of the services we are to provide the Hunt County, Texas (County) for the year ended September 30, 2016. We will audit the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information which collectively comprise the basic financial statements of the Hunt County, Texas as of and for the year ended September 30, 2016. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary Comparison Schedules – General Fund and Other Major Special Revenue Funds with legally adopted budgets.

We have also been engaged to report on supplementary information other than RSI that accompanies the County's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the basic financial statements as a whole:

1. Schedule of expenditures of federal awards.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on –

- Internal control related to the financial statements and compliance with laws, regulation, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Uniform Guidance, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the results of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over compliance for major programs and major program compliance and the results of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (3) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance and Uniform Guidance in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provision of Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance and other procedures we consider necessary to enable us to express such opinions and to render the required reports. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable for form and have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

We will prepare the trial balance for use during the audit. Our preparation of the trial balance will be limited to formatting information into a working trial balance based on management's chart of accounts.

Management is responsible for the basic financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with

the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirement of Uniform Guidance. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards and related notes prior to their issuance and have accepted responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation in the financial statements in conformity with U. S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally as required by Uniform Guidance, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review during our fieldwork visit.

You are responsible for preparation of the schedule of expenditures of federal awards in conformity with Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that include our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with Uniform Guidance; (2) that you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with Uniform Guidance; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes);

and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives sections of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U. S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform appropriate levels of management of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform appropriate levels of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential and of any material abuse that come to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from the County's attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures – Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and accordingly, no opinion will be expressed in our report on internal control issued pursuant to Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards* and Uniform Guidance.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the County's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *Uniform Guidance Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the County's major programs. The purpose of these procedures will be to express an opinion on the County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to Uniform Guidance.

Engagement Administration, Fees, and Other

We understand that County employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule or prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the reporting period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide fifteen (15) copies of our reports to the County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be available for public inspection.

The audit documentation for this engagement is the property of Rutherford, Taylor & Company, P.C. and constitutes confidential information. However, pursuant to authority given to it by law or regulation, we may be requested to make certain audit documentation available to the state grantors or their designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Rutherford, Taylor & Company, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the state grantors. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Robert K. Lake is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word-processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$ 42,450. If the provisions of Uniform Guidance that relate to the Single Audit Act apply to the County the fee will not exceed an additional \$ 2,950 for the audit procedures related to the Uniform Guidance requirements. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered upon completion of the audit reports and are payable on presentation. The above fee is based on anticipated cooperation from County personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with management and arrive at a new fee estimate before we incur the additional costs.

WILF & HENDERSON, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

Member of American Institute of Certified Public Accountants
Member of Private Companies Practice Section
Member of AICPA Governmental Audit Quality Center

System Review Report

May 27, 2016

To Rutherford, Taylor & Company, P. C.
and the Peer Review Committee of the Texas Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Rutherford, Taylor & Company, P. C. (the firm) in effect for the year ended December 31, 2015. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standard*.

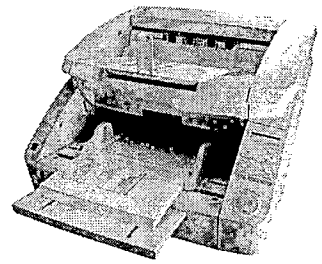
In our opinion, the system of quality control for the accounting and auditing practice of Rutherford, Taylor & Company, P. C. in effect for the year ended December 31, 2015, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Rutherford, Taylor & Company, P. C. has received a peer review rating of *pass*.



Wilf & Henderson, P. C.

#14.342(2)

Estimate



Scanner Express
7600 John W. Carpenter Frwy, #18
Dallas, TX 75247
(214)298-7874
accounting@scannerepress.net

ADDRESS
Mrs. Stacey Landrum
Hunt County District Clerk
2507 Lee St. 2nd Floor
Greenville, TX 75401

SHIP TO
Mrs. Susan Spradling
Hunt County District Clerk
2507 Lee St. 2nd Floor
Greenville, TX 75401

FILED FOR RECORD
at 12:30 o'clock P M

OCT 25 2016

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

ESTIMATE #	DATE	EXPIRATION DATE
1009	10/06/2016	12/31/2016

SHIP VIA
Technician

DESCRIPTION	QTY	RATE	AMOUNT
3646A002AF MS-300 Microfilm Scanner Main Unit	1	4,800.00	4,800.00
3661A002AA Auto Carrier 100M (TO BE MOVED FROM THE MP-90 TO THE MS-300)	0	950.00	0.00
3650A002AA Interface PCB for FP-450 Laser Printer	1	650.00	650.00
3678A004AA Canon EZ-02 16x - 32x Micro Zoom lens (TO BE MOVED FROM THE MP-90 TO THE MS-300)	0	450.00	0.00
0190V289 Workstation V Pedestal for Scanner and Printer	1	250.00	250.00
1277A003AA Canon File Print 450 Laser Printer	1	900.00	900.00
MP-400 MP-400 TONER CARTRIDGE	1	210.00	210.00
INSTALLATION Installation, Setup and Training	1	250.00	250.00
Warranty 90 Day Warranty	1	0.00	0.00
Discount Trade Allowance for Canon MP-90 Reader/Printer	1	-1,500.00	-1,500.00

TOTAL

\$5,560.00

Accepted By

Accepted Date



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



#14,342(3)

MEMORANDUM

Date: 10/12/16
 TO: Cheryl Lowry, Purchasing Department
 FROM: Alan Geer, Lt. Support Services
 SUBJECT: Surplus Vehicle, HC# 13548

FILED FOR RECORD
 at 12:30 o'clock P M
 OCT 25 2016
 JENNIFER LINDENZWEIG
 County Clerk, Hunt County, TX
 By: *J. Lindenzweig*

It is requested the Commissioner's Court consider the City of Quinlan request for the surplus 2009 Dodge Charger, VIN# 2B3LA43T19H537025, HC# 13548.

- Attached Equipment:
- Whelen Light Bar
 - Jotto Console
 - NXC Radar box HC # 08824
 - Gun Rack
 - Stalker Radar HC # 08300



Quinlan Police Department

P.O. Box 2740 - 104 East Main St.

Quinlan, TX 75474

Ph. (903) 356-2500 ~ Fax (903) 356-2501

To: Hunt County Sheriff's Office / Hunt County Commissioners Court

Ref: Dodge Charger.

We are requesting the assistance of the Hunt County Sheriff's Office in the form of a donated Dodge Charger patrol vehicle.

Due to our recent budget, we were unable to obtain a needed patrol vehicle for our agency. It has come to our attention that the Sheriff's office has an unused or downed Charger, and we ask that our agency may obtain this vehicle for our patrol purposes.

Thank you for your time and consideration in this matter.

Chief of Police

A handwritten signature in black ink, appearing to be "J. Thornburg", is written over a horizontal line.

J. Thornburg

Date: _____

10/6/16

RELIABLE CHEVROLET

HOME OF THE ENFORCER POLICE PACKAGE

#14,342(4)

Quote



Date	October 11, 2016
Valid Until	NOVEMBER 16TH 2016
Quote #	CHERYL LOWRY
Customer ID	HUNT COUNTY

Customer:

HUNT COUNTY
CHERYL LOWRY

BLACK EXTERIOR

2017 TAHOE 2WD 9C1

FILED FOR RECORD
12:30 o'clock
OCT 25 2016
JENNIFER LINDENZWEIG
By County Clerk, Hunt County, TX

Quote/Project Notes

THIS QUOTE USES TARRANT CO 2016-006
REMINDER: TARRANT COUNTY CONTRACTS DO NOT INCLUDE ONSTAR (WHICH CANCELS BLUETOOTH COMPATABILITY) AND DOES NOT INCLUDE SCHEDULED DEALER SERVICE MAINTENANCE FOR 2YR/24K

Description	Line Total
2017 TAHOE 9C1 PURSUIT 2WHDR, ITEM 5, BASE BID	30699.00
7X6 - LH SPOTLAMP	331.00
VENDOR INSTALL PROGARD CENTER MOUNT PUSH BAR	110.00
TOTAL OF BID FOR ITEM 5	31,140.00
PLUS THE FOLLOWING OPTIONS PER BUDDY:	
AZ3 - CLOTH FRONT SEATS, 5T5 - VINYL REAR SEAT, VK3 - FRT LIC PLATE	-
1LR - CITY BRAKE PACKAGE	-
K7X6LED - UPGRADE LED SPOTLIGHT FROM KERR (\$520 - 331 = \$189 UPGRADE COST)	189.00
V76 - FRONT RECOVERY HOOKS (FOR EASE OF INSTALLING PUSH BAR)	50.00
6J3 - GRILLE LAMP AND SIREN SPEAKER WIRING \$92 6J4 - HORN AND SPEAKER WIRING \$41	133.00
UE1 - ONSTAR (FOR BLUETOOTH COMPATIBILITY)	85.00
6N5 - REAR WINDOW SWITCHES INOP \$57 6N6 - REAR DOOR LOCKS / DOOR HANDLES INOP \$59	116.00
6J7 - HEADLAMP / TAILLAMP FLASHER SYSTEM \$495 6C7 - RED/WHITE FRONT DOME LIGHT \$170	665.00
JF4 - POWER ADJUSTABLE PEDALS	150.00
AMF - 6 ADDITIONAL KEYLESS REMOTES \$75 5HP - 6 ADDITIONAL KEYS \$40 6E2 - COMMON KEY \$25	140.00
UTQ - CONTENT THEFT ALARM DISABLE	50.00
DELIVERY (OPTIONAL) FROM RELIABLE TO GREENVILLE, TX - 55 MI x \$1.25/M = \$68.75	68.75

Special Notes and Instructions

THIS PRICE IS GOOD THROUGH NOVEMBER 16TH, 2016

THIS QUOTE DOES NOT INCLUDE DEALER SCHEDULED MAINTENANCE

COPY OF INTERLOCAL WITH TARRANT CO REQUIRED FOR AUDIT PURPOSES

PURCHASE ORDER IS REQUIRED TO SUBMIT WITH ORDER NUMBERS TO GM

Subtotal	\$	32,786.75
Discount		-
Sales Tax Rate	%	0.00
Sales Tax		-
Total	\$	32,786.75

TOTAL FOR (5) UNITS \$ 163,933.75

Above information is not an invoice and only an estimate of services/goods described above.

Payment will be collected in prior to provision of services/goods described in this quote.

Please confirm your acceptance of this quote by signing this document

Signature

Print Name JENNIFER L. HORN

Date 10/25/2016

Thank you for your business!

Should you have any enquiries concerning this quote, please contact Doug Adams on 972-952-1561



Rush Truck Center, DFW

515 N Loop 12
Irving, TX 75061
972-445-7505

Customer Proposal Letter

#14,342(7)

Hunt County
2500 Lee Street
Greenville, TX 75401
(903) 408-4148
Cheryl Lowry

FILED FOR RECORD
at 12:32 o'clock P M
OCT 25 2016
By JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX

Cheryl Lowry, thank you for the opportunity to earn your business. We look forward to working with you on your business needs. Please accept the following proposal.

VEHICLE

Make Peterbilt Model 567 Year 2017 Stock Number To Be Determined
Additional Vehicle and Accessories Description To be delivered on or about 11/30/2016

567 Day Cab
Cummins ISX 475 HP

Quantity	1	Total
Truck Price per Unit	\$111,556.00	\$111,556.00
F.E.T. (Factory & Dealer Paid)	\$0.00	\$0.00
Net Sales Price	\$111,556.00	\$111,556.00
Optional Extended Warranty(ies)		
State Sales Tax		
License/Title/Registration	\$5.00	\$5.00
Documentary Fee	\$250.00	\$250.00
Administration Fee		
Vehicle Inventory Tax		
Additional Taxes		
Tire Recycling Program		
Battery Disposal Fee		
Out of State Vehicle Fee		
Rebate(s)		
Total Sales Price (Including Rebate(s))	\$111,811.00	\$111,811.00
Trade Allowance (see DISCLAIMER Below)		\$0.00

Sales Representative David Graham
 Purchaser [Signature]
 Accepted by Sales Manager or General Manager [Signature]

Quote good until 11/1/2016 Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.

DISCLAIMER: Any order based on this Proposal subject to Customer executing Dealer's standard form Retail Purchase Order incorporating above terms. Any documentary fees, state tax, title, registration and license fees subject to adjustment and change. Actual F.E.T. to be paid by Dealer, subject to adjustment. Any F.E.T. variance will be responsibility of Dealer. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If Quoted Vehicle(s) not currently in Dealer's stock, Dealer reserves right to change Quotation Total to reflect any price increases from Manufacturer. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer not obligated to retain any specific vehicles in stock, nor maintain any specific inventory level. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) not in stock or available within requested delivery schedule at time Proposal accepted. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s), where such inability or delay is due, in whole or in part, to any cause beyond the reasonable control of Dealer or is without the gross negligence or intended misconduct of Dealer. Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of this Proposal by Customer.

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

Vendor	RUSH TRUCK CENTER	Date Prepared	10/18/2016
Contact for Vendor:	COLTON KRUSE	Phone	(830) 302-5219
End User:	County of Hunt		
End User Contact:	Cheryl Lowry	Phone/Fax	(903) 408-4148
Product Description:	2017 Peterbilt 567 Tractor		

A: Base Price in Bid/Proposal Number: 430-13		Series: 567		\$102,971.00	
B: Published Options (Itemize Below)					
	DESCRIPTION	AMOUNT	OPT #	DESCRIPTION	AMOUNT
Peterbilt	Holland FW35 Fifthwheel Top Plate	\$ 2,044.00	RTC-1059	Lot Insurance	\$ 546.00
Peterbilt	Diff Lock Tandem Axles	\$ 1,751.00	RTC-1060	Floor plan interest	\$ 538.00
Peterbilt	ISX15 475@1800 GOV@1800 1650@1000	\$ 2,385.00			
Peterbilt	Exhaust Dual Side of Cab, LH Side of Cab Stack	\$ 1,176.00			
Subtotal Column 1:		\$ 7,356.00	Subtotal Column 2:		\$ 1,084.00
Published Options added to Base Price (Subtotal of "Col 1" & "Col 2")					\$ 8,440.00

C: Subtotal of A + B				\$111,411.00	
D: Non Published Options					
Subtotal Column 1:			Subtotal Column 2:		\$ -

Unpublished Options added to Base price (Subtotal "Col 1 + Col 2")

E: Contract Price Adjustment (If any, explain here)

F: Total of C + D +/- E \$111,411.00

G: Quantity ordered Units: 1.00 x F \$ 111,411.00

H: BUYBOARD Administrative Fee % \$ 400.00

I: Non-Equipment Charges & Credits (I.e.: Ext. Warranty, Trade-In, Delivery, etc.)

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I) \$111,811.00

14,344

GREAT FUTURES START HERE.



BOYS & GIRLS CLUB
OF NORTHEAST TEXAS

FILED FOR RECORD
at 12:30 o'clock P M
OCT 25 2016
JENNIFER LINDENZWEIG
County Clerk, Hunt County TX
By [Signature]

INVOICE

903-455-9233
accounts@begreatnext.org

PO Box 1876
Greenville, Texas

Attention: Amanda Blankenship and Michelle Gregory
Hunt County
PO Box 1097
Greenville, Texas 75404

Date: 10/03/2016

Grant: Quarterly Installment for the Boys & Girls Club of Northeast Texas

Invoice Number: HC2016Q3

Terms: 30 Days

Description	Amount
Q3 2016 Installment	\$1,750.00
Subtotal	\$ 1,750.00
Total	\$ 1,750.00

Thank you for your generous support to the Boys & Girls Club of Northeast Texas! Great Futures start here.

The Boys & Girls Club of Northeast Texas is a 501(c)3 organization. Donations are tax deductible.

#14,345

PROCLAMATION
Home Care & Hospice Month
November 2016

FILED FOR RECORD
at 12:30 o'clock P M
OCT 25 2016
JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX

WHEREAS, home care services provide high quality and compassionate health care services to those in need, especially at times of community or personal health care crisis; and,

WHEREAS, home care is the most preferred method of health care delivery among disabled elderly, and chronically ill individuals eager to live independently in their own homes as long as they possibly can; and,

WHEREAS, home care in Texas is a growing alternative to hospitalization or other institution-based forms of health care for acute and chronic illnesses, providing care to hundreds of thousands of Texans each year; and,

WHEREAS, hospice care provides humane and comforting support for terminally ill patients and their families, including pain control, palliative medical care, and social, emotional and spiritual services; and,

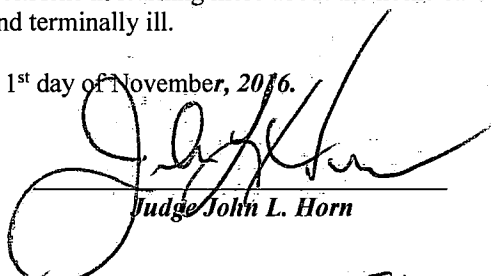
WHEREAS, hospice fulfills basic human needs of feeling comfortable in familiar surroundings and of attaining physical and emotional peace during the last stage of life; and

WHEREAS, there is a need to increase public discussion about advances in pain control and the care options available to individuals of all ages, races and backgrounds who are at the end of life; and

WHEREAS, the Texas Association for Home Care & Hospice, and home care and hospice providers in Texas have declared November 2016 as "Home Care and Hospice Month" with the theme of "The Care You Need – in the Home You Love" and are calling on all Texans to observe this occasion with appropriate ceremonies and activities;

NOW, THEREFORE, BE IT PROCLAIMED, by the Hunt County Commissioners Court that November 2016 be recognized as "**HOME CARE AND HOSPICE MONTH**" in Hunt County, and encourage the support and participation of all citizens in learning more about the home care and hospice philosophy of care for the elderly, disabled, and terminally ill.

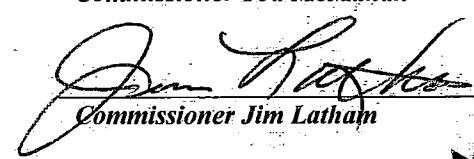
In official witness whereof this 1st day of November, 2016.

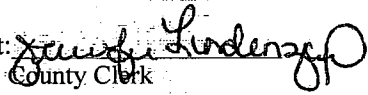

Judge John L. Horn

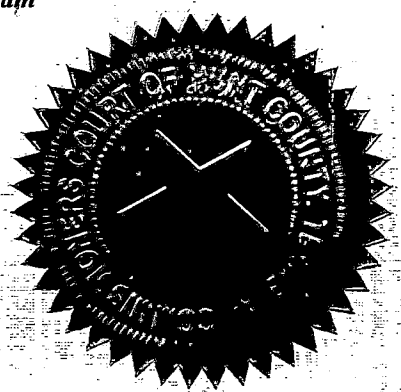

Commissioner Eric Evans


Commissioner Tod McMahan


Commissioner Phillip Martin


Commissioner Jim Latham

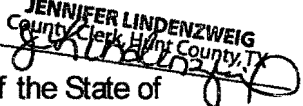
Attest: 
County Clerk



#14,346

FILED FOR RECORD
at 12:30 o'clock P M

OCT 25 2016

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By: 

RESOLUTION EXPRESSING INTENT TO
FINANCE EXPENDITURES TO BE INCURRED

WHEREAS, Hunt County, Texas (the "Issuer"), is a political subdivision of the State of Texas authorized to finance its activities by issuing obligations; and

WHEREAS, the Issuer will make, or has made not more than 60 days prior to the date hereof, payments with respect to the acquisition, construction, reconstruction or renovation of the property listed on Exhibit A attached hereto (collectively, the "Financed Project"); and

WHEREAS, the Issuer has concluded that it does not currently desire to issue obligations to finance the costs associated with the Financed Project; and

WHEREAS, the Issuer desires to reimburse itself for the costs associated with the Financed Property from the proceeds of obligations to be issued subsequent to the date hereof; and

WHEREAS, the Issuer reasonably expects to issue obligations to reimburse itself for the costs associated with the Financed Property.

NOW, THEREFORE, be it resolved that:

Section 1. The Issuer reasonably expects to reimburse itself for costs that have been or will be paid subsequent to the date that is 60 days prior to the date hereof and that are to be paid in connection with the acquisition, construction, reconstruction or renovation of the Financed Property from the proceeds of obligations to be issued subsequent to the date hereof.

Section 2. The Issuer reasonably expects that the maximum principal amount of obligations issued to reimburse the Issuer for the costs associated with the Financed Property will not exceed \$2,916,000.

ADOPTED THIS 25 DAY OF OCTOBER, 2016, by the COMMISSIONERS COURT OF HUNT COUNTY, TEXAS.

HUNT COUNTY, TEXAS

By: 
Title: County Judge

EXHIBIT A
DESCRIPTION OF PROPERTY

<u>Purpose/Project</u>	<u>Amount</u>
Acquisition of hardware, software and technology equipment for County departments, including judicial, law enforcement and corrections	\$2,000,000
Rehabilitation and Improvement to County Courthouse	\$352,000
Acquisition of construction equipment for County purposes including Precinct #2 and Precinct #3	\$564,000

**Hunt County Treasurer
Monthly Report
September 2016**

Hunt County Funds	Beginning Balance	Money Received	Money Disbursed	Transfer In/Out Investment	Month End Balance
10-GENERAL	5,764,059.85	1,333,432.28	-2,741,831.26	1,000,000.00	5,355,660.87
10-TeXPool Investment	5,212,924.88	1,523.02	0.00	-1,000,000.00	4,214,447.90
10-TeXStar Investment	1,219,599.99	413.25	0.00	0.00	1,220,013.24
10-InWood Nat'l Bank CD	563,325.46	596.42	0.00	0.00	563,921.88
10-InWood Nat'l Bank CD-2	505,236.59	534.92	0.00	0.00	505,771.51
10-TeXPool Investment,Jail	3,154,888.60	985.14	0.00	0.00	3,155,873.74
10-General Fund Totals:	16,420,035.37	1,337,485.03	-2,741,831.26	0.00	15,015,689.14
15-Exchange-Tax & Other	204,701.80	61,901.98	-17,441.92		249,161.86
20-Law Library	7,924.16	5,565.00	-7,471.77		6,017.39
21-R&B #1	27,264.17	38,212.23	-75,225.41	30,000.00	20,250.99
21-R&B #1, TexPool Invest	545,524.85	168.11	0.00	-30,000.00	515,692.96
21-R&B #1 Fund Totals:	572,789.02	38,380.34	-75,225.41	0.00	535,943.95
22-R&B #2	349,309.59	38,199.50	-539,455.44	165,000.00	13,053.65
22-R&B #2, TexPool Invest	629,791.17	245,245.14	0.00	-165,000.00	710,036.31
22-R&B #2 Fund Totals:	979,100.76	283,444.64	-539,455.44	0.00	723,089.96
23-R&B #3	12,951.81	39,231.85	-345,269.42	310,000.00	16,914.24
23-R&B #3, TexPool Invest	584,399.71	139.49	0.00	-310,000.00	274,539.20
23-R&B #3 Fund Totals:	597,351.52	39,371.34	-345,269.42	0.00	291,453.44
24-R&B #4	15,547.86	38,639.47	-294,055.73	260,000.00	20,131.60
24-R&B #4, TexPool Invest	835,143.34	231.90	0.00	-260,000.00	575,375.24
24-R&B #4 Fund Totals:	850,691.20	38,871.37	-294,055.73	0.00	595,506.84
25-Health Private	47,340.16	931.56	-7,401.82		40,869.90
26-State Health Services	-21,732.51	33,296.69	-34,039.55		-22,475.37
27-Hunt County Grants	15,412.39	32,313.56	-6,385.51		41,340.44
68-JP, DDC Fee Fund	138,824.27	999.90	-654.37		139,169.80
71-DC Record Management	12,090.51	508.82	0.00		12,599.33
70-Voter Admin 19	0.00	0.00	0.00		0.00
74-Elections Special	60,269.17	6,522.85	0.00		66,792.02
75-CA-DWI	12,787.60	139.58	-501.53		12,425.65
81-CC Rec Mgt Preservatic	390,084.87	18,340.10	-4,359.52		404,065.45
82-Courthouse Security	26,772.32	4,521.18	-3,145.60		28,147.90
83-Justice Court Sec.	67,618.01	558.20	-542.57		67,633.64

**Hunt County Treasurer
Monthly Report
September 2016**

Hunt County Funds	Beginning Balance	Money Received	Money Disbursed	Transfer In/Out Investment	Month End Balance
84-District Clerk Archive	30,816.24	715.00	0.00		31,531.24
85-Co & District Court Tec	7,620.42	226.88	0.00		7,847.30
86-County Record Preserv	77,020.52	1,600.00	0.00		78,620.52
87-Justice Court Technolo	92,738.92	2,310.79	-1,190.22		93,859.49
88-County Clerk Archive	370,365.72	15,620.00	0.00		385,985.72
89-County Record Mgt Pre	5,447.78	2,080.70	0.00		7,528.48
91-LEOSE	41,059.68	0.00	0.00		41,059.68
95-Juv Prob. Center Fund	507,795.45	1,701.13	-63,847.02		445,649.56
96-Juv Prob "A-Z" Grant	30,864.60	114,873.93	-51,655.28		94,083.25
<hr/>					
50-Debt Service (I&S)	90,678.19	14,877.65	0.00	0.00	105,555.84
50-Debt Service TexPool Ir	193,225.43	60.34	0.00	0.00	193,285.77
50-Debt Service Fund Tota	283,903.62	14,937.99	0.00	0.00	298,841.61
<hr/>					
61-Right of Way FundTxPoc	9,054.36	2.78	0.00		9,057.14
<hr/>					
Total of Funds:	21,838,747.93	2,057,221.34	-4,194,473.94	0.00	19,701,495.33

HUNT COUNTY DEBT

	Mo. Beginning	Payment	Balance Due	Pay Off Date
Reserve State Comptroller*	851,646.34	-1,883.23	849,763.11	03/2054
Reserve St Comptroller II	213,110.82		213,110.82	
2015 Tax Notes	1,995,000.00	0.00	1,995,000.00	
Series 2015 Refund Bonds	2,985,000.00	0.00	2,985,000.00	
Bond Premium Payable	43,592.41	0.00	43,592.41	
Liability Comp Absence	406,120.00	0.00	406,120.00	
Pct/R&B 2 Equipmnt Rsrve	336,011.97	0.00	336,011.97	
OPEB Pension Liability	5,213,720.00	0.00	5,213,720.00	
Totals:	12,044,201.54	-1,883.23	12,042,318.31	

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

14,348

**Delores Shelton, CIO, CCT
Hunt County Treasurer**

FY 11: Monthly Report, September 2016

FILED FOR RECORD
at 12:30 o'clock P M
OCT 25 2016
JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By *J. Lindenzweig*

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

This affidavit must state the amount of cash and other assets that are in the custody of the county treasurer at the time of the examination. (LGC 114.026) **Month End Balance: \$19,701,495.33**

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

This report will be filed with accompanying reports this 25 day of October, 2016.

Delores Shelton

Delores Shelton, Hunt County Treasurer

Commissioners' Court having compared and examined the Treasurer's Report as presented and subject to independent auditor's review, certify the report to be correct and therefore request it be filed with the official minutes of this meeting. LGC 114.026(c)

John L. Horn

John L. Horn, Hunt County Judge

Eric Evans

Eric Evans, Comm., Pct #1

Tod McMahan

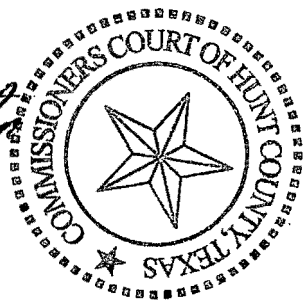
Tod McMahan, Comm., Pct #2

Phillip A. Martin

Phillip Martin, Comm., Pct #3

Jim Latham

Jim Latham, Comm., Pct #4



STATE OF TEXAS &
&
COUNTY OF HUNT &

FILED FOR RECORD
at 12:30 o'clock P M
OCT 25 2016
JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By *[Signature]*

RESOLUTION # 14,349

A RESOLUTION OF THE HUNT COUNTY COMMISSIONERS' COURT AUTHORIZING THE HUNT COUNTY OFFICE OF HOMELAND SECURITY TO APPLY FOR A HAZARD MITIGATION GRANT ON BEHALF OF THE COUNTY OF HUNT TO OBTAIN FUNDING TO ACQUIRE AND DELPOY A COLLABORATIVE SENSING OF THE ATMOSHERE (CASA WX) RADAR

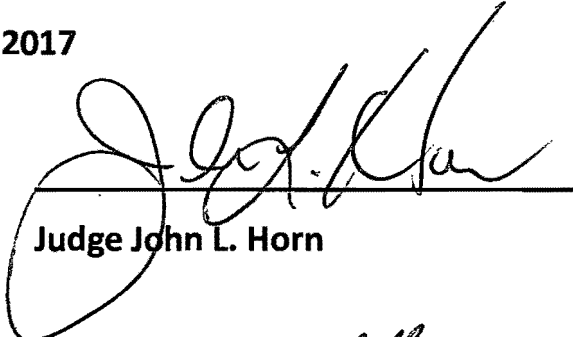
WHEREAS, the Commissioners Court of Hunt County, Texas finds this radar unit, if purchased will be tied into the already existing and in use system currently deployed in the DFW area.

These radars make high resolution observations at low altitudes on a scale that benefits public safety and commerce. CASA has already demonstrated, with a rural Oklahoma test bed, the potential for earlier tornado warnings, tornado and high wind forecasts, detection of high wind events, and more precise rainfall estimates. Moreover, CASA takes an "end-to-end" approach to technology design and has engaged users of weather data, such as NWS forecasters and emergency managers, as evaluators of the technology.

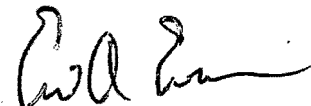
NOW, THEREFORE, IT IS HEREBY RESOLVED by the Commissioners Court of Hunt County, Texas in an effort to provide better weather warning capabilities for the citizens of Hunt County, Texas that the Hunt County Office of Homeland Security is authorized to apply for a Hazard Mitigation Grant, which is funding 75% of the project, with the 25% match coming from public and private donations as well as in-kind match from man hours contributed by the employees of Hunt County

Office of Homeland Security in planning, researching, applying and implementing this project. Hunt County's part of this match will not exceed that of \$17,500 which will be mainly made up of in-kind match

ADOPTED this 25th day of October, 2017




Judge John L. Horn



Commissioner Evans



Commissioner Martin

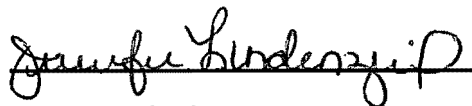


Commissioner McMahan

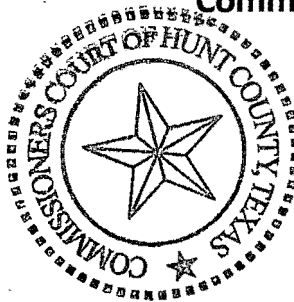


Commissioner Latham

Attest:



County Clerk



#14,350
County of Hunt
STATE OF TEXAS

10

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



FILED FOR RECORD
at 12:30 o'clock P M
OCT 25 2016

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

Request for Proposal By JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX

Request for Formal Proposal # 148-16, CASA WX RADAR PROJECT for Hunt County
Office of Homeland Security

Proposals, will be received at the office of the Hunt County Purchasing Agent, 2507 Lee Street, Room 104, Greenville, Texas, 75403 until **10:00A.M. Central Time, October 14, 2016.**

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

PLEASE READ CAREFULLY:

The right is reserved to accept or reject all or any part of your offer, and to accept the offer the Commissioners' Court considers the lowest responsible proposal. Proposals documents to be returned clearly indicating that a proposal is enclosed and reflecting the proposal number #148-16.

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

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

Firm Name: RIDGELINE INSTRUMENTS INC Address: 4803 Innovation Dr #3B

Contact Name: Francesc Junyent City, State, Zip: Fort Collins, CO 80525

Telephone Number: +1 970 633 0205 FAX Number: _____

E-mail: sales@rji-radar.com Date: 10/12/2016

By: [Signature] By: Luko Krnan

Authorized Representative – Signed by Hand

Authorized Representative – Typed or Printed

PRICE SCHEDULE

Formal Proposal # 148-16, CASA WX Radar Project for Hunt County Office of Homeland Security

Price for all services as defined: \$ 478,000.00

COMMENTS or EXCEPTIONS

Please see Cost Proposal section in the attached proposal document.

The undersigned proposer has carefully examined the Invitation for Proposal and the Certification included therein, the Standard Terms and Conditions and the Technical Specifications.

Further, the undersigned understands that by his/her signature affixed below, he/she agrees to enter into a contract with Hunt County in accordance with the requirements of the County as stated in the above-referenced contract documents, and in accordance with additional contract forms and terms of agreement from proposer's company as furnished by proposer herewith.

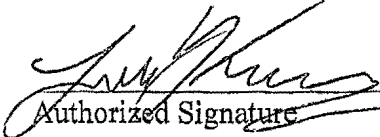
RIDGELINE INSTRUMENTS, INC.
Company Name

4803 Innovation Dr #3B
Address

Fort Collins, CO 80525
City, State, Zip

+1 970 633 0204
Phone

Fax


Authorized Signature

Luko Krnan
Name (Printed or Typed)

Vice-President
Title

10/12/2016
Date

luko@rli-radar.com
E-Mail

2. COST PROPOSAL

Below is the cost breakdown for an RXM-25 radar unit drop-shipped in Greenville, TX. The price is inclusive of 2 days of installation time on-site (assumes site is ready for radar installation at buyer's expense, assumes all other installation costs at buyer's expense) and coordination with CASA to plan and prepare for radar installation and turn-on.

Product Description: RXM-25 X-band polarimetric Doppler weather radar for CASA network deployment.

Item No	Description	Country of Origin	Qty	Amount each USD	Amount Extended USD
1	Antenna system assembly: 1.8 m or 2.4 m composite parabolic reflector, linear dual-polarization scalar feed and orthomode transducer, waveguide runs and ports, mounting struts, A-sandwich nose-cone radome	USA	1	\$45,813.00	\$45,813.00
2	Positioner system assembly: elevation over azimuth pedestal, motors and servo-controllers, sealed cycloidal gears, position encoders, power and digital signal slip ring circuits, system control unit, dehydrator unit	USA	1	\$142,958.00	\$142,958.00
3	Radar transmitter assembly: high voltage modulator and power supply, coaxial magnetron, signal splitter, high-isolation parallel duplexer	USA	1	\$46,917.00	\$46,917.00
4	Radar receiver assembly: reference local oscillator, single down-conversion low-noise parallel receiver, transmitted pulse sampling circuit, receiver calibration circuit	USA	1	\$60,716.00	\$60,716.00
5	Data acquisition assembly: Radar signal digitizer, digital down-converter, automatic frequency control, GPS receiver, waveform/timing generator	USA	1	\$48,573.00	\$48,573.00
6	Data acquisition firmware and software	USA	1	\$24,286.00	\$24,286.00
7	Radar electronics enclosures, waveguides and cabling	USA	1	\$41,949.00	\$41,949.00
8	Radar signal processing, networking, control and data management computer hardware	USA	1	\$17,111.00	\$17,111.00
9	Software - Dual polarization radar signal processor, transmitted signal monitoring, receiver automated calibration, data archiving, data display, antenna control, graphical user interface	USA	1	\$49,677.00	\$49,677.00

TOTAL EXTENDED AMOUNT: \$478,000.00

#14,351

FILED FOR RECORD
at 12:30 o'clock P M
OCT 25 2016
JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By [Signature]

AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 17 day of October in the year 2016
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

The Honorable John Horn
Hunt County
2507 Lee St. #2
Greenville, Texas 75401

and the Architect:
(Name, legal status, address and other information)

Architexas-Architecture, Planning and Historic Preservation, Inc.
1907 Marilla St.
Dallas, Texas 75201

for the following Project:
(Name, location and detailed description)

Hunt County Courthouse
Greenville, Texas
Project includes design and 95% complete construction documents and specifications to comply with the Texas Historic Courthouse Preservation Program (THCPP) Round IX grant program. Bidding and Construction Administration services will be provided under a separate agreement.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION**
- 2 ARCHITECT'S RESPONSIBILITIES**
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES**
- 4 ADDITIONAL SERVICES**
- 5 OWNER'S RESPONSIBILITIES**
- 6 COST OF THE WORK**
- 7 COPYRIGHTS AND LICENSES**
- 8 CLAIMS AND DISPUTES**
- 9 TERMINATION OR SUSPENSION**
- 10 MISCELLANEOUS PROVISIONS**
- 11 COMPENSATION**
- 12 SPECIAL TERMS AND CONDITIONS**
- 13 SCOPE OF THE AGREEMENT**

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

TBD by the THCPP and Hunt County

- .2 Substantial Completion date:

Not applicable

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

Init.

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User Notes:

(3B9ADA1E)

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage) :

Bodily Injury:

\$2,000,000.00 Aggregate

Property Damage:

\$2,000,000.00 Aggregate

(a) Products and Completed Liability Insurance to be maintained for two years after final payment:

\$2,000,000.00 Aggregate

(b) Property Damage Liability shall provide X, C and U coverage.

(c) Broad Form Property Damage Coverage shall include Completed Operations.

(d) Coverage to be extended to include the interests of the Architect and his consultants

.2 Automobile Liability

Business Auto Liability (including owned, non-owned and hired vehicles):

(a) Bodily Injury:

\$500,000.00 Each Person

\$500,000.00 Each Occurrence

(b) Property Damage:

\$250,000.00 Each Occurrence

.3 Workers' Compensation

(a) State: Statutory

(b) Applicable Federal: Statutory

(c) Employer's Liability:

\$500,000.00 per Accident

\$500,000.00 Disease, Policy Limit

\$500,000.00 Disease, Each Employee

.4 Professional Liability

Architect's and Engineer's professional liability insurance coverage with minimum \$500,000.00 per claim prior to the start of construction, and \$2,000,000.00 limit per claim following the start of construction

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ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval and the approval of the Texas Historical Commission (THC). The Construction Documents will be 95% complete to comply with the THCPP Round IX Grant Program and shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) form of agreement between the Owner and Contractor; and (2) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

(Paragraphs Deleted)

Init.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. (Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)	Basic Services	
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Basic Services	
§ 4.1.4 Existing facilities surveys	Basic Services	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Not Provided	
§ 4.1.6 Building Information Modeling (E202™-2008)	Basic Services	
§ 4.1.7 Civil engineering	Basic Services	
§ 4.1.8 Landscape design	Not Provided	
§ 4.1.9 Architectural Interior Design (B252™-2007)	Not Provided	
§ 4.1.10 Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Basic Services	
§ 4.1.12 On-site Project Representation (B207™-2008)	Not Provided	
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-Designed Record drawings	Not Provided	
§ 4.1.15 As-Constructed Record drawings	Not Provided	
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Basic Services	
§ 4.1.20 Telecommunications/data design	Not Provided	
§ 4.1.21 Security Evaluation and Planning (B206™-2007)	Not Provided	
§ 4.1.22 Commissioning (B211™-2007)	Not Provided	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® Certification (B214™-2012)	Not Provided	
§ 4.1.25 Fast-track design services	Not Provided	
§ 4.1.26 Historic Preservation (B205™-2007)	Basic Services	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

(Paragraphs Deleted)

§ 4.3.4 If the services covered by this Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner

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requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

(Paragraphs Deleted)

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

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§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

(Paragraphs Deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it

to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

\$ 876,850.00

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Senior Principal	\$ 220.00
Principal	\$ 180.00
Project Architect	\$ 140.00
Intern Architect	\$ 100.00
Historic Preservation Specialist	\$ 140.00
Administration	\$ 75.00

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Senior Principal	\$ 220.00
Principal	\$ 180.00
Project Architect	\$ 140.00
Intern Architect	\$ 100.00
Historic Preservation Specialist	\$ 140.00
Administration	\$ 75.00

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus one point one percent (1.1 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design	\$131,527.50	percent (15 %)
Design Development	\$306,897.50	percent (35 %)
60 % Construction Documents	\$219,212.50	percent (25 %)
95% Construction Documents	\$175,370.00	percent (20 %)
Project Closeout	\$ 43,842.50	percent (05 %)
<hr/>		
Total Basic Compensation	\$ 876,850.00	percent (100%)

(Paragraphs Deleted)

(Table Deleted)

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses necessary to perform Basic Services
(Paragraphs Deleted)

are included in the lump sum fee

(Paragraphs Deleted)

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

12 % per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§12.1 Indemnification

12.1.1 The Owner and Architect shall, to the fullest extent permitted by law, indemnify and hold harmless the Architect, their officers, directors, employees, agents and sub consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities, or costs attributable to the sole negligence of willful misconduct of the Architect.

12.1.2 The Owner and Architect shall, to the fullest extent permitted by law, indemnify and hold harmless the Owner, their officers, directors, employees, agents and sub consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities, or costs attributable to the sole negligence of willful misconduct of the Owner.

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User Notes:

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§12.2 Certifications

Guarantees and Warranties: The Architect shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the Architect cannot ascertain.

§12.3 Information Provided By Others

The Owner shall furnish, at the Owners expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Architect may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Architect shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Owner and/or the Owners consultants and contractors.

§ 12.4 Equitable Adjustment Upon Suspension of Services

The equitable adjustment to the Architect's compensation as required by Paragraph 9.2 shall include but not be limited to all reasonable costs incurred by the Architect on account of suspension or abandonment of the Project, for preparation of documents for storage, maintaining space and equipment pending resumption, orderly demobilization of staff, maintaining employees on a less-than-full-time basis, terminating employment of personnel because of suspension, rehiring former employees or new employees because of resumption, reacquainting employees with the Project upon resumption and making revisions to comply with Project requirements at the time of resumption.

§12.5 Betterment

If, due to the Architect's error, any required item or component of the project is omitted from the Architect's Construction Documents, the Architect shall be responsible for paying cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value of betterment to the project. The Architect will correct the Construction Documents and provide sufficient information for the incorporation of the omitted item or component into the Project. In no event will the Architect be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.

§12.6 Changed Conditions

If, during the term of the Agreement, circumstances or conditions that were not originally contemplated by or known to the Architect are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement. The Architect shall notify the Owner of the changed conditions necessitating renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

§ 12.7 Verification of Existing Conditions

Inasmuch as the remodeling and/or rehabilitation of an existing structure requires that certain assumptions be made by the Architect

regarding existing conditions, and because some of these assumptions may not be verifiable without the Owner's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, director, employees and subconsultants (collectively, Architect) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with assumptions made by the Architect as to the existing conditions of the Project, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct by the Architect.

§12.8 Waiver of Claims for Hazardous Materials

In consideration of the substantial risks to the Architect in rendering its services in connection with the Project due to the presence, or suspected presence, of hazardous materials at or near the jobsite, the Owner agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause of causes of action of any kind, including but not limited to, negligence, breach of contract, or warranty, either express or implied, strict liability or any other causes against the Architect, its officers, directors, partners, employees, or subconsultants (collectively,

Architect), which may arise out of or may in any way be connected to the presence of such hazardous materials, expecting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct by the Architect. The Owner acknowledges that the Architect is not and shall not be required to be in any way an "arranger", "operator", or "transporter" of hazardous materials present at or near the Project site, as these terms are defined in applicable federal or state statutes. Work of the Architect should not be implied as a remedy to reduce or remove the existing hazardous materials.

§ 12.9 Proprietary Information

Proprietary Information: All portions of this proposal are considered by the ARCHITEXAS team to be trade secrets and proprietary information which if released without ARCHITEXAS permission, would give advantage to competitors. As such, these records are exempt for disclosure under Section 552.104 (a) and 552.110 of the Government Code. Release and utilization of this project shall be only under conditions established with the ARCHITEXAS team.

§12.10 Limit of Liability

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Design Professional and the Design Professional's officers, directors, partners, employees, agents and sub-consultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied of the Design Professional or the Design Professional's officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by the Design Professional under this Agreement, or the total amount of the Architect's professional liability insurance coverage, whichever is greater.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect

(Paragraph Deleted)

- .3 Other documents:

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

**ATTACHMENT A
FUNDING AGREEMENT BETWEEN HUNT COUNTY AND THC**

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

The Honorable John Horn Hunt County Judge

(Printed name and title)

ARCHITECT

(Signature)

David Chase Principal

(Printed name and title)

init.

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ARCHITEXAS
Architecture, Planning and Historic Preservation, Inc.

Hunt County Courthouse
Restoration & Rehabilitation
ATTACHMENT A

SCOPE OF SERVICES

The following is the scope of architectural services for the restoration and rehabilitation of the historic Hunt County Courthouse. This proposal includes the following team of consultants, all of whom have assisted us on similar projects in the past:

ARCHITEXAS (AT)	<i>Architect</i>
Jaster-Quintanilla	<i>Structural Engineer</i>
Big Red Dog	<i>MEP and Civil Engineers</i>
Schuler Shook	<i>Lighting Design</i>
Electro	<i>Audio / Visual and Acoustical</i>
SOURCE	<i>Historic Finish Analysis</i>
Leeds / Clark	<i>Historic Window Consulting</i>
IntroSpec Restoration / Technology	<i>Building Envelope and Specifications</i>
KBL Restoration, Inc.	<i>Cost Estimating</i>

Consultants not included in our scope of services to be contracted and paid by Hunt County:

Environmental Survey & Consulting
Site Surveyor
Security Consultant
Geotechnical
IT and Data Consultant

PROJECT UNDERSTANDING

The project scope of work involves Preservation Architectural Design and Planning Services for the restoration and rehabilitation of the Hunt County Courthouse in compliance with the Texas Historic Courthouse Preservation Program (THCPP). The project description is as follows:

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 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.

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.

WORK OUTLINE

AT proposes to provide the following professional services, working closely with the County and THC in a responsive manner to accomplish the goals of Hunt County. The project documents will be submitted to the County and THC for review at the following stages:

- 1) Schematic Design
- 2) Design Development
- 3) 60% complete Construction Documents
- 4) 95% complete Construction Documents

TASK 1 – Schematic Design Phase

In Schematic Design, AT will conduct a programming and conceptual design meeting with the County to develop and confirm the project program and conceptual design. Once confirmed, AT will develop drawings and other documents illustrating the scale and relationship of project components.

The Schematic Design package will include the following deliverables:

- Measured floor plans, elevations, roof plan keyed for demolition and new work
- Site plan noting all existing features and identifying new work
- Analysis of relevant programming information
- Building code and ADA review
- Narrative description of MEP systems
- Status report on historic paint analysis, hazardous materials survey, geotechnical or other testing specified in the scope of work
- Construction cost estimate with 17% contingency

Documentation to be provided by Owner:

Hunt County will provide the following information to the design team:

- Site survey (with existing utility, topographic, and property line information)
- Geotechnical Report
- Hazardous Material Survey Report

Meeting #1 Concise Scoping Meeting with County and THC

- Confirm programming from Master Plan
- Discuss project goals and objectives
- Coordinate Owner consultants (surveyor, geotech, environmental, security, etc.)
- Review and discuss conceptual design options for upper jail floors

Meeting #2 Schematic Design Meeting with County and design team

- Tour building with project team members
- Overview of project goals and objectives
- Review project schedule and deliverables
- Define scope for each consultant (MEP, acoustics, AV, structural, etc.)

TASK 2 – Design Development Phase

Based on the approved Schematic Design Documents, the Design Development Documents will illustrate and describe the refinement of the schematic design of the Project, establishing the scope, relationships, forms, size and appearance architectural, structural, mechanical and electrical systems, and other such elements as may be appropriate.

The Design Development package 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 door and window condition surveys with draft recommendations
- Completed masonry conditions survey with draft recommendations
- Completed historic furnishings survey with draft recommendations
- Schematic MEP proposals coordinated with other disciplines
- Geotechnical reports and structural proposal
- Reflected ceiling plans with initial light fixture selections
- Enlarged plan details (including accessibility solutions)
- Outline specifications identifying all relevant subdivisions
- Construction cost estimate with 10% contingency

Documentation to be provided by Owner:

Hunt County will provide the following information to the design team:

- Telephone, data and networking requirements
- Security design requirements
- Material and/or environmental test reports

Meeting #3 SD Confirmation Meeting with County and THC

- Review and approve Schematic Design
- Review cost estimate
- Review THC review comments

Meeting #4 Design Development Meeting with County and design team

- Additional survey of building by project team members
- Coordination meeting for design team and Owner consultants
- Review project schedule and deliverables

TASK 3 – Construction Document Phase

Based on the approved Design Development Documents, AT will prepare drawings and specifications that set forth the detailed requirements for construction of the project. Task 3 will include a preliminary review submission at 60% completion prior to submitting final 95% complete documents.

The 60% CD package will include the following deliverables:

- Floor plans, elevations, and building sections with notes, references, and symbols
- Site plan indicating all site work with details of new construction
- Survey and schedule for door and window rehabilitation (including hardware)
- Survey and recommendation for masonry restoration

- Survey and schedule historic furnishings
- Proposed finish schedule
- Proposed interior elevations and casework
- Proposed construction details
- Proposed light fixture selections
- Draft project specifications, field testing of materials and products
- Construction cost estimate with 7.5% contingency

The 95% CD package will include the following deliverables:

- Floor plans, elevations, and building sections with notes, references, and symbols
- Site plan indicating all site work with details of new construction
- Survey and schedule for door and window rehabilitation (including hardware)
- Survey and recommendation for masonry restoration
- Survey and schedule historic furnishings
- Finish schedule
- Interior elevations and casework
- Enlarged floor plans and construction details
- Complete project specifications
- Construction cost estimate with 7.5% contingency

Meeting #5 DD Confirmation Meeting with County and THC

- Review and approve Design Development package
- Review cost estimate
- Review THC review comments

Meeting #6 Final Coordination Meeting with County and design team

- Additional survey of building by project team members
- Coordination meeting for design team and Owner consultants
- Review project schedule and deliverables

TASK 4 – Project Closeout

AT will assist the County with the Project Closeout. The following items must be fulfilled for the project to be considered complete:

- The scope of services contained in the contract documents and the funding agreement has been performed
- The copies of the approved 95% complete construction documents and final cost estimate are provided: two for the THC and one for the County
- Final applications for payment and invoices have been paid by the County
- Final reimbursement is made to the County by THC

Project Closeout Report will include the following deliverables:

Introductory Material

- Title page
- Executive summary
- Personnel list

THCPP Program Documents

- Funding Agreement
- Grant of Easement

Grant Fiscal Reporting Documents

- Funding contributions listed by contributor and amount
- Architect's final invoice statement
- State Comptroller Reimbursement summary (provided by THC)

Project Cost Estimate

- Preliminary cost estimate as presented in Master Plan
- Final cost estimate or "opinion of probable cost"

Photographs

- Existing condition photos, standard size prints on archival paper, labeled, 3 copies
- Compact disc with complete set of existing condition and record photos, 1 copy
- Record photos showing all exterior elevations and principal interior spaces, 8x10 prints on archival paper, labeled, 3 copies (1 per report)

Final Record Drawings on acid free paper

- Half-size sets of all drawings, 3 copies (1 per report)
- Project manual / specifications, 3 copies (1 per report)
- Compact disc with the documents saved as a PDF

PROJECT SCHEDULE

AT proposes to provide the following schedule for the project services:

TASK I – Schematic Design Phase	3 Months (October 2016 – January 2017)
TASK II – Design Development Phase	3 Months (January – April 2017)
TASK III – Construction Document Phase	
60% complete CD's	3 Months (April – July 2017)
95% complete CD's	3 Months (July – October 2017)
TASK IV – Project Closeout Phase	2 Months (October – November 2017)

COMPENSATION

Compensation for Tasks I – IV will be a fixed professional fee as follows. Reimbursable expenses necessary to perform Basic Services are included in the lump sum fee amount.

Architectural	\$ 489,000.00
Civil	\$ 21,750.00
Structural	\$ 70,000.00
Mechanical / Plumbing / Electrical	\$ 168,000.00
Lighting	\$ 20,000.00
Historic Pain 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
Lift Rental (80 ft. for a week)	\$ 10,000.00 (allowance)
Cost Estimator	\$ 8,000.00
<hr/>	
TOTAL LUMP SUM FEE	\$ 876,850.00

Fee Schedule

TASK I	Schematic Design Phase	15%
TASK II	Design Development Phase	35%
TASK III	Construction Document Phase	
	60% Complete CD's	25%
	95% Complete CD's	20%
TASK IV	Project Closeout Phase	5%

Additional Services

Hourly basis for work other than described in this proposal will be invoiced at the following rates:

Senior Principal	\$ 220.00
Principal	\$ 180.00
Project Architect	\$ 140.00
Historic Preservation Specialist	\$ 140.00
Intern Architect/Designer	\$ 100.00
Administrative	\$ 75.00

Terms and Conditions

Additional Services:

Additional services, meetings, consultation and correspondence beyond the scope of work described will be billed on an hourly basis utilizing the rates established in this proposal.

Access To Site:

Unless otherwise stated, ARCHITEXAS will have access to the site for activities necessary for the performance of the services. The Owner acknowledges that some exploratory work may be required to examine concealed conditions and the Owner will be notified of potential areas of work before any work is performed. ARCHITEXAS will take precautions to minimize damage due to exploratory activities, but has not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution:

Any claims or disputes made during design, construction or post-construction between the Owner and ARCHITEXAS shall be submitted to non-binding mediation. Owner and ARCHITEXAS agree to include a similar mediation agreement with contractors, subcontractors, sub consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between parties.

Billings/Payments:

Invoices for ARCHITEXAS' services shall be submitted on a monthly basis for services performed to date. Invoices shall be payable as outlined in the 'Prompt Payment Act' Chapter 2251 of the Texas Government Code.

Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Owner shall pay all costs of collection, including reasonable attorney's fees.

Indemnification:

The Owner and ARCHITEXAS shall, to the fullest extent permitted by law, indemnify and hold harmless ARCHITEXAS, their officers, directors, employees, agents and sub consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of ARCHITEXAS.

Certifications:

Guarantees and Warranties: ARCHITEXAS shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence ARCHITEXAS cannot ascertain.

Termination of Services:

This Agreement may be terminated by the Owner and ARCHITEXAS should the other fail to perform its obligations hereunder. In the event of termination, the Owner shall pay ARCHITEXAS for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Hazardous Materials Indemnity

The Owner agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless ARCHITEXAS, its officers, partners, employees and sub consultant's (collectively, Master Consultant) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence of willful misconduct of ARCHITEXAS.

Information Provided By Others

The Owner shall furnish, at the Owners expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. ARCHITEXAS may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. ARCHITEXAS shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Owner and/or the Owners consultants and contractors.

Third Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or ARCHITEXAS. ARCHITEXAS' services under this Agreement are being performed solely for the Owners benefit, and no other party or entity shall have any claim against ARCHITEXAS because of this Agreement or the performance or nonperformance of services hereunder. The Owner and ARCHITEXAS agree to require a similar provision in all contracts with contractors, subcontractors, subconsultant's, vendors and other entities involved in this Project to carry out the intent of this provision.

Consequential Damages

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Owner nor the ARCHITEXAS, their respective officers, directors, partners, employees, contractors or subconsultant's shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Owner and ARCHITEXAS shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Limitation of Liability

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Design Professional and the Design Professional's officers, directors, partners, employees, agents and sub-consultants, and any of them, to the Owner and anyone claiming by, through or under the Owner, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied of the Design Professional or the Design Professional's officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by the Design Professional under this Agreement, or the total amount of \$45,000 whichever is greater.

Proprietary Information

Proprietary Information: All portions of this proposal are considered by the ARCHITEXAS team to be trade secrets and proprietary information which if released without ARCHITEXAS permission, would give advantage to competitors. As such, these records are exempt for disclosure under Section 3(A)(4) and 3(A)(10) of the Texas Open Records Act. Release and utilization of this project shall be only under conditions established with the ARCHITEXAS team.

Architect), which may arise out of or may in any way be connected to the presence of such hazardous materials, expecting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct by the Architect. The Owner acknowledges that the Architect is not and shall not be required to be in any way an "arranger", "operator", or "transporter" of hazardous materials present at or near the Project site, as these terms are defined in applicable federal or state statutes. Work of the Architect should not be implied as a remedy to reduce or remove the existing hazardous materials.

§ 12.9 Proprietary Information

Proprietary Information: All portions of this proposal are considered by the ARCHITEXAS team to be trade secrets and proprietary information which if released without ARCHITEXAS permission, would give advantage to competitors. As such, these records are exempt for disclosure under Section 552.104 (a) and 552.110 of the Government Code. Release and utilization of this project shall be only under conditions established with the ARCHITEXAS team.

§12.10 Limit of Liability

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Design Professional and the Design Professional's officers, directors, partners, employees, agents and sub-consultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied of the Design Professional or the Design Professional's officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by the Design Professional under this Agreement, or the total amount of the Architect's professional liability insurance coverage, whichever is greater.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect

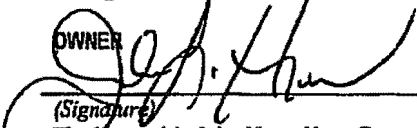
(Paragraph Deleted)

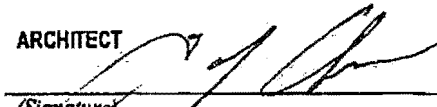
.3 Other documents:

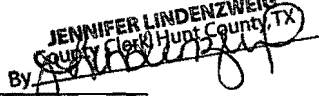
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

**ATTACHMENT A
FUNDING AGREEMENT BETWEEN HUNT COUNTY AND THC**

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)
The Honorable John Horn Hunt County Judge
(Printed name and title)

ARCHITECT

(Signature)
David Chase Principal
(Printed name and title)

FILED FOR RECORD
at 11:33 o'clock 2 M
OCT 26 2016
JENNIFER LINDENZWEIG
County Clerk Hunt County, TX
By 

#14,352

LF Miller Construction

Page No. 1 of 1

PO Box 155
Emory, TX 75440
Tel. 903-473-6262
Cell 903-335-1143
luke@lfmillerconstruction.com

PROPOSAL

PROPOSAL SUBMITTED TO Hunt County - Attention Cheryl Lowry		TODAY'S DATE 10-18-2016	DATE OF PLANS/PAGE #'S Per Verbal Instructions
PHONE NUMBER 903-408-4148	FAX NUMBER 903-408-4242	JOB NAME #145-16, Replacement of Concrete Sidewalks	
ADDRESS, CITY, STATE, ZIP 2507 Lee Street, Room 104, Greenville, TX 75401		JOB LOCATION Hunt County Courthouse Square	

We propose hereby to furnish material and labor necessary for the completion of:

1) Remove and dispose of existing street curb/gutter at all areas where concrete sidewalks are being removed and replaced. Install new 24" TxDot Type 2 curb and gutter. Install 1/2" expansion and seal between new sidewalk and new curb and gutter per TxDot standard sidewalk detail. Provide traffic control signs and channeling devices per TCP 2-1a (modified)

1 LS = \$34,800.00

2) Remove and dispose of 18" wide by 6" deep strip of existing asphalt in front of new gutter. Install 18" wide by 6" deep new asphalt paving to allow transition from existing asphalt parking grade to new gutter grade.

1 LS = \$6800.00

FILED FOR RECORD
at 12:30 o'clock P M

OCT 25 2016

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

We propose hereby to furnish material and labor - complete in accordance with above specifications for the sum of:
Forty One thousand six hundred dollars (\$41,600.00)

Payment as follows: Total amount due upon completion.

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction.

Authorized Signature *Luke Miller*

Note: this proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature *Luke Miller*
Signature

Date of Acceptance 10-25-2016


Everest Construction Group, Inc.

#14,353

Proposal

October 18, 2016

To: **Jim Moore**
Hunt County Maintenance Director
2507 Lee Street
Greenville, Texas 75401

FILED FOR RECORD
at 12:30 o'clock P M
OCT 25 2016
JENNIFER LINDENZWEIG
County Clerk Hunt County, TX
By J. Swanson

Project: **JP Offices**

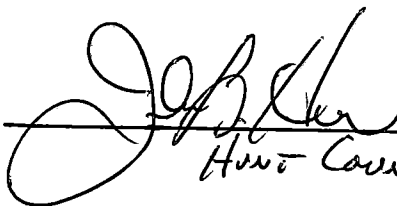
Everest Construction Group, Inc. is pleased to provide you with our proposal for Hunt County JP Offices. Our proposal includes all necessary labor, equipment, material, insurance and supervision.

Description:

Interior Metal Framing, Drywall and Paint Repairs.

- 1. Demo all bent, broken and buckled metal framing.**
- 2. Demo associated damaged drywall.**
- 3. Remove and replace damaged ceiling tiles and grid as required.**
- 4. Remove and replace damaged floor tile as required.**
- 5. Tape, bed, texture and paint all drywall as required.**
- 6. Replace wall tile in restrooms as required.**

Total Cost: \$ 89,750.00


JENNIFER LINDENZWEIG
County Clerk Hunt County, TX
10-25-2016
Hunt County Judge

14,356

Fax to: 903-408-4291 Att: Sandy
From: Classification
JAIL COUNT
October 11, 2016 - October 24 , 2016

OCT 25 2016

<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>
11-Oct	167	39	9	0	0	77	292
12-Oct	166	42	9	0	0	77	294
13-Oct	164	47	10	0	0	77	298
14-Oct	164	48	11	0	0	77	300
15-Oct	170	48	14	0	0	77	309
16-Oct	172	49	13	0	0	77	311
17-Oct	171	50	4	0	0	77	302
18-Oct	169	47	13	0	0	78	307
19-Oct	170	48	12	0	0	80	310
20-Oct	168	44	10	0	0	81	303
21-Oct	169	45	9	0	0	82	305
22-Oct	166	44	12	0	0	82	304
23-Oct	171	44	12	0	0	82	309
24-Oct	169	46	6	0	0	82	303

FILED FOR RECORD
at 12:30 o'clock P M
OCT 25 2016
JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By: 