

**HUNT COUNTY**

★ TEXAS ★

**John L. Horn**  
*Hunt County Judge*

**Amanda L. Blankenship**  
Executive Assistant

903.408.4146  
903.408.4299 Fax

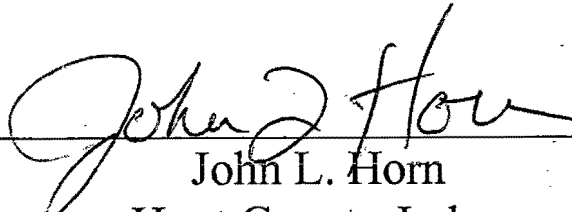
Post Office Box 1097  
Greenville, TX  
75403-1097

FILED FOR RECORD  
JENNIFER L. HORN, TX  
NOV 22 2016  
BY: J. Blankenship

## ***NOTICE OF PUBLIC HEARING***

Please be advised that a public hearing regarding the submission of a request from the Hunt County Commissioners' Court to the Texas Department of Agriculture requesting that Hunt County remain a regulated county subject to Chapter 76 of the Texas Agriculture Code and requesting suspension of the special provision applicable to Hunt County that prohibits the aerial application of regulated herbicides from April 15 through September 1 of each year will be held on Tuesday, November 22, 2016, at 10:00 AM, in the Auxiliary Courtroom, 2700 Johnson Street, Greenville, Texas 75401.

This hearing is considered an Open Meeting, and shall be conducted as such, therefore the public is welcome to attend. Should you have any questions, please feel free to contact Amanda Blankenship at 903-408-4146.

  
\_\_\_\_\_  
John L. Horn  
Hunt County Judge

# 14,375 (2)

STAN CHANEY  
P.O. BOX 1568  
QUINLAN, TX. 75474  
(903) 268-3978

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

NOV 22 2016

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

## Commercial Lease Agreement

This Commercial Lease Agreement ("Lease") is made and effective 09 November 2016 by and between STAN CHANEY ("Landlord") and HUNT COUNTY SHERIFF'S DEPARTMENT ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as 2669 EAST QUINLAN PARKWAY, QUINLAN, TX. 75474 and legally described as follows: S2329 BRYAN PARK ADDN NO 2 BLK 1 LOT 8 METAL BUILDING APPROX 3000 SQ.FT.

### Purpose of Lease:

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the purpose of creating a substation in the area of South Hunt County, Quinlan, Texas and is to be used by Hunt County Sheriff's Department.

### 1. Term.

The lease term will begin on the 9<sup>th</sup> day of November 2016 and will continue through the 2016-2020 elected term of the Hunt County Sheriff.

Lease renewals will be required by Landlord within Sixty (60) days after 2020 election of Hunt County Sheriff.

The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

### 2. Rental.

Landlord will not require monthly rental payments. In lieu of monthly payments Landlord requests that Tenant will be responsible for paying 63.5% (percentage derived by Hunt County Appraisal District) of the Annual Taxes on said property. Landlord will pay annual taxes in full and invoice Hunt County Sheriff Office for the agreed percentage of 63.5%. Payment for taxes will be made directly to Landlord.

Tax ID # on said property is 98856. 2016 TAX \$1109.98- 63.5% \$704.84 (annual rent basis through 11/9/2017))

### 3. Repairs.

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn, major mechanical systems, septic system repair, roof, drive way and exterior maintenance and repairs to building.

### 4. Alterations and Improvements.

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

## **5. Insurance.**

If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, Tenant shall be responsible for the costs of repair not covered by insurance.

Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

Tenant at own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

## **6. Utilities.**

Tenant shall pay all charges for gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease. Tenant shall pay \$35.00 per month for water. Landlord shall pay the amount due and separately invoice Tenant for Tenant's share of the charges. Tenant shall pay such amounts within fifteen (15) days of invoice

## **7. Signs.**

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Tenant will be responsible for obtaining any necessary permission from governmental authorities for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

## **8. Damage and Destruction.**

If the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or

## **9. Quiet Possession.**

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

**10. Notice.**

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

STAN CHANEY

P.O. BOX 1568, QUINLAN, TX. 75474

If to Tenant to:

HUNT COUNTY SHERIFFS DEPARTMENT

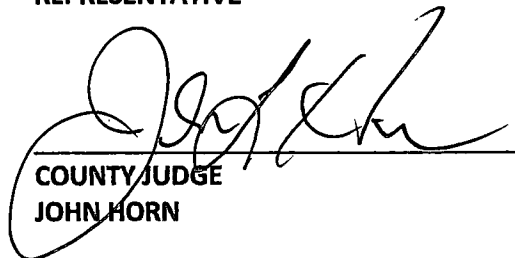
Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

  
STAN CHANEY, LANDLORD

11/3/16  
DATE

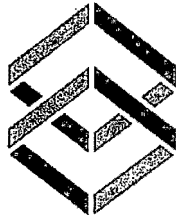
  
HUNT COUNTY SHERIFFS DEPARTMENT  
REPRESENTATIVE

11-15-16  
DATE

  
COUNTY JUDGE  
JOHN HORN

11/22/16  
DATE

# 14,375(3)



**ORACLE  
ELEVATOR**

November 7, 2016

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

NOV 22 2016

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX

By *Jennifer Lindenzweig*

Cheryl Lowry  
Hunt County Purchasing Agent  
2507 Lee Street  
Room 104  
Greenville, Texas 75401

Re: Renewal of Annual Maintenance Agreement for Hunt County

Ms. Lowry,

We acknowledge receipt of your letter dated November 7, 2016, requesting an extension of the Formal Bid #095-13 for the period of December 1, 2016 through November 30, 2017.

We accept the extension and look forward to the opportunity to be of continuing service to the county.

Sincerely,

David Baucom  
Regional Vice President

CC: Scott Cornell – Oracle Elevator Service Supervisor

Southwest Division  
Dallas, Ft Worth, Houston, San Antonio and Corpus Christi  
100 Ezell Dr Suite 102, TX 75115  
972-293-8825 o 972-293-8836 f  
1-888-320-0563 toll free  
TDLR License #20112

**PRICE/DELIVERY FORM**

**Formal Bid # 095-13, ELEVATOR MAINTENANCE SERVICE CONTRACT**

Should this contract be renewed for two additional years, will there be an increase in costs to Hunt County?  X  YES   NO

If yes, complete bid price forms for two additional years.

**Dec. 1, 2015 thru Nov. 30, 2016**

**Dec. 1, 2016 thru Nov. 30, 2017**

(Fill in white areas)

(Fill in white areas)

Elevator Location	Annual Cost
Courthouse #1	\$1,773.00
Courthouse #2	\$2,655.00
Criminal Justice #1	\$1,773.00
<b>GRAND TOTAL</b>	<b>\$6,201.00</b>

Elevator Location	Annual Cost
Courthouse #1	\$1,826.00
Courthouse #2	\$2,735.00
Criminal Justice #1	\$1,826.00
<b>GRAND TOTAL</b>	<b>\$6,387.00</b>

**ADDITIONAL PRICING**

Describe any additional pricing requirements of your company, not shown:

Normal business hours for a technician is \$150.00/hr.; for a team \$225.00/hr.

Over time for a technician is \$225.00/hr.; and over time for a team is \$337.50/hr.

**PLEASE STATE RESPONSE TIME** two hours or less during business hours

**PLEASE STATE DISTANCE PRIMARY MECHANIC LIVES FOR HUNT COUNTY COURTHOUSE**  
75 miles; although other qualified technicians live closer. In the event of call-back or emergency, the closest qualified tech will be dispatched.

**PAYMENT TERMS** Payable quarterly in advance

#13,977

ADDENDUM A  
TO ELEVATOR AGREEMENT DATED

January 11, 2016

BETWEEN ORACLE ELEVATOR AND HUNT COUNTY

FILED FOR RECORD  
at 11:00 o'clock P. M.  
JAN 26 2016  
JENNIFER LINDENZWEIG  
County Clerk Hunt County/TX  
By [Signature]

- 1) THIS ADDENDUM WILL ADD THE TWO ELEVATORS DESCRIBED BELOW TO THE INTIAL CONTRACT BETWEEN HUNT COUNTY AND ORACLE ELEVATOR FOR THE TOTAL SUM OF FIVE HUNDRED FIFTEY DOLLARS AND 00/100 (\$550.00) PER MONTH. NEW ANNUAL CONTRACT PRICE WILL BE TWELVE THOUSAND SIX HUNDRED TWENTY AND 00/100 (\$12,620.00).

ELEVATORS TO BE ADDED:

#1

HUNT COUNTY TAX BUILDING  
2500 STONEWALL ST.  
GREENVILLE, TX 75403

1 - TAC 50 TRACTION ELEVATOR

STATE ID# - 55017

#2

HUNT COUNTY TAX BUILDING  
2500 STONEWALL ST.  
GREENVILLE, TX 75403

1 - TAC 50 TRACTION ELEVATOR

STATE ID# - 53088

# 14,375(4)

# STOVALL & ASSOCIATES

P.O. BOX 202  
6417 Wesley St.  
GREENVILLE, TX 75403  
903-450-1120  
903-450-1119 Fax

November 15, 2016

Ms. Cheryl Lowry  
Hunt County Purchasing Agent  
Hunt County Courthouse  
2507 Lee St, Rm 104  
Greenville, Texas

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

NOV 22 2016

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

Re: Hunt County Courthouse Survey

Dear Ms. Lowry:

Thank you for considering Stovall & Associates regarding the boundary and topographical survey of the Hunt County Courthouse.

Stovall & Associates will complete the survey according to the provided surveyor scope description for a lump sum of \$3,750.00. Upon notice to proceed, we will commence work within 15 days with completion in 60 days.

## Surveyor Scope Description

### 1. Topography survey will include:

- A. Elevations will be based on the City of Greenville benchmark recovered nearest to the site, or in State Plan Coordinates System.
- B. Establish a minimum of two (2) permanent benchmark onsite if two (2) existing benchmarks are not located adjacent to or onsite. Provide a description and elevation to the nearest 0.01 foot.
- C. Contours at one foot intervals.
- D. Spot elevations at each intersection of a 50 foot square grid covering the property.
- E. Spot elevations at street intersections and at 50 feet on center of curb, sidewalk and edge of paving, including the far side of paving.
- F. Plotted location of structures, paving and visible improvements.
- G. Floor elevations and elevations at each entrance of buildings.
- H. Utility information based on surface evidence and record information at the City of Greenville. Franchise utility information (i.e. gas, electrical and cable) based on surface evidence and on record information from the utility provider.
  - i. Location and size of water and gas mains, thermal and other utilities serving, or on, the property



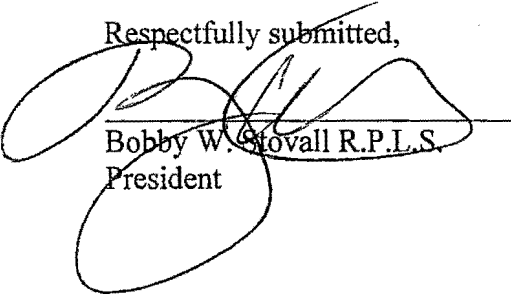
- ii. Location of fire hydrants available to the property and the size of the main serving each.
- iii. Location of power, cable television, street lighting, traffic control facilities and communication systems above grade.
- iv. Location, size, depth and direction of flow of sanitary sewers, storm drains and culverts serving, or on, the property; location of catch basins and manholes, and inverts of pipe at each.
- I. Location of flood plain scaled from current Flood Insurance Rate Map.
- J. Location of trees six (6) inches and over (caliper three feet above ground); locate within one foot tolerance and identify species in English terms.

2. Boundary survey for property, which should include the following:

- A. Show boundary lines, giving length and bearing (including reference or basis). Give area in square feet if less than one acre; in acres (to 0.001 acre) if over one acre.
- B. Identify jurisdiction and width of adjoining streets and highways, width and type of pavement.
- C. Show encroachments, including cornices, belt courses, etc., either way across property lines.
- D. Show recorded easements and rights-of-way and identify owner (holders).
- E. Show individual lot lines and lot block numbers, show street addresses of buildings if available.
- F. Show names of owners of adjacent properties.

Stovall & Associates will invoice \$3,750.00 to the client upon completion of both phases of the survey.

Respectfully submitted,



Bobby W. Stovall R.P.L.S.  
President

#14,375 (4)

# STOVALL & ASSOCIATES

P.O. BOX 202  
6417 Wesley St.  
GREENVILLE, TX 75403  
903-450-1120  
903-450-1119 Fax

November 15, 2016

Ms. Cheryl Lowry  
Hunt County Purchasing Agent  
Hunt County Courthouse  
2507 Lee St, Rm 104  
Greenville, Texas

FILED FOR RECORD  
at 10:45 o'clock a M

NOV 29 2016

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

Re: Hunt County Courthouse Survey

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  - B. Establish a minimum of two (2) permanent benchmark onsite if two (2) existing benchmarks are not located adjacent to or onsite. Provide a description and elevation to the nearest 0.01 foot.
  - C. Contours at one foot intervals.
  - D. Spot elevations at each intersection of a 50 foot square grid covering the property.
  - E. Spot elevations at street intersections and at 50 feet on center of curb, sidewalk and edge of paving, including the far side of paving.
  - F. Plotted location of structures, paving and visible improvements.
  - G. Floor elevations and elevations at each entrance of buildings.
  - H. Utility information based on surface evidence and record information at the City of Greenville. Franchise utility information (i.e. gas, electrical and cable) based on surface evidence and on record information from the utility provider.
    - i. Location and size of water and gas mains, thermal and other utilities serving, or on, the property

- ii. Location of fire hydrants available to the property and the size of the main serving each.
  - iii. Location of power, cable television, street lighting, traffic control facilities and communication systems above grade.
  - iv. Location, size, depth and direction of flow of sanitary sewers, storm drains and culverts serving, or on, the property; location of catch basins and manholes, and inverts of pipe at each.
- I. Location of flood plain scaled from current Flood Insurance Rate Map.
  - J. Location of trees six (6) inches and over (caliper three feet above ground); locate within one foot tolerance and identify species in English terms.

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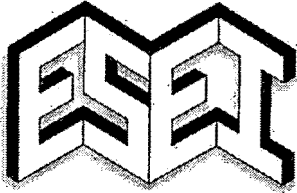
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- B. Identify jurisdiction and width of adjoining streets and highways, width and type of pavement.
- C. Show encroachments, including cornices, belt courses, etc., either way across property lines.
- D. Show recorded easements and rights-of-way and identify owner (holders).
- E. Show individual lot lines and lot block numbers, show street addresses of buildings if available.
- F. Show names of owners of adjacent properties.

Stovall & Associates will invoice \$3,750.00 to the client upon completion of both phases of the survey.

Respectfully submitted,



Bobby W. Stovall R.P.L.S.  
President



#14,375(5)

# EcoSystems Environmental, Inc. Environmental Consulting Services

September 2, 2016

Honorable John Horn  
Hunt County Judge  
Hunt County Courthouse  
2507 Lee St., 2<sup>nd</sup> Floor  
Greenville, TX 75401

Re: **Pre-Renovation Asbestos Survey &  
Lead-Based Paint Survey Proposal  
Hunt County Courthouse  
2507 Lee Street, Greenville, Texas 75401  
ESEI Proposal No. P01721**

FILED FOR RECORD  
at 3:35 o'clock P M

NOV 22 2016

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

Dear Mr. Honorable Judge Horn:

EcoSystems Environmental, Inc. (ESEI) is pleased to have the opportunity of submitting this proposal to Hunt County Courthouse (hereinafter, the Client) for a pre-renovation asbestos survey and lead-based paint survey of the referenced project (hereinafter, the Site).

## 1.0 Description of Services

According to the information provided to ESEI, renovation activities are planned for the referenced building at the Site. Prior to any planned renovation or demolition, an asbestos survey is required by Texas rules and regulations as well as the EPA's NESHAP (National Emission Standards for Hazardous Air Pollutants)<sup>1</sup>.

## 2.0 Pre-Renovation Asbestos Survey

Based the aforementioned information and per your request, ESEI's proposed Scope of Work for the pre-renovation asbestos survey is as follows:

- 2.1 Visual Reconnaissance: Conduct a visual reconnaissance of the renovation/demolition areas at the Site to visually determine the presence of suspect asbestos-containing materials (ACM);

<sup>1</sup> In the event renovation or demolition activities are contemplated for the Target Areas, sampling for asbestos-containing materials (ACM) is required by the Texas Asbestos Health Protection Rules (TAHPR). Specifically, TAHPR requires an inspection to determine the presence or location, or assess the condition of, friable or non-friable, asbestos-containing building material (ACBM) or suspect ACBM. Under the TAHPR, §295.34 ASBESTOS MANAGEMENT IN FACILITIES AND PUBLIC BUILDINGS (c) **Conditions requiring a mandatory asbestos inspection for ACBM**, "prior to any renovation or dismantling within a public building, commercial building, or facility including preparations for partial or complete demolition, as required by 40 CFR §61.145, owners must have a thorough inspection performed. The work area and all immediately surrounding areas which could foreseeably be disturbed by the actions necessary to perform the project must be inspected and sampled as applicable prior to renovations or demolition."

- 2.2 Assessment: In the event suspect ACM is identified in the visual reconnaissance, visually assess suspect ACM for variations in color, texture, thickness, and other characteristics useful in determining the material's uniformity and homogeneous area within the Target Areas.
- 2.3 Evaluation of Suspect ACM: In the event suspect ACM is identified in the visual reconnaissance, evaluate current physical condition, friability of the material, assign hazard ratings, and estimate quantities.
- 2.4 Sampling:
- Collect samples of identified and reasonably accessible suspect ACM at the Site.
  - Sampling for this Limited Asbestos Survey will be guided by the Texas Asbestos Health Protection Rules (TAHPR) (see 25 TAC §295.58) and generally in accord with AHERA (the Asbestos Hazard Emergency Response Act of 1986, Public Law 99-519) sampling protocols (see 40 CFR §§ 763.86 and 763.88). The AHERA sampling protocols are statistically-based and were originally developed to implement AHERA which amends the Federal Toxic Substances Control Act (see 15 USC, §2641, et seq.). These rules are often followed by the OSHA, and the Texas Department of State Health Services (DSHS). ESEI will generally follow these sampling protocols in an effort to collect representative samples of the various suspect ACM in the Target Areas.
  - Samples will be collected by physically removing a small portion (approximately one square inch) of the suspect ACM using a sharp instrument. Layers of the material samples will be penetrated and registered as separate samples. Disturbance of adjacent material will be minimized during the sampling activities. Each sample will be placed into a separate labeled container and then sealed. Each sample will be labeled with the sample number and collection location, and accompanied with a chain-of-custody form. Sampling instrument will be cleaned between each sample collected to mitigate potential cross-contamination between samples collected.
- 2.5 Analysis
- Submit suspect ACM samples to ESEI's in-house laboratory for analysis of asbestos<sup>2</sup> content, if any. Unless otherwise directed by the Client, samples will be analyzed using Polarized Light Microscopy (PLM using the Environmental Protection Agency (EPA) "Interim Method for Determination of Asbestos in Bulk Insulation Samples" [40 CFR Chapter 1 (1-1-87 Edition) Part 763, Subpart F, Attachment III]);

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<sup>2</sup> Asbestos has historically been a component of a wide variety of building materials. These types of building materials, which may potentially contain asbestos, are termed "suspect asbestos-containing materials" (or suspect ACM). Suspect ACM may or may not contain asbestos. The actual asbestos content of a suspect material can be determined only through proper sampling and analysis performed by a qualified building inspector and laboratory. Pursuant to the National Emission Standards for Hazardous Air Pollutants (NESHAP) asbestos regulation (40 CFR §61.141, et seq.) ACM can be classified into two categories: friable ACM which can be reduced to powder or crumbled under light hand pressure (e.g., ceiling textures and thermal system insulation) and nonfriable ACM, which are materials that cannot be easily crumbled (e.g., floor tile and floor tile mastic). Regulated asbestos containing materials (RACM) which are those materials containing over 1% asbestos as defined under asbestos NESHAP.

- ESEI's in-house asbestos laboratory is accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) through the National Institute for Standards and Technology (ID Code No. 101162) and licensed as a DSHS licensed asbestos bulk laboratory (License No. 30-0117).
- If the results of the bulk laboratory analysis reveal asbestos, the percentage of asbestos contained within the sample will be compared with criteria outlined in the EPA definition of asbestos-containing material (and which value is also followed by OSHA and DSHS). If a concentration of greater than one percent (1%) asbestos is reported, it is defined by the Asbestos NESHAP as a positive identification and the material could be considered RACM depending upon the nature of the ACM and its coverage.
- The Asbestos NESHAP states that RACM (as defined in 40 CFR §61.141) containing less than 10% asbestos should be verified by point counting. If bulk sampling analysis determines that asbestos content of a friable asbestos sample is less than 10%, the building owner may: (i) elect to assume the asbestos content to be greater than 1% and treat the material as RACM, or (ii) require verification of asbestos content by point counting. If a result obtained by point counting is different from a result obtained by visual estimation, the point count result will be used. **Point Count Analysis is not included in the proposed services of this survey.**

## 2.6 Final Report and Reliance

- Prepare report summarizing results, including quantity of asbestos-containing building materials (ACBM) identified within the Target Areas at the Site.
- In the event ACBM is identified, recommendations will be offered for implementation prior to any renovation/demolition activities. The Final Report, rather than any preliminary or oral information provided, will constitute ESEI's Limited Asbestos Survey of the Target Areas at the Site.
- The Final Report will be prepared for the exclusive use of the Client solely for its use and reliance in the environmental assessment of this site. With the consent of ESEI and the Client, ESEI may (i) offer reliance to third parties for a fee and subject to the limitations and conditions of our Professional Services Agreement (PSA) or (ii) contract with other parties to develop findings and opinions related to such party's unique risk management concerns. The liability limitation listed in ESEI's PSA constitutes ESEI's aggregate liability as to the client and all relying parties.

## 3.0 **Lead-Based Paint Sampling Program**

Based the aforementioned information and per your request, ESEI's proposed Scope of Work for the lead-based paint survey is as follows:

- 3.1 XRF Analyzer: ESEI will provide services with a portable x-ray fluorescence (XRF) device for a LBP survey of homogenous areas of each proposed work area at the project.
- 3.2 Survey Report: When the documentation review, on-site sampling program, and sample analysis are completed, ESEI will compile field information and analytical results into a sampling report for each structure, which will identify and locate LBP discovered during

the site inspection. The complete analytical results will be included in the survey report. The laboratory report will list the sample identification number, describe the suspect material, and location of the sampled material, and indicate whether the material contains regulated amounts of lead. ESEI will produce drawings indicating the location of all samples collected at the building. The drawings will correspond with the sample numbers listed on the analytical reports. ESEI will estimate quantities of LBP discovered during the building inspections. The survey report will present recommendations for each LBP identified, as well as estimated removal costs for all confirmed LBP.

#### **4.0 Project Cost**

Hazardous Materials Surveys (Asbestos, Lead & Mold)	\$4,600
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#### **5.0 Standard of Care and Limitations**

The services will be prepared for the exclusive use of the Client to aid in the identification and management of ACM and LBP in the renovation/demolition of Target Areas identified by the Client. ESEI will perform its services in a manner consistent with the level of care and expertise exercised by asbestos professionals performing the same or similar services at the same time and in the same geographic area. The Texas Department of State Health Services licenses ESEI as a consultant agency and a PLM/PCM laboratory (License No. 10-0008 and 30-0117 respectively), and licensed inspectors will perform the services for your survey.

Samples for this pre-renovation asbestos and lead survey will be collected from discrete sample locations within the rooms and areas specifically identified herein (i.e., Target Areas). While attempts will be made to obtain representative samples most likely to contain asbestos and/or lead-based paint, findings and conclusions offered will be necessarily limited by the number of samples taken and access provided for sampling activities. The results provided cannot guarantee that no asbestos or lead is present in any area not sampled. This survey is not intended to be used for evaluation of worker health and safety conditions.

Conclusions and recommendations for this survey will represent the professional opinions of the ESEI personnel involved with the project. Results should not be considered as legal interpretation of existing federal, state or local environmental, health and safety laws or regulations. ESEI assumes no responsibility or liability for errors in information or data provided by third party sources.

During the Services, ESEI will take reasonable precautions to prevent injury or loss to persons or property at the Site and minimize damage to the Site; however, ESEI represents that invasive services, including, but not limited to, bulk material sampling, may damage or alter the Site; Site restoration is an out-of-scope service unless otherwise agreed in writing. It is understood and agreed that ESEI shall not be responsible for the supervision or health and safety precautions or plans for any third parties, including subcontractors or other parties present at the Site.

**6.0 Schedule and Authorization to Proceed**

This proposal will remain in effect for 30 days. ESEI will commence with this project after receiving a signed Professional Services Agreement (PSA). Initiation of these services via your authorization to proceed, below, constitutes acceptance of the terms and conditions in ESEI's PSA unless another agreement has been executed by the parties.

ESEI appreciates the opportunity to provide this proposal. If you have any questions, please contact the undersigned at (972) 416-0520 or by e-mail at [rgout@esei.net](mailto:rgout@esei.net).

Sincerely,

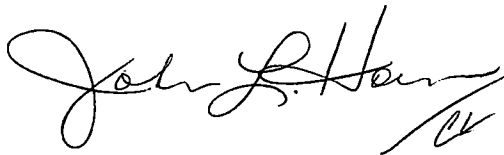
**ECOSYSTEMS ENVIRONMENTAL, INC.**



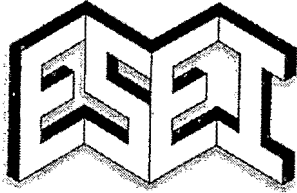
Russ Gout, President  
Individual Asbestos Consultant  
DSHS 10-5054

**Approved By**  
**Commissioner's Court**

11-22-2016

 11-22-16  
/ck





# 14,375(5)

# EcoSystems Environmental, Inc. Environmental Consulting Services

September 2, 2016

Honorable John Horn  
Hunt County Judge  
Hunt County Courthouse  
2507 Lee St., 2<sup>nd</sup> Floor  
Greenville, TX 75401

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

NOV 22 2016

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

**Re: Pre-Renovation Asbestos Survey &  
Lead-Based Paint Survey Proposal  
Hunt County Courthouse  
2507 Lee Street, Greenville, Texas 75401  
ESEI Proposal No. P01721**

Dear Mr. Honorable Judge Horn:

EcoSystems Environmental, Inc. (ESEI) is pleased to have the opportunity of submitting this proposal to Hunt County Courthouse (hereinafter, the Client) for a pre-renovation asbestos survey and lead-based paint survey of the referenced project (hereinafter, the Site).

## 1.0 Description of Services

According to the information provided to ESEI, renovation activities are planned for the referenced building at the Site. Prior to any planned renovation or demolition, an asbestos survey is required by Texas rules and regulations as well as the EPA's NESHAP (National Emission Standards for Hazardous Air Pollutants)<sup>1</sup>.

## 2.0 Pre-Renovation Asbestos Survey

Based the aforementioned information and per your request, ESEI's proposed Scope of Work for the pre-renovation asbestos survey is as follows:

- 2.1 Visual Reconnaissance: Conduct a visual reconnaissance of the renovation/demolition areas at the Site to visually determine the presence of suspect asbestos-containing materials (ACM);

<sup>1</sup> In the event renovation or demolition activities are contemplated for the Target Areas, sampling for asbestos-containing materials (ACM) is required by the Texas Asbestos Health Protection Rules (TAHPR). Specifically, TAHPR requires an inspection to determine the presence or location, or assess the condition of, friable or non-friable, asbestos-containing building material (ACBM) or suspect ACBM. Under the TAHPR, §295.34 ASBESTOS MANAGEMENT IN FACILITIES AND PUBLIC BUILDINGS (c) **Conditions requiring a mandatory asbestos inspection for ACBM**, "prior to any renovation or dismantling within a public building, commercial building, or facility including preparations for partial or complete demolition, as required by 40 CFR §61.145, owners must have a thorough inspection performed. The work area and all immediately surrounding areas which could foreseeably be disturbed by the actions necessary to perform the project must be inspected and sampled as applicable prior to renovations or demolition."

- 2.2 Assessment: In the event suspect ACM is identified in the visual reconnaissance, visually assess suspect ACM for variations in color, texture, thickness, and other characteristics useful in determining the material's uniformity and homogeneous area within the Target Areas.
- 2.3 Evaluation of Suspect ACM: In the event suspect ACM is identified in the visual reconnaissance, evaluate current physical condition, friability of the material, assign hazard ratings, and estimate quantities.
- 2.4 Sampling:
- Collect samples of identified and reasonably accessible suspect ACM at the Site.
  - Sampling for this Limited Asbestos Survey will be guided by the Texas Asbestos Health Protection Rules (TAHPR) (see 25 TAC §295.58) and generally in accord with AHERA (the Asbestos Hazard Emergency Response Act of 1986, Public Law 99-519) sampling protocols (see 40 CFR §§ 763.86 and 763.88). The AHERA sampling protocols are statistically-based and were originally developed to implement AHERA which amends the Federal Toxic Substances Control Act (see 15 USC, §2641, et seq.). These rules are often followed by the OSHA, and the Texas Department of State Health Services (DSHS). ESEI will generally follow these sampling protocols in an effort to collect representative samples of the various suspect ACM in the Target Areas.
  - Samples will be collected by physically removing a small portion (approximately one square inch) of the suspect ACM using a sharp instrument. Layers of the material samples will be penetrated and registered as separate samples. Disturbance of adjacent material will be minimized during the sampling activities. Each sample will be placed into a separate labeled container and then sealed. Each sample will be labeled with the sample number and collection location, and accompanied with a chain-of-custody form. Sampling instrument will be cleaned between each sample collected to mitigate potential cross-contamination between samples collected.
- 2.5 Analysis
- Submit suspect ACM samples to ESEI's in-house laboratory for analysis of asbestos<sup>2</sup> content, if any. Unless otherwise directed by the Client, samples will be analyzed using Polarized Light Microscopy (PLM using the Environmental Protection Agency (EPA) "Interim Method for Determination of Asbestos in Bulk Insulation Samples" [40 CFR Chapter 1 (1-1-87 Edition) Part 763, Subpart F, Attachment III];

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<sup>2</sup> Asbestos has historically been a component of a wide variety of building materials. These types of building materials, which may potentially contain asbestos, are termed "suspect asbestos-containing materials" (or suspect ACM). Suspect ACM may or may not contain asbestos. The actual asbestos content of a suspect material can be determined only through proper sampling and analysis performed by a qualified building inspector and laboratory. Pursuant to the National Emission Standards for Hazardous Air Pollutants (NESHAP) asbestos regulation (40 CFR §61.141, et seq.) ACM can be classified into two categories: friable ACM which can be reduced to powder or crumbled under light hand pressure (e.g., ceiling textures and thermal system insulation) and nonfriable ACM, which are materials that cannot be easily crumbled (e.g., floor tile and floor tile mastic). Regulated asbestos containing materials (RACM) which are those materials containing over 1% asbestos as defined under asbestos NESHAP.

- ESEI's in-house asbestos laboratory is accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) through the National Institute for Standards and Technology (ID Code No. 101162) and licensed as a DSHS licensed asbestos bulk laboratory (License No. 30-0117).
- If the results of the bulk laboratory analysis reveal asbestos, the percentage of asbestos contained within the sample will be compared with criteria outlined in the EPA definition of asbestos-containing material (and which value is also followed by OSHA and DSHS). If a concentration of greater than one percent (1%) asbestos is reported, it is defined by the Asbestos NESHAP as a positive identification and the material could be considered RACM depending upon the nature of the ACM and its coverage.
- The Asbestos NESHAP states that RACM (as defined in 40 CFR §61.141) containing less than 10% asbestos should be verified by point counting. If bulk sampling analysis determines that asbestos content of a friable asbestos sample is less than 10%, the building owner may: (i) elect to assume the asbestos content to be greater than 1% and treat the material as RACM, or (ii) require verification of asbestos content by point counting. If a result obtained by point counting is different from a result obtained by visual estimation, the point count result will be used. **Point Count Analysis is not included in the proposed services of this survey.**

## 2.6 Final Report and Reliance

- Prepare report summarizing results, including quantity of asbestos-containing building materials (ACBM) identified within the Target Areas at the Site.
- In the event ACBM is identified, recommendations will be offered for implementation prior to any renovation/demolition activities. The Final Report, rather than any preliminary or oral information provided, will constitute ESEI's Limited Asbestos Survey of the Target Areas at the Site.
- The Final Report will be prepared for the exclusive use of the Client solely for its use and reliance in the environmental assessment of this site. With the consent of ESEI and the Client, ESEI may (i) offer reliance to third parties for a fee and subject to the limitations and conditions of our Professional Services Agreement (PSA) or (ii) contract with other parties to develop findings and opinions related to such party's unique risk management concerns. The liability limitation listed in ESEI's PSA constitutes ESEI's aggregate liability as to the client and all relying parties.

## 3.0 **Lead-Based Paint Sampling Program**

Based the aforementioned information and per your request, ESEI's proposed Scope of Work for the lead-based paint survey is as follows:

- 3.1 XRF Analyzer: ESEI will provide services with a portable x-ray fluorescence (XRF) device for a LBP survey of homogenous areas of each proposed work area at the project.
- 3.2 Survey Report: When the documentation review, on-site sampling program, and sample analysis are completed, ESEI will compile field information and analytical results into a sampling report for each structure, which will identify and locate LBP discovered during

the site inspection. The complete analytical results will be included in the survey report. The laboratory report will list the sample identification number, describe the suspect material, and location of the sampled material, and indicate whether the material contains regulated amounts of lead. ESEI will produce drawings indicating the location of all samples collected at the building. The drawings will correspond with the sample numbers listed on the analytical reports. ESEI will estimate quantities of LBP discovered during the building inspections. The survey report will present recommendations for each LBP identified, as well as estimated removal costs for all confirmed LBP.

#### **4.0 Project Cost**

Hazardous Materials Surveys (Asbestos, Lead & Mold)	\$4,600
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#### **5.0 Standard of Care and Limitations**

The services will be prepared for the exclusive use of the Client to aid in the identification and management of ACM and LBP in the renovation/demolition of Target Areas identified by the Client. ESEI will perform its services in a manner consistent with the level of care and expertise exercised by asbestos professionals performing the same or similar services at the same time and in the same geographic area. The Texas Department of State Health Services licenses ESEI as a consultant agency and a PLM/PCM laboratory (License No. 10-0008 and 30-0117 respectively), and licensed inspectors will perform the services for your survey.

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Conclusions and recommendations for this survey will represent the professional opinions of the ESEI personnel involved with the project. Results should not be considered as legal interpretation of existing federal, state or local environmental, health and safety laws or regulations. ESEI assumes no responsibility or liability for errors in information or data provided by third party sources.

During the Services, ESEI will take reasonable precautions to prevent injury or loss to persons or property at the Site and minimize damage to the Site; however, ESEI represents that invasive services, including, but not limited to, bulk material sampling, may damage or alter the Site; Site restoration is an out-of-scope service unless otherwise agreed in writing. It is understood and agreed that ESEI shall not be responsible for the supervision or health and safety precautions or plans for any third parties, including subcontractors or other parties present at the Site.

## 6.0 Schedule and Authorization to Proceed

This proposal will remain in effect for 30 days. ESEI will commence with this project after receiving a signed Professional Services Agreement (PSA). Initiation of these services via your authorization to proceed, below, constitutes acceptance of the terms and conditions in ESEI's PSA unless another agreement has been executed by the parties.

ESEI appreciates the opportunity to provide this proposal. If you have any questions, please contact the undersigned at (972) 416-0520 or by e-mail at [rgout@esei.net](mailto:rgout@esei.net).

Sincerely,

**ECOSYSTEMS ENVIRONMENTAL, INC.**

A handwritten signature in black ink, appearing to read "Russ Gout", written in a cursive style.

Russ Gout, President  
Individual Asbestos Consultant  
DSHS 10-5054

# 14,377  
**County of Hunt**  
STATE OF TEXAS

KC

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



FILED FOR RECORD  
at 10:45 o'clock a.m. on  
PHONE: (903) 408-4148  
FAX: (903) 408-4242  
clerk@huntcounty.net

NOV 29 2016

**Request for Proposal**

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

**Formal Proposal # 151-17, Third Party Financing of Heavy Equipment for  
Hunt County Precinct 2**

Proposals, will be received at the office of the Hunt County Purchasing Agent, 2507 Lee Street, Room 104, Greenville, Texas, 75401 until **10:00A.M. Central Time November 21, 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:**

Please propose lowest interest rates and payments on the attached sheet. The right is reserved to accept or reject all or any part of your offer, and to accept the offer the Commissioners' Court considers the lowest responsible proposal. Proposals documents to be returned clearly indicating that a proposal is enclosed and reflecting the proposal number #151-17.

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

The undersigned by his/her signature represents that he/she is authorized to bind the proposer to fully comply with the terms and conditions of the Proposal, and Terms for the rates shown on the accompanying terms proposal sheet. By signing below, you have read the entire document and agreed to the terms therein.

Firm Name: Signature Public Funding Corp.

Address: 600 Washington Ave. Suite 305

Contact Name: Douglas S. Dillon

City, State, Zip: Towson, MD 21204

Telephone Number: (410) 704-0083

FAX Number: (410) 927-4005

E-mail: ddillon@signatureny.com

Date: Nov. 17, 2016

By: *Douglas S. Dillon*

By: Douglas S. Dillon

Authorized Representative – Signed by Hand

Authorized Representative – Typed or Printed

**SCOPE OF PROPOSAL**  
**Formal Proposal # 151-17, Third Party Financing of Heavy Equipment for**  
**Hunt County Precinct 2**

**SCOPE**

It is the intent of the Hunt County Commissioner's Court to secure third party financing for the following equipment for Hunt County Precinct 2:

- One (1) Doosan DX190W-5 US40 two Piece Boom Excavator**
- One (1) 72" Ditch Bucket #BS8B72**
- One (1) 36" Bucket #HF46-036**
- One (1) Roto-Tilt R-6**

The anticipated loan amount will be \$212,849.00.00. The loan should be calculated for a December 31, 2018, payoff date.

**POINT OF CONTACT**

Hunt County Point of Contact for issues concerning financing specifications is:

Cheryl Lowry  
Hunt County Purchasing Agent  
2507 Lee Street, Room 104  
Greenville, TX 75401  
Office: 903/408-4148  
Fax: 903/408-4242

Please provide a Vendor Point of Contact:

Name: Douglas S. Dillon  
Phone: (410) 704 - 0083

**RATE PROTECTION**

The interest rates quoted in this proposal will be valid for 45 days after opening of this proposal on November 21, 2016.

**TERMS OF PROPOSED THIRD PARTY FINANCING**

**Formal Proposal # 151-17, Third Party Financing of Heavy Equipment for  
Hunt County Precinct 2**

Amount to be financed: \$ 212,849.00

Term of contract: 24 months

Payments per year: Twelve (12)

Date first payment to be due: Jan. 15, 2017 (January, 2017)

Payment amount: \$ 9,011.68 \* Annual Interest rate: 1.54 %

Total Repaid: \$ 216,280.32 Total Interest Paid: \$ 3,431.32

Interest as percentage of Principal: 1.612 %

~~Documentation~~  
~~Administrative~~ Costs if any: \$ 350.00

\* assumes funding date of December 15, 2016 with payments due monthly in arrears.

~~Document preparation fees if any: \$ \_\_\_\_\_~~

Please state the amount and nature any other fees applicable to the loan:

County can prepay the balance on any payment date @ 102% of principal amount.

Penalty for early payoff if any: 2.0 %

Name of Proposer: Signature Public Funding Corp.

**COMMENTS BY PROPOSER**

see accompanying proposal for additional terms and conditions.

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# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Signature Public Funding Corp.

2  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

None

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

None

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

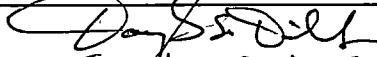
Yes

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

None

6  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7   
Signature Public Funding Corp.  
Signature of vendor doing business with the governmental entity

11/17/2017  
Date

**SUMMARY**

parameter filename ..... SuperTrump - Hunt County TX - Nov 2016 - 24 mos  
 parameter path ..... L:\Municipal Business Line\Temp Pricing - DSD\SuperTrump Runs\

<b>Cash Flows</b>		
loans lending	212,849.00	100.000000
interest received	3,431.24	1.612053
principal received	212,849.00	100.000000
<b>total cash in</b>	<b>216,280.24</b>	<b>101.612053</b>
equity	212,849.00	100.000000
<b>total cash out</b>	<b>212,849.00</b>	<b>100.000000</b>
pre-tax cash flow	3,431.24	1.612053
taxes paid	0.00	0.000000
<b>after-tax cash flow</b>	<b>3,431.24</b>	<b>1.612053</b>

<b>Statistics</b>				
composite tax rate	35.0000			
implicit interest rate, book	1.5400			
	pre-tax		after-tax	
	effective	nominal	effective	nominal
MISF (per)	2.3860	2.3692	1.5509	1.5400
IRR PTCF (per)	1.5509	1.5400	1.0081	1.0010
average life of loan: lending	12.5615 months			
average life of investment, after-tax	12.5615 months			
full term rate	without balloon		1.5400	
	with balloon		1.5400	
customer rate	1.5400			

<b>Loans Lending</b>								
	#	timing	from	to	rate	type	amount	% of loan
funding	212,849.00			Dec-15-16		funding	-212,849.00	-100.00000
interest	3,431.24	24 mon arr	Dec-15-16	→ Dec-15-18	1.5400	payment	9,011.68	4.233836
payments	216,280.24							
federal % taxable	0.000							

<b>Taxes/Lender</b>				
month fiscal year ends	Dec			
first year tax payments	Level on remaining dates			
	<b>Federal</b>			
tax calculation method	Accrual (Arr Only)			
tax estimation method	Level			
<u>start date</u>	<u>rate</u>	<u>thru</u>	<u>paid</u>	<u>percent</u>
Jan-01-07	35.0000	Mar	Apr	25.0000
		Jun	Jun	25.0000
		Sep	Sep	25.0000
		Dec	Dec	25.0000

**Loan Amortization**  
 ----- Single Loan -----  
 without totals

parameter filename ..... SuperTrump - Hunt County TX - Nov 2016 - 24 mos  
 parameter path ..... L:\Municipal Business Line\Temp Pricing - DSD\SuperTrump Runs\  
 average life ..... 1.047 years  
 average rate ..... 1.54000000%

date	starting balance	takedowns	debt service	interest	principal	ending balance
Dec-15-16	0.00	212,849.00	0.00	0.00	0.00	212,849.00
Jan-15-17	212,849.00	0.00	9,011.68	273.16	8,738.52	204,110.48
Feb-15-17	204,110.48	0.00	9,011.68	261.94	8,749.73	195,360.74
Mar-15-17	195,360.74	0.00	9,011.68	250.71	8,760.96	186,599.78
Apr-15-17	186,599.78	0.00	9,011.68	239.47	8,772.21	177,827.57
May-15-17	177,827.57	0.00	9,011.68	228.21	8,783.46	169,044.11
Jun-15-17	169,044.11	0.00	9,011.68	216.94	8,794.74	160,249.37
Jul-15-17	160,249.37	0.00	9,011.68	205.65	8,806.02	151,443.35
Aug-15-17	151,443.35	0.00	9,011.68	194.35	8,817.32	142,626.03
Sep-15-17	142,626.03	0.00	9,011.68	183.04	8,828.64	133,797.39
Oct-15-17	133,797.39	0.00	9,011.68	171.71	8,839.97	124,957.42
Nov-15-17	124,957.42	0.00	9,011.68	160.36	8,851.31	116,106.10
Dec-15-17	116,106.10	0.00	9,011.68	149.00	8,862.67	107,243.43
Jan-15-18	107,243.43	0.00	9,011.68	137.63	8,874.05	98,369.38
Feb-15-18	98,369.38	0.00	9,011.68	126.24	8,885.44	89,483.94
Mar-15-18	89,483.94	0.00	9,011.68	114.84	8,896.84	80,587.10
Apr-15-18	80,587.10	0.00	9,011.68	103.42	8,908.26	71,678.85
May-15-18	71,678.85	0.00	9,011.68	91.99	8,919.69	62,759.16
Jun-15-18	62,759.16	0.00	9,011.68	80.54	8,931.14	53,828.02
Jul-15-18	53,828.02	0.00	9,011.68	69.08	8,942.60	44,885.43
Aug-15-18	44,885.43	0.00	9,011.68	57.60	8,954.07	35,931.35
Sep-15-18	35,931.35	0.00	9,011.68	46.11	8,965.56	26,965.79
Oct-15-18	26,965.79	0.00	9,011.68	34.61	8,977.07	17,988.72
Nov-15-18	17,988.72	0.00	9,011.68	23.09	8,988.59	9,000.13
Dec-15-18	9,000.13	0.00	9,011.68	11.55	9,000.13	0.00
<b>total</b>		<u>212,849.00</u>	<u>216,280.24</u>	<u>3,431.24</u>	<u>212,849.00</u>	

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**PROPOSAL AND TERMS SHEET**

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Bid To Provide Tax-Exempt  
Lease Purchase Financing For New Heavy Equipment  
for Hunt County Precinct 2

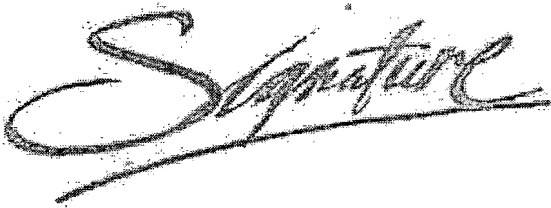
By and Between

Signature Public Funding Corp.

and the

Hunt County, Texas

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**SIGNATURE  
PUBLIC FUNDING**

Signature Public Funding Corp.,  
a wholly-owned subsidiary of Signature Bank

**Signature Public Funding Corp.**  
Douglas S. Dillon, Executive Sales Officer  
600 Washington Avenue, Suite 305  
Towson, Maryland 21204  
(410) 704-0083  
[ddillon@signatureny.com](mailto:ddillon@signatureny.com)



**SIGNATURE  
PUBLIC FUNDING**

November 17, 2016

Ms. Cheryl Lowry, Purchasing Agent  
Hunt County, TX  
2507 Lee Street, Room 104  
Greenville, TX 75401

**RE: Capital Lease Purchase Financing**

Dear Ms. Lowry:

Signature Public Funding Corp. ("SPFC") is pleased to present to Hunt County Commission ("County") its proposal for the financing of a new heavy equipment for Precinct 2 as identified in the Formal Proposal #~~152~~-17. The terms and conditions of our proposal are outlined in the attached terms sheet. <sup>151</sup>

If you have any questions about the proposal, please contact me for any clarification or follow-up. Otherwise, it has been a pleasure to offer this proposal to you and we look forward to your favorable acknowledgment.

Sincerely,

Douglas S. Dillon  
Executive Sales Officer

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PROPOSAL & TERMS SHEET: BACKGROUND AND PARTIES

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Hunt County, Texas

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**LESSEE:**

Hunt County, Texas (the "County" or "Lessee"), which shall be political subdivision or body corporate and politic of the State of Texas and qualify as a political subdivision within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code").

**LESSOR:**

Signature Public Funding Corp., a wholly-owned subsidiary of Signature Bank ("SPFC" or "Lessor"), or its Assignee.

**TYPE OF FINANCING:**

An Equipment Lease Schedule as part of a Master Lease Purchase Agreement (the "Lease") to be executed between the Lessee and Lessor. The Lessee will be responsible for all costs of operation, maintenance, insurance, taxes (if applicable) and the like as relates to the Equipment financed with a Lease Schedule. Said Lease shall be subject to the annual appropriation of funds by Lessee's governing body. Lease Payments will be calculated on a 30/360 amortization basis, and all compounding of interest shall occur monthly. The Lease will not be a general obligation of the Lessee or the State of Texas. The Lease shall be governed by the laws of the State of Texas and shall comply with all applicable state and federal laws and regulations.

**TAX EXEMPT STATUS:**

The Lease will be a tax-exempt lease financing such that the interest component of the Lease Payments will be excluded from the gross income calculations of the Lessor's federal and state taxes, and Lessee covenants and agrees to comply with all requirements of the Code and other rules, laws, regulations and promulgations necessary to keep the interest portion exempt from such income taxes, or, in the alternative, Lessee will pay interest at a taxable interest rate together with any fees or penalties resulting from its non-compliance. The County reasonably anticipates the total amount of tax-exempt obligations (other than private activity bonds) to be issued by County during calendar year 2016 will (or may not) exceed ten million

(\$10,000,000.00) dollars. The County will hold legal title to the Equipment, and federal tax ownership will be deemed to be with the County. The Lessor has not provided, nor will it provide tax or accounting advice to the Lessee regarding this transaction or the treatment thereof for tax and accounting purposes. The Lessor is not a registered financial advisor, nor registered with the MSRB or as broker-dealer in securities. The Lessee has obtained independent tax, financial advisory, securities and accounting advice as it deems necessary. An 8038-G will be provided with respect to the Lease executed in connection herewith.

**PROJECT/USE OF PROCEEDS:**

The "Equipment" will be new heavy equipment delivered by a Vendor or Vendors of the County's choosing. Equipment specifics like model number, MSN and options will be more fully set forth on the Lease Schedule and/or Acceptance Certificates delivered in connection with the Lease. The "Equipment Cost" is anticipated to be \$212,849.00. Additionally and at the request of the Lessee, the Equipment Cost may be increased to include reasonable transaction expenses for a Lease Schedule subject to mutual agreement or the parties.

**PROPOSAL & TERMS SHEET: LEASE TERMS, AMOUNT, & RATES**  
**Hunt County, Texas**

**TERM, RATES, AND PAYMENTS:**

FINANCING AMOUNT	INTEREST RATE*	TERM	STRUCTURE	PAYMENT DUE	NO. OF PAYMENTS	LEVEL MONTHLY PAYMENT
\$212,849	1.54%	24 months	Level monthly	Arrears	24	\$9,011.68

\* Interest Rate is equal to a margin over the average life Interest Rate SWAP as of November 17, 2016. The Interest Rate is subject to an adjustment for changes in the Interest Rate SWAP if the transaction does not close before December 31, 2016. Once set, the Interest Rate will be fixed for the Term. Upon award of the transaction to SPFC, SPFC will use all reasonable efforts to honor the quoted rate for a closing on, or before December 31, 2016, so long as this proposal is accepted on or before November 27, 2016.

Sample amortization tables for each Finance Option can be found attached hereto as Annex A.

**PREPAYMENT OPTIONS:**

The Lessee can exercise its right to prepay its obligations under the Lease in whole (partial prepayments are permitted with respect to damaged items of Equipment or unused lease proceeds remaining in the Escrow Account) on any scheduled payment date following 30 days' notice by paying the Prepayment Price to the Lessor. Prepayment Price is equal to the sum of: (a) the Lease Payment due on such date, (b) all other amounts due and owing under the Lease, and (c) 102% of the Remaining Principal Balance.

**SECURITY:**

The Lessee will grant Lessor a first priority and perfected security interest in the Equipment, Escrow Fund (if any), and all proceeds with respect to the foregoing. Lessor will file UCC-1 financing statements and fixture filings in order to perfect its security interest at its cost and expense; provided, however, that Lessee will provide Lessor with all reasonably requested information in order to make such filings. To the extent that any portion of the Equipment consists of titled vehicles or equipment, Lessee will list Lessor as a first position lienholder on such titles. Lessee is obligated to make all Rental and other Payments due under the Lease subject to its appropriation in each Fiscal Year of sufficient amounts of legally available funds.



**ESCROW FUNDING:**

SPFC has assumed funding of the Lease Proceeds to the vendors of the Equipment and to pay closing costs, if any, at closing. If required by Lessee, the Lessor will agree to fund the Equipment Cost into an escrow account for this transaction. The Escrow Account will be with an escrow agent to be mutually approved by the parties (the "Escrow Agent") using the Escrow Agent's standard form of escrow agreement with such changes as may be agreed by the parties. SPFC will review and approve escrow disbursements prior to Escrow Agent disbursing funds. It is assumed that all interest earnings will accrue for benefit of the County and that unused portions of the escrow account will be applied to the Prepayment of the Lease. If an Escrow Fund is required, the County will be responsible for all escrow fees charged by the Escrow Agent for administrative and investment activities related to the escrow account.

**REIMBURSEMENT:**

If the County intends to be reimbursed for any cost associated with the Project, the RFP or the Lease financing, intent for reimbursement from the Lease Proceeds must be evidenced and must qualify under the Treasury Regulation Section 1.150.2.

**INSURANCE:**

Lessee may choose to self-insure or provide alternate coverage on the terms and conditions acceptable to and approved by the Lessor. Alternatively, the Lessor may require the Lessee to furnish evidence of continuing all-risk property and casualty coverage for the greater of the Prepayment Price and/or replacement value of the Equipment and liability coverage of at least \$1,000,000 per occurrence for each property and bodily injury liability, with a minimum of \$5,000,000 aggregate for the Lease financed hereunder for the full term thereof. Such property and liability coverages shall, respectively, name Lessor as loss payee and additional insured.

**AUTHORIZED SIGNORS:**

The Lessee's governing body shall provide SPFC with its resolution or other evidence of authority to acquire the Equipment, enter into the Lease/financing thereof, and to execute the Lease Documentation and shall designate the individual(s) to execute all necessary documents used therein.

**LEGAL OPINION:**

The Lessee's counsel shall furnish SPFC with a validity and tax opinion covering, *inter alia*, the tax-exempt nature of this transaction, the authority of the County, the approval of the Project, and the approval of the documents used herein. This opinion shall be in a form and substance satisfactory to SPFC; however, such opinion may be delivered by the County's internal counsel. Upon request by Lessee and agreement of the Lessor, the tax portion of the opinion may be waived for this transaction.

**LEASE DOCUMENTATION:**

The Lease Documentation will be prepared by the SPFC and subject to approval by the County, its counsel, SPFC, and its counsel. The Lessee will be responsible for a one-time documentation fee in the amount of \$350.00 for the establishment of the Master Lease Agreement documentation. This fee may be financed with Lease Proceeds. Documentation shall include all standard representations, warranties, and covenants typically associated with a transaction of this nature, including any requirements of the SPFC's credit approval.

**DUE DILIGENCE:**

If not available in the public domain, at reasonable request by the Lessor the County shall provide documentation and information that may include items such as a final, executed (if available) copy of the Purchase Agreement or Invoice, three (3) years of current financial statements, budgets, demographics, and proof of appropriation for the current Fiscal Year and such other financial information relating to the ability of County to continue the Lease as may be reasonably requested by SPFC.

This proposal shall not be construed as a commitment to a lease or lend by and is subject to final credit approval by the Credit/Investment Committee of Signature Public Funding Corp. and Signature Bank and approval of the definitive lease documents in Signature Public Funding Corp.'s sole discretion. Any and all capitalized terms not specifically defined herein shall be given their meaning under the Lease Documents.

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PROPOSAL & TERMS SHEET: PROPOSAL ACCEPTANCE  
Hunt County, Texas

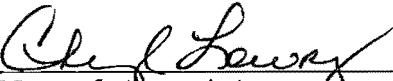
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**ACCEPTANCE BY COUNTY:**

The Proposal & Terms Sheet submitted by Signature Public Funding Corp., on November 17, 2016 has been reviewed, agreed to, and accepted by Hunt County, Texas.

AGREED AND ACCEPTED:

HUNT COUNTY, TEXAS

By:   
Name: CHERYL LOWRY  
Title: Purchasing Agent / Hunt County

**Annex A:** Sample Amortization illustrating a funding date of December 15, 2016

**Precinct 2: 24 month finance term**

**Interest Rate: 1.54%**

<u>Date</u>	<u>Funding</u>	<u>Semi Annual</u>		<u>Unamortized</u>		<u>Prepayment</u>
	<u>Amount</u>	<u>Payment</u>	<u>Interest</u>	<u>Principal</u>	<u>Balance</u>	<u>Price</u>
12/15/16	212,849.00	0.00	0.00	0.00	212,849.00	217,105.98
01/15/17	-	9,011.68	273.16	8,738.52	204,110.48	208,192.69
02/15/17	-	9,011.68	261.94	8,749.74	195,360.74	199,267.95
03/15/17	-	9,011.68	250.72	8,760.96	186,599.78	190,331.78
04/15/17	-	9,011.68	239.47	8,772.21	177,827.57	181,384.12
05/15/17	-	9,011.68	228.22	8,783.46	169,044.11	172,424.99
06/15/17	-	9,011.68	216.94	8,794.74	160,249.37	163,454.36
07/15/17	-	9,011.68	205.66	8,806.02	151,443.35	154,472.22
08/15/17	-	9,011.68	194.36	8,817.32	142,626.03	145,478.55
09/15/17	-	9,011.68	183.04	8,828.64	133,797.39	136,473.34
10/15/17	-	9,011.68	171.71	8,839.97	124,957.42	127,456.57
11/15/17	-	9,011.68	160.36	8,851.32	116,106.10	118,428.22
12/15/17	-	9,011.68	149.01	8,862.67	107,243.43	109,388.30
01/15/18	-	9,011.68	137.63	8,874.05	98,369.38	100,336.77
02/15/18	-	9,011.68	126.24	8,885.44	89,483.94	91,273.62
03/15/18	-	9,011.68	114.84	8,896.84	80,587.10	82,198.84
04/15/18	-	9,011.68	103.43	8,908.25	71,678.85	73,112.43
05/15/18	-	9,011.68	91.99	8,919.69	62,759.16	64,014.34
06/15/18	-	9,011.68	80.54	8,931.14	53,828.02	54,904.58
07/15/18	-	9,011.68	69.09	8,942.59	44,885.43	45,783.14
08/15/18	-	9,011.68	57.60	8,954.08	35,931.35	36,649.98
09/15/18	-	9,011.68	46.12	8,965.56	26,965.79	27,505.11
10/15/18	-	9,011.68	34.61	8,977.07	17,988.72	18,348.49
11/15/18	-	9,011.68	23.09	8,988.59	9,000.13	9,180.13
12/15/18	-	9,011.68	11.55	9,000.13	0.00	0.00
<b>Total</b>	<b>212,849.00</b>	<b>216,280.32</b>	<b>3,431.32</b>	<b>212,849.00</b>		

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Signature Public Funding Corp.  
Towson, MD United States

Certificate Number:  
2016-140444

Date Filed:  
11/28/2016

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

County of Hunt, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

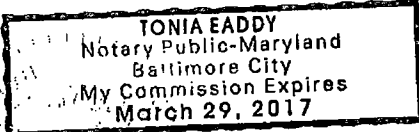
RFP # 151-17  
Tax-Exempt Lease Purchase Financing of vehicles and equipment for Precinct 2

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

### 6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*Douglas Dillon*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Douglas Dillon, this 28th day of November 2016, to certify which, witness my hand and seal of office.

*Tonia Eaddy*  
Signature of officer administering oath

Tonia Eaddy  
Printed name of officer administering oath

Notary  
Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

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 County of Hunt, Texas

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RFP # 151-17  
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			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
 Signature of officer administering oath

\_\_\_\_\_  
 Printed name of officer administering oath

\_\_\_\_\_  
 Title of officer administering oath

KC

# 14,378

# County of Hunt

STATE OF TEXAS

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



FILED FOR RECORD  
at 10:45 o'clock a.m.

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

NOV 29 2016

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

## Request for Proposal

### Formal Proposal # 152-17, Third Party Financing of Heavy Equipment for Hunt County Precinct 3

Proposals, will be received at the office of the Hunt County Purchasing Agent, 2507 Lee Street, Room 104, Greenville, Texas, 75401 until 10:00A.M. Central Time November 21, 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:

Please propose lowest interest rates and payments on the attached sheet. The right is reserved to accept or reject all or any part of your offer, and to accept the offer the Commissioners' Court considers the lowest responsible proposal. Proposals documents to be returned clearly indicating that a proposal is enclosed and reflecting the proposal number #152-17.

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

The undersigned by his/her signature represents that he/she is authorized to bind the proposer to fully comply with the terms and conditions of the Proposal, and Terms for the rates shown on the accompanying terms proposal sheet. By signing below, you have read the entire document and agreed to the terms therein.

Firm Name: Signature Public Funding Corp.

Address: 600 Washington Avenue, Suite 305

Contact Name: Douglas S. Dillon

City, State, Zip: Towson, MD 21204

Telephone Number: (410) 704-0083

FAX Number: (646) 927-4005

E-mail: ddillon@signatureny.com

Date: November 17, 2016

By: *Douglas S. Dillon*

By: Douglas S. Dillon

Authorized Representative – Signed by Hand

Authorized Representative – Typed or Printed



**SCOPE OF PROPOSAL**  
**Formal Proposal # 152-17, Third Party Financing of Heavy Equipment for**  
**Hunt County Precinct 3**

**SCOPE**

It is the intent of the Hunt County Commissioner's Court to secure third party financing for the following equipment for Hunt County Precinct 3:

**One (1) 2017 Peterbilt, Model 567 Truck/Tractor, 567 Day Cab, Cummins ISX 475 HP**  
**One (1) 2016 John Deere 770G Motor Grader**

The anticipated loan amount will be \$351,968.00. The loan should be calculated for a December 31, 2020, payoff date.

**POINT OF CONTACT**

Hunt County Point of Contact for issues concerning financing specifications is:

Cheryl Lowry  
Hunt County Purchasing Agent  
2507 Lee Street, Room 104  
Greenville, TX 75401  
Office: 903/408-4148  
Fax: 903/408-4242

Please provide a Vendor Point of Contact:

Name: Douglas S. Dillon

Phone: (410) 704-0083

**RATE PROTECTION**

The interest rates quoted in this proposal will be valid for 45 days after opening of this proposal on November 21, 2016.

**TERMS OF PROPOSED THIRD PARTY FINANCING**

**Formal Proposal # 152-17, Third Party Financing of Heavy Equipment for  
Hunt County Precinct 3**

Amount to be financed: \$ 351,968.00

Term of contract: 48 months

Payments per year: Twelve (12)

Date first payment to be due: January 15, 2017 (January, 2017)

Payment amount: \$ 7,591.52 Annual Interest rate: 1.71 %

Total Repaid: \$ 364,392.96 Total Interest Paid: \$ 12,424.96

Interest as percentage of Principal: 3.53 %

Administrative Costs if any: \$ 0.00

Document preparation fees if any: \$ 350.00

Please state the amount and nature any other fees applicable to the loan:

County can prepay the balance on any payment date @ 102% of the principal amount.

Penalty for early payoff if any: 2.0 %

Name of Proposer: Signature Public Funding Corp.

**COMMENTS BY PROPOSER**

see accompanying Proposal for additional terms and conditions.

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# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Signature Public Funding Corp.

2  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

None

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

None

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

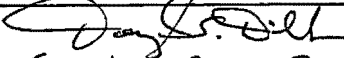
Yes

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

None

6  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7   
Signature Public Funding Corp.  
Signature of vendor doing business with the governmental entity

11/17/2017  
Date

**SUMMARY**

parameter filename ..... SuperTrump - Hunt County TX - Nov 2016 - 48 mos  
 parameter path ..... L:\Municipal Business Line\Temp Pricing - DSD\SuperTrump Runs\

<b>Cash Flows</b>		
loans lending .....	351,968.00	100.000000
interest received .....	12,425.14	3.530190
principal received .....	351,968.00	100.000000
total cash in .....	364,393.14	103.530190
equity .....	351,968.00	100.000000
total cash out .....	351,968.00	100.000000
pre-tax cash flow .....	12,425.14	3.530190
taxes paid .....	0.00	0.000000
after-tax cash flow .....	12,425.14	3.530190

<b>Statistics</b>					
composite tax rate .....					35.0000
implicit interest rate, book .....					1.7100
	pre-tax		after-tax		
	effective	nominal	effective	nominal	
MISF (per) .....	2.6515	2.6308	1.7235	1.7100	
IRR PTCF (per) ...	1.7235	1.7100	1.1203	1.1115	
average life of loan: lending .....					24.7733 months
average life of investment, after-tax .....					24.7733 months
full term rate without balloon .....					1.7100
with balloon .....					1.7100
customer rate .....					1.7100

<b>Loans Lending</b>								
	#	timing	from	to	rate	type	amount	% of loan
funding .....	351,968.00			Dec-15-16		funding	-351,968.00	-100.00000
interest .....	12,425.14	48 mon arr	Dec-15-16	→ Dec-15-20	1.7100	payment	7,591.52	2.156879
payments .....	364,393.14							
federal % taxable .....	0.000							

<b>Taxes/Lender</b>				
month fiscal year ends .....	Dec			
first year tax payments .....	Level on remaining dates			
	<b>Federal</b>			
tax calculation method .....	Accrual (Arr Only)			
tax estimation method .....	Level			
start date	rate	thru	paid	percent
Jan-01-07	35.0000	Mar	Apr	25.0000
		Jun	Jun	25.0000
		Sep	Sep	25.0000
		Dec	Dec	25.0000

**Loan Amortization**  
 ----- Single Loan -----  
 without totals

parameter filename ..... SuperTrump - Hunt County TX - Nov 2016 - 48 mos  
 parameter path ..... L:\Municipal Business Line\Temp Pricing - DSD\SuperTrump Runs\  
 average life ..... 2.064 years  
 average rate ..... 1.71000000%

date	starting balance	takedowns	debt service	interest	principal	ending balance
Dec-15-16	0.00	351,968.00	0.00	0.00	0.00	351,968.00
Jan-15-17	351,968.00	0.00	7,591.52	501.55	7,089.97	344,878.03
Feb-15-17	344,878.03	0.00	7,591.52	491.45	7,100.07	337,777.96
Mar-15-17	337,777.96	0.00	7,591.52	481.33	7,110.19	330,667.77
Apr-15-17	330,667.77	0.00	7,591.52	471.20	7,120.32	323,547.45
May-15-17	323,547.45	0.00	7,591.52	461.06	7,130.47	316,416.98
Jun-15-17	316,416.98	0.00	7,591.52	450.89	7,140.63	309,276.35
Jul-15-17	309,276.35	0.00	7,591.52	440.72	7,150.80	302,125.54
Aug-15-17	302,125.54	0.00	7,591.52	430.53	7,160.99	294,964.55
Sep-15-17	294,964.55	0.00	7,591.52	420.32	7,171.20	287,793.35
Oct-15-17	287,793.35	0.00	7,591.52	410.11	7,181.42	280,611.93
Nov-15-17	280,611.93	0.00	7,591.52	399.87	7,191.65	273,420.28
Dec-15-17	273,420.28	0.00	7,591.52	389.62	7,201.90	266,218.38
Jan-15-18	266,218.38	0.00	7,591.52	379.36	7,212.16	259,006.22
Feb-15-18	259,006.22	0.00	7,591.52	369.08	7,222.44	251,783.78
Mar-15-18	251,783.78	0.00	7,591.52	358.79	7,232.73	244,551.04
Apr-15-18	244,551.04	0.00	7,591.52	348.49	7,243.04	237,308.01
May-15-18	237,308.01	0.00	7,591.52	338.16	7,253.36	230,054.65
Jun-15-18	230,054.65	0.00	7,591.52	327.83	7,263.70	222,790.95
Jul-15-18	222,790.95	0.00	7,591.52	317.48	7,274.05	215,516.90
Aug-15-18	215,516.90	0.00	7,591.52	307.11	7,284.41	208,232.49
Sep-15-18	208,232.49	0.00	7,591.52	296.73	7,294.79	200,937.70
Oct-15-18	200,937.70	0.00	7,591.52	286.34	7,305.19	193,632.51
Nov-15-18	193,632.51	0.00	7,591.52	275.93	7,315.60	186,316.91
Dec-15-18	186,316.91	0.00	7,591.52	265.50	7,326.02	178,990.89
Jan-15-19	178,990.89	0.00	7,591.52	255.06	7,336.46	171,654.43
Feb-15-19	171,654.43	0.00	7,591.52	244.61	7,346.92	164,307.51
Mar-15-19	164,307.51	0.00	7,591.52	234.14	7,357.39	156,950.13
Apr-15-19	156,950.13	0.00	7,591.52	223.65	7,367.87	149,582.26
May-15-19	149,582.26	0.00	7,591.52	213.15	7,378.37	142,203.89
Jun-15-19	142,203.89	0.00	7,591.52	202.64	7,388.88	134,815.01
Jul-15-19	134,815.01	0.00	7,591.52	192.11	7,399.41	127,415.59
Aug-15-19	127,415.59	0.00	7,591.52	181.57	7,409.96	120,005.64
Sep-15-19	120,005.64	0.00	7,591.52	171.01	7,420.52	112,585.12
Oct-15-19	112,585.12	0.00	7,591.52	160.43	7,431.09	105,154.03
Nov-15-19	105,154.03	0.00	7,591.52	149.84	7,441.68	97,712.35
Dec-15-19	97,712.35	0.00	7,591.52	139.24	7,452.28	90,260.07
Jan-15-20	90,260.07	0.00	7,591.52	128.62	7,462.90	82,797.17
Feb-15-20	82,797.17	0.00	7,591.52	117.99	7,473.54	75,323.63
Mar-15-20	75,323.63	0.00	7,591.52	107.34	7,484.19	67,839.44
Apr-15-20	67,839.44	0.00	7,591.52	96.67	7,494.85	60,344.59
May-15-20	60,344.59	0.00	7,591.52	85.99	7,505.53	52,839.05
Jun-15-20	52,839.05	0.00	7,591.52	75.30	7,516.23	45,322.83
Jul-15-20	45,322.83	0.00	7,591.52	64.59	7,526.94	37,795.89
Aug-15-20	37,795.89	0.00	7,591.52	53.86	7,537.66	30,258.22
Sep-15-20	30,258.22	0.00	7,591.52	43.12	7,548.41	22,709.82
Oct-15-20	22,709.82	0.00	7,591.52	32.36	7,559.16	15,150.66
Nov-15-20	15,150.66	0.00	7,591.52	21.59	7,569.93	7,580.72
Dec-15-20	7,580.72	0.00	7,591.52	10.80	7,580.72	0.00
<b>total</b>		<u>351,968.00</u>	<u>364,393.14</u>	<u>12,425.14</u>	<u>351,968.00</u>	

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**PROPOSAL AND TERMS SHEET**

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Bid To Provide Tax-Exempt  
Lease Purchase Financing For New Heavy Equipment  
for Hunt County Precinct 3

By and Between

Signature Public Funding Corp.

and the

Hunt County, Texas

---



**SIGNATURE  
PUBLIC FUNDING**

Signature Public Funding Corp.,  
a wholly-owned subsidiary of Signature Bank

**Signature Public Funding Corp.**  
Douglas S. Dillon, Executive Sales Officer  
600 Washington Avenue, Suite 305  
Towson, Maryland 21204  
(410) 704-0083  
[ddillon@signatureny.com](mailto:ddillon@signatureny.com)



**SIGNATURE  
PUBLIC FUNDING**

November 17, 2016

Ms. Cheryl Lowry, Purchasing Agent  
Hunt County, TX  
2507 Lee Street, Room 104  
Greenville, TX 75401

**RE: Capital Lease Purchase Financing**

Dear Ms. Lowry:

Signature Public Funding Corp. ("SPFC") is pleased to present to Hunt County Commission ("County") its proposal for the financing of a new heavy equipment for Precinct 3 as identified in the Formal Proposal #152-17. The terms and conditions of our proposal are outlined in the attached terms sheet.

If you have any questions about the proposal, please contact me for any clarification or follow-up. Otherwise, it has been a pleasure to offer this proposal to you and we look forward to your favorable acknowledgment.

Sincerely,

Douglas S. Dillon  
Executive Sales Officer

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PROPOSAL & TERMS SHEET: BACKGROUND AND PARTIES

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Hunt County, Texas

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**LESSEE:** Hunt County, Texas (the "County" or "Lessee"), which shall be political subdivision or body corporate and politic of the State of Texas and qualify as a political subdivision within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code").

**LESSOR:** Signature Public Funding Corp., a wholly-owned subsidiary of Signature Bank ("SPFC" or "Lessor"), or its Assignee.

**TYPE OF FINANCING:** An Equipment Lease Schedule as part of a Master Lease Purchase Agreement (the "Lease") to be executed between the Lessee and Lessor. The Lessee will be responsible for all costs of operation, maintenance, insurance, taxes (if applicable) and the like as relates to the Equipment financed with a Lease Schedule. Said Lease shall be subject to the annual appropriation of funds by Lessee's governing body. Lease Payments will be calculated on a 30/360 amortization basis, and all compounding of interest shall occur monthly. The Lease will not be a general obligation of the Lessee or the State of Texas. The Lease shall be governed by the laws of the State of Texas and shall comply with all applicable state and federal laws and regulations.

**TAX EXEMPT STATUS:** The Lease will be a tax-exempt lease financing such that the interest component of the Lease Payments will be excluded from the gross income calculations of the Lessor's federal and state taxes, and Lessee covenants and agrees to comply with all requirements of the Code and other rules, laws, regulations and promulgations necessary to keep the interest portion exempt from such income taxes, or, in the alternative, Lessee will pay interest at a taxable interest rate together with any fees or penalties resulting from its non-compliance. The County reasonably anticipates the total amount of tax-exempt obligations (other than private activity bonds) to be issued by County during calendar year 2016 will (or may not) exceed ten million



(\$10,000,000.00) dollars. The County will hold legal title to the Equipment, and federal tax ownership will be deemed to be with the County. The Lessor has not provided, nor will it provide tax or accounting advice to the Lessee regarding this transaction or the treatment thereof for tax and accounting purposes. The Lessor is not a registered financial advisor, nor registered with the MSRB or as broker-dealer in securities. The Lessee has obtained independent tax, financial advisory, securities and accounting advice as it deems necessary. An 8038-G will be provided with respect to the Lease executed in connection herewith.

**PROJECT/USE OF PROCEEDS:**

The "Equipment" will be new heavy vehicles and equipment delivered by a Vendor or Vendors of the County's choosing. Equipment specifics like model number, MSN and options will be more fully set forth on the Lease Schedule and/or Acceptance Certificates delivered in connection with the Lease. The "Equipment Cost" is anticipated to be \$351,968.00. Additionally and at the request of the Lessee, the Equipment Cost may be increased to include reasonable transaction expenses for a Lease Schedule subject to mutual agreement or the parties.

**PROPOSAL & TERMS SHEET: LEASE TERMS, AMOUNT, & RATES**  
**Hunt County, Texas**

**TERM, RATES, AND PAYMENTS:**

FINANCING AMOUNT	INTEREST RATE*	TERM	STRUCTURE	PAYMENT DUE	NO. OF PAYMENTS	LEVEL MONTHLY PAYMENT
\$351,968	1.71%	48 months	Level monthly	Arrears	48	\$7,591.52

\* Interest Rate is equal to a margin over the average life Interest Rate SWAP as of November 17, 2016. The Interest Rate is subject to an adjustment for changes in the Interest Rate SWAP if the transaction does not close before December 31, 2016. Once set, the Interest Rate will be fixed for the Term. Upon award of the transaction to SPFC, SPFC will use all reasonable efforts to honor the quoted rate for a closing on, or before December 31, 2016, so long as this proposal is accepted on or before November 27, 2016.

Sample amortization tables for each Finance Option can be found attached hereto as Annex A.

**PREPAYMENT OPTIONS:**

The Lessee can exercise its right to prepay its obligations under the Lease in whole (partial prepayments are permitted with respect to damaged items of Equipment or unused lease proceeds remaining in the Escrow Account) on any scheduled payment date following 30 days' notice by paying the Prepayment Price to the Lessor. Prepayment Price is equal to the sum of: (a) the Lease Payment due on such date, (b) all other amounts due and owing under the Lease, and (c) 102% of the Remaining Principal Balance.

**SECURITY:**

The Lessee will grant Lessor a first priority and perfected security interest in the Equipment, Escrow Fund (if any), and all proceeds with respect to the foregoing. Lessor will file UCC-1 financing statements and fixture filings in order to perfect its security interest at its cost and expense; provided, however, that Lessee will provide Lessor with all reasonably requested information in order to make such filings. To the extent that any portion of the Equipment consists of titled vehicles or equipment, Lessee will list Lessor as a first position lienholder on such titles. Lessee is obligated to make all Rental and other Payments due under the Lease subject to its appropriation in each Fiscal Year of sufficient amounts of legally available funds.

**ESCROW FUNDING:**

SPFC has assumed funding of the Lease Proceeds to the vendors of the Equipment and to pay closing costs, if any, at closing. If required by Lessee, the Lessor will agree to fund the Equipment Cost into an escrow account for this transaction. The Escrow Account will be with an escrow agent to be mutually approved by the parties (the "Escrow Agent") using the Escrow Agent's standard form of escrow agreement with such changes as may be agreed by the parties. SPFC will review and approve escrow disbursements prior to Escrow Agent disbursing funds. It is assumed that all interest earnings will accrue for benefit of the County and that unused portions of the escrow account will be applied to the Prepayment of the Lease. If an Escrow Fund is required, the County will be responsible for all escrow fees charged by the Escrow Agent for administrative and investment activities related to the escrow account.

**REIMBURSEMENT:**

If the County intends to be reimbursed for any cost associated with the Project, the RFP or the Lease financing, intent for reimbursement from the Lease Proceeds must be evidenced and must qualify under the Treasury Regulation Section 1.150.2.

**INSURANCE:**

Lessee may choose to self-insure or provide alternate coverage on the terms and conditions acceptable to and approved by the Lessor. Alternatively, the Lessor may require the Lessee to furnish evidence of continuing all-risk property and casualty coverage for the greater of the Prepayment Price and/or replacement value of the Equipment and liability coverage of at least \$1,000,000 per occurrence for each property and bodily injury liability, with a minimum of \$5,000,000 aggregate for the Lease financed hereunder for the full term thereof. Such property and liability coverages shall, respectively, name Lessor as loss payee and additional insured.

**AUTHORIZED SIGNORS:**

The Lessee's governing body shall provide SPFC with its resolution or other evidence of authority to acquire the Equipment, enter into the Lease/financing thereof, and to execute the Lease Documentation and shall designate the individual(s) to execute all necessary documents used therein.

**LEGAL OPINION:**

The Lessee's counsel shall furnish SPFC with a validity and tax opinion covering, *inter alia*, the tax-exempt nature of this transaction, the authority of the County, the approval of the Project, and the approval of the documents used herein. This opinion shall be in a form and substance satisfactory to SPFC; however, such opinion may be delivered by the County's internal counsel. Upon request by Lessee and agreement of the Lessor, the tax portion of the opinion may be waived for this transaction.

**LEASE DOCUMENTATION:**

The Lease Documentation will be prepared by the SPFC and subject to approval by the County, its counsel, SPFC, and its counsel. The Lessee will be responsible for a one-time documentation fee in the amount of \$350.00 for the establishment of the Master Lease Agreement documentation. This fee may be financed with Lease Proceeds. Documentation shall include all standard representations, warranties, and covenants typically associated with a transaction of this nature, including any requirements of the SPFC's credit approval.

**DUE DILIGENCE:**

If not available in the public domain, at reasonable request by the Lessor the County shall provide documentation and information that may include items such as a final, executed (if available) copy of the Purchase Agreement or Invoice, three (3) years of current financial statements, budgets, demographics, and proof of appropriation for the current Fiscal Year and such other financial information relating to the ability of County to continue the Lease as may be reasonably requested by SPFC.

This proposal shall not be construed as a commitment to a lease or lend by and is subject to final credit approval by the Credit/Investment Committee of Signature Public Funding Corp. and Signature Bank and approval of the definitive lease documents in Signature Public Funding Corp.'s sole discretion. Any and all capitalized terms not specifically defined herein shall be given their meaning under the Lease Documents.

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PROPOSAL & TERMS SHEET: PROPOSAL ACCEPTANCE  
Hunt County, Texas


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**ACCEPTANCE BY COUNTY:**

The Proposal & Terms Sheet submitted by Signature Public Funding Corp., on November 17, 2016 has been reviewed, agreed to, and accepted by Hunt County, Texas.

AGREED AND ACCEPTED:

HUNT COUNTY, TEXAS

By:   
Name: *CHERYL LOWERY*  
Title: *Purchasing Agent / Hunt County*

**Annex A: Sample Amortization illustrating a funding date of December 15, 2016**

Precinct 3: 48 month finance term

Interest Rate: 1.71%

<u>Date</u>	<u>Funding Amount</u>	<u>Semi Annual Payment</u>	<u>Interest</u>	<u>Principal</u>	<u>Unamortized Balance</u>	<u>Prepayment Price</u>
12/15/16	351,968.00	0.00	0.00	0.00	351,968.00	359,007.36
01/15/17	-	7,591.52	501.55	7,089.97	344,878.03	351,775.59
02/15/17	-	7,591.52	491.45	7,100.07	337,777.96	344,533.52
03/15/17	-	7,591.52	481.33	7,110.19	330,667.77	337,281.13
04/15/17	-	7,591.52	471.20	7,120.32	323,547.45	330,018.40
05/15/17	-	7,591.52	461.05	7,130.47	316,416.98	322,745.32
06/15/17	-	7,591.52	450.89	7,140.63	309,276.35	315,461.88
07/15/17	-	7,591.52	440.71	7,150.81	302,125.54	308,168.05
08/15/17	-	7,591.52	430.53	7,160.99	294,964.55	300,863.84
09/15/17	-	7,591.52	420.32	7,171.20	287,793.35	293,549.22
10/15/17	-	7,591.52	410.10	7,181.42	280,611.93	286,224.17
11/15/17	-	7,591.52	399.87	7,191.65	273,420.28	278,888.69
12/15/17	-	7,591.52	389.62	7,201.90	266,218.38	271,542.75
01/15/18	-	7,591.52	379.36	7,212.16	259,006.22	264,186.34
02/15/18	-	7,591.52	369.08	7,222.44	251,783.78	256,819.46
03/15/18	-	7,591.52	358.78	7,232.74	244,551.04	249,442.06
04/15/18	-	7,591.52	348.49	7,243.03	237,308.01	242,054.17
05/15/18	-	7,591.52	338.16	7,253.36	230,054.65	234,655.74
06/15/18	-	7,591.52	327.82	7,263.70	222,790.95	227,246.77
07/15/18	-	7,591.52	317.47	7,274.05	215,516.90	219,827.24
08/15/18	-	7,591.52	307.11	7,284.41	208,232.49	212,397.14
09/15/18	-	7,591.52	296.73	7,294.79	200,937.70	204,956.45
10/15/18	-	7,591.52	286.33	7,305.19	193,632.51	197,505.16
11/15/18	-	7,591.52	275.92	7,315.60	186,316.91	190,043.25
12/15/18	-	7,591.52	265.50	7,326.02	178,990.89	182,570.71
01/15/19	-	7,591.52	255.06	7,336.46	171,654.43	175,087.52
02/15/19	-	7,591.52	244.60	7,346.92	164,307.51	167,593.66
03/15/19	-	7,591.52	234.14	7,357.38	156,950.13	160,089.13
04/15/19	-	7,591.52	223.65	7,367.87	149,582.26	152,573.91
05/15/19	-	7,591.52	213.15	7,378.37	142,203.89	145,047.97
06/15/19	-	7,591.52	202.64	7,388.88	134,815.01	137,511.31
07/15/19	-	7,591.52	192.10	7,399.42	127,415.59	129,963.90
08/15/19	-	7,591.52	181.57	7,409.95	120,005.64	122,405.75
09/15/19	-	7,591.52	171.00	7,420.52	112,585.12	114,836.82
10/15/19	-	7,591.52	160.43	7,431.09	105,154.03	107,257.11

11/15/19	-	7,591.52	149.84	7,441.68	97,712.35	99,666.60
12/15/19	-	7,591.52	139.24	7,452.28	90,260.07	92,065.27
01/15/20	-	7,591.52	128.62	7,462.90	82,797.17	84,453.11
02/15/20	-	7,591.52	117.98	7,473.54	75,323.63	76,830.10
03/15/20	-	7,591.52	107.33	7,484.19	67,839.44	69,196.23
04/15/20	-	7,591.52	96.67	7,494.85	60,344.59	61,551.48
05/15/20	-	7,591.52	85.98	7,505.54	52,839.05	53,895.83
06/15/20	-	7,591.52	75.30	7,516.22	45,322.83	46,229.29
07/15/20	-	7,591.52	64.58	7,526.94	37,795.89	38,551.81
08/15/20	-	7,591.52	53.85	7,537.67	30,258.22	30,863.38
09/15/20	-	7,591.52	43.12	7,548.40	22,709.82	23,164.02
10/15/20	-	7,591.52	32.36	7,559.16	15,150.66	15,453.67
11/15/20	-	7,591.52	21.58	7,569.94	7,580.72	7,732.33
12/15/20	-	7,591.52	10.80	7,580.72	0.00	0.00
<b>Total</b>		<b>351,968.00</b>	<b>364,392.96</b>	<b>12,424.96</b>	<b>351,968.00</b>	



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Signature Public Funding Corp.  
Towson, MD United States

Certificate Number:  
2016-140440

Date Filed:  
11/28/2016

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

County of Hunt, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP # 152-17  
Tax-Exempt Lease Purchase Financing of vehicles and equipment for Precinct 3


4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO interested Party.

6 AFFIDAVIT

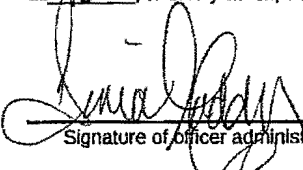
I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

**TONIA EADDY**  
Notary Public-Maryland  
Baltimore City  
My Commission Expires  
March 29, 2017

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Douglas Dillon, this the 28th day of November 2016, to certify which, witness my hand and seal of office.

  
\_\_\_\_\_  
Signature of officer administering oath

Tonia Eaddy  
\_\_\_\_\_  
Printed name of officer administering oath

Notary  
\_\_\_\_\_  
Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2016-140440

Date Filed:  
11/28/2016

Date Acknowledged:  
11/28/2016

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Signature Public Funding Corp.  
Towson, MD United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
County of Hunt, Texas

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

RFP # 152-17  
Tax-Exempt Lease Purchase Financing of vehicles and equipment for Precinct 3

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**



**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath

\_\_\_\_\_  
Printed name of officer administering oath

\_\_\_\_\_  
Title of officer administering oath

# Cumulative Report — Unofficial

## Hunt County Texas — General Election — November 08, 2016

Page 1 of 8

11/15/2016 04:30 PM

Total Number of Voters : 32,062 of 0 = 0.00%

Precincts Reporting 47 of 47 = 100.00%

Party	Candidate	Early	Election	Total
<b>Straight Party, Vote For 1</b>				
	Republican	7,652 79.58%	5,878 78.40%	13,530 79.06%
	Democratic	1,855 19.29%	1,464 19.53%	3,319 19.39%
	Libertarian	82 0.85%	115 1.53%	197 1.15%
	Green	27 0.28%	40 0.53%	67 0.39%
	<b>Cast Votes:</b>	<b>9,616 54.62%</b>	<b>7,497 52.49%</b>	<b>17,113 53.67%</b>
	<b>Over Votes:</b>	<b>2 0.01%</b>	<b>1 0.01%</b>	<b>3 0.01%</b>
	<b>Under Votes:</b>	<b>7,987 45.37%</b>	<b>6,784 47.50%</b>	<b>14,771 46.32%</b>

**President/Vice President, Vote For 1**

REP	Donald J. Trump/Mike Pence	13,280 76.12%	10,630 75.34%	23,910 75.77%
DEM	Hillary Clinton/Tim Kaine	3,587 20.56%	2,809 19.91%	6,396 20.27%
LIB	Gary Johnson/William Weld	397 2.28%	465 3.30%	862 2.73%
GRN	Jill Stein/Ajamu Baraka	68 0.39%	94 0.67%	162 0.51%
	Darrell L. Castle/Scott N. Bradley (W)	11 0.06%	17 0.12%	28 0.09%
	Scott Cubbler/Michael Rodriguez (W)	1 0.01%	0 0.00%	1 0.00%
	Cherunda Fox/Roger Kushner (W)	0 0.00%	1 0.01%	1 0.00%
	Tom Hoefling/Steve Schulin (W)	1 0.01%	1 0.01%	2 0.01%
	Laurence Kotlikoff/Edward Learner (W)	0 0.00%	2 0.01%	2 0.01%
	Jonathan Lee/Jeffrey Erskine (W)	0 0.00%	0 0.00%	0 0.00%
	Michael A. Maturen/Juan A. Munoz (W)	1 0.01%	2 0.01%	3 0.01%
	Evan McMullin/Nathan Johnson (W)	99 0.57%	85 0.60%	184 0.58%
	Monica Moorehead/Lamont Lilly (W)	0 0.00%	0 0.00%	0 0.00%
	Robert Morrow/Todd Sanders (W)	0 0.00%	3 0.02%	3 0.01%
	Emidio Soltysik/Angela Walker (W)	0 0.00%	0 0.00%	0 0.00%
	Dale Steffes/Paul E. Case (W)	0 0.00%	0 0.00%	0 0.00%
	Tony Valdivia/Aaron Barriere (W)	0 0.00%	0 0.00%	0 0.00%
	<b>Cast Votes:</b>	<b>17,445 98.73%</b>	<b>14,109 98.79%</b>	<b>31,554 98.75%</b>
	<b>Over Votes:</b>	<b>1 0.01%</b>	<b>1 0.01%</b>	<b>2 0.01%</b>
	<b>Under Votes:</b>	<b>224 1.27%</b>	<b>172 1.20%</b>	<b>396 1.24%</b>

**U.S. Representative District 4, Vote For 1**

REP	John Ratcliffe	13,579 87.86%	10,787 85.83%	24,366 86.95%
LIB	Cody Wommack	1,877 12.14%	1,781 14.17%	3,658 13.05%
	<b>Cast Votes:</b>	<b>15,456 87.84%</b>	<b>12,568 88.00%</b>	<b>28,024 87.91%</b>
	<b>Over Votes:</b>	<b>6 0.03%</b>	<b>1 0.01%</b>	<b>7 0.02%</b>
	<b>Under Votes:</b>	<b>2,133 12.12%</b>	<b>1,713 11.99%</b>	<b>3,846 12.07%</b>

FILED FOR RECORD  
 NOV 22 2016  
 COUNTY CLERK  
 HUNT COUNTY TEXAS  
 JENNIFER LINDERMEIER

#14,379

**Cumulative Report — Unofficial**  
**Hunt County Texas — General Election — November 08, 2016**

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Total Number of Voters : 32,062 of 0 = 0.00%

Precincts Reporting 47 of 47 = 100.00%

Party	Candidate	Early	Election	Total
<b>Railroad Commissioner, Vote For 1</b>				
REP	Wayne Christian	12,553 75.00%	9,750 72.30%	22,303 73.79%
DEM	Grady Yarbrough	3,153 18.84%	2,538 18.82%	5,691 18.83%
LIB	Mark Miller	750 4.48%	876 6.50%	1,626 5.38%
GRN	Martina Salinas	282 1.68%	322 2.39%	604 2.00%
	<b>Cast Votes:</b>	16,738 95.12%	13,486 94.43%	30,224 94.81%
	<b>Over Votes:</b>	11 0.06%	2 0.01%	13 0.04%
	<b>Under Votes:</b>	847 4.81%	794 5.56%	1,641 5.15%
<b>Justice, Supreme Court, Place 3, Vote For 1</b>				
REP	Debra Lehrmann	12,877 76.95%	10,001 74.05%	22,878 75.65%
DEM	Mike Westergren	3,062 18.30%	2,520 18.66%	5,582 18.46%
LIB	Kathie Glass	599 3.58%	760 5.63%	1,359 4.49%
GRN	Rodolfo Rivera Munoz	197 1.18%	225 1.67%	422 1.40%
	<b>Cast Votes:</b>	16,735 95.18%	13,506 94.57%	30,241 94.90%
	<b>Over Votes:</b>	11 0.06%	1 0.01%	12 0.04%
	<b>Under Votes:</b>	837 4.76%	775 5.43%	1,612 5.06%
<b>Justice, Supreme Court, Place 5, Vote For 1</b>				
REP	Paul Green	12,829 76.77%	10,085 74.93%	22,914 75.95%
DEM	Dori Contreras Garza	3,189 19.08%	2,537 18.85%	5,726 18.98%
LIB	Tom Oxford	549 3.29%	668 4.96%	1,217 4.03%
GRN	Charles E. Waterbury	143 0.86%	169 1.26%	312 1.03%
	<b>Cast Votes:</b>	16,710 94.96%	13,459 94.24%	30,169 94.64%
	<b>Over Votes:</b>	6 0.03%	0 0.00%	6 0.02%
	<b>Under Votes:</b>	881 5.01%	823 5.76%	1,704 5.35%
<b>Justice, Supreme Court, Place 9, Vote For 1</b>				
REP	Eva Guzman	12,644 75.85%	9,787 72.92%	22,431 74.54%
DEM	Savannah Robinson	3,191 19.14%	2,662 19.83%	5,853 19.45%
LIB	Don Fulton	617 3.70%	747 5.57%	1,364 4.53%
GRN	Jim Chisholm	218 1.31%	225 1.68%	443 1.47%
	<b>Cast Votes:</b>	16,670 94.73%	13,421 93.97%	30,091 94.39%
	<b>Over Votes:</b>	5 0.03%	0 0.00%	5 0.02%
	<b>Under Votes:</b>	922 5.24%	861 6.03%	1,783 5.59%

**Cumulative Report — Unofficial**  
**Hunt County Texas — General Election — November 08, 2016**

Total Number of Voters : 32,062 of 0 = 0.00%

Precincts Reporting 47 of 47 = 100.00%

Party	Candidate	Early	Election	Total
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**Judge, Court of Criminal Appeals Place 2, Vote For 1**

REP	Mary Lou Keel	12,695 76.35%	9,870 73.77%	22,565 75.20%
DEM	Lawrence "Larry" Meyers	3,199 19.24%	2,640 19.73%	5,839 19.46%
LIB	Mark Ash	593 3.57%	727 5.43%	1,320 4.40%
GRN	Adam King Blackwell Reposa	140 0.84%	142 1.06%	282 0.94%
<b>Cast Votes:</b>		<b>16,627 94.49%</b>	<b>13,379 93.68%</b>	<b>30,006 94.12%</b>
<b>Over Votes:</b>		<b>8 0.05%</b>	<b>0 0.00%</b>	<b>8 0.03%</b>
<b>Under Votes:</b>		<b>962 5.47%</b>	<b>903 6.32%</b>	<b>1,865 5.85%</b>

**Judge, Court of Criminal Appeals Place 5, Vote For 1**

REP	Scott Walker	12,874 77.18%	10,049 74.90%	22,923 76.16%
DEM	Betsy Johnson	3,233 19.38%	2,609 19.45%	5,842 19.41%
LIB	William Bryan Strange, III	387 2.32%	530 3.95%	917 3.05%
GRN	Judith Sanders-Castro	187 1.12%	229 1.71%	416 1.38%
<b>Cast Votes:</b>		<b>16,681 94.79%</b>	<b>13,417 93.94%</b>	<b>30,098 94.41%</b>
<b>Over Votes:</b>		<b>4 0.02%</b>	<b>0 0.00%</b>	<b>4 0.01%</b>
<b>Under Votes:</b>		<b>913 5.19%</b>	<b>865 6.06%</b>	<b>1,778 5.58%</b>

**Judge, Court of Criminal Appeals Place 6, Vote For 1**

REP	Michael E. Keasler	12,722 76.78%	9,863 73.96%	22,585 75.52%
DEM	Robert Burns	3,228 19.48%	2,698 20.23%	5,926 19.82%
LIB	Mark W. Bennett	620 3.74%	774 5.80%	1,394 4.66%
<b>Cast Votes:</b>		<b>16,570 94.22%</b>	<b>13,335 93.37%</b>	<b>29,905 93.84%</b>
<b>Over Votes:</b>		<b>8 0.05%</b>	<b>1 0.01%</b>	<b>9 0.03%</b>
<b>Under Votes:</b>		<b>1,008 5.73%</b>	<b>946 6.62%</b>	<b>1,954 6.13%</b>

**Member, State Board of Education, District 9, Vote For 1**

REP	Keven M. Ellis	12,550 76.08%	9,779 73.18%	22,329 74.78%
DEM	Amanda M. Rudolph	3,351 20.32%	2,849 21.32%	6,200 20.76%
LIB	Anastasia Wilford	594 3.60%	735 5.50%	1,329 4.45%
<b>Cast Votes:</b>		<b>16,495 93.74%</b>	<b>13,363 93.57%</b>	<b>29,858 93.66%</b>
<b>Over Votes:</b>		<b>6 0.03%</b>	<b>1 0.01%</b>	<b>7 0.02%</b>
<b>Under Votes:</b>		<b>1,096 6.23%</b>	<b>918 6.43%</b>	<b>2,014 6.32%</b>

# Cumulative Report — Unofficial

## Hunt County Texas — General Election — November 08, 2016

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Total Number of Voters : 32,062 of 0 = 0.00%

Precincts Reporting 47 of 47 = 100.00%

Party	Candidate		Early		Election		Total
<b>State Representative District 2, Vote For 1</b>							
REP	Dan Flynn		13,579 100.00%		11,031 100.00%		24,610 100.00%
		<b>Cast Votes:</b>	13,579 76.73%		11,031 77.24%		24,610 76.96%
		<b>Over Votes:</b>	0 0.00%		0 0.00%		0 0.00%
		<b>Under Votes:</b>	4,118 23.27%		3,251 22.76%		7,369 23.04%
<b>Chief Justice, 6th Court of Appeals District, Vote For 1</b>							
REP	Josh Morriss		13,266 100.00%		10,767 100.00%		24,033 100.00%
		<b>Cast Votes:</b>	13,266 75.35%		10,767 75.39%		24,033 75.37%
		<b>Over Votes:</b>	0 0.00%		0 0.00%		0 0.00%
		<b>Under Votes:</b>	4,340 24.65%		3,515 24.61%		7,855 24.63%
<b>Justice, 5th Court of Appeals District, Place 4, Vote For 1</b>							
REP	Lana Myers		12,971 79.45%		10,299 78.50%		23,270 79.03%
DEM	Gena Slaughter		3,355 20.55%		2,821 21.50%		6,176 20.97%
		<b>Cast Votes:</b>	16,326 92.78%		13,120 91.86%		29,446 92.37%
		<b>Over Votes:</b>	13 0.07%		0 0.00%		13 0.04%
		<b>Under Votes:</b>	1,258 7.15%		1,162 8.14%		2,420 7.59%
<b>Justice, 5th Court of Appeals District, Place 7, Vote For 1</b>							
REP	David John Schenck		12,923 79.31%		10,244 78.17%		23,167 78.80%
DEM	Dennise Garcia		3,371 20.69%		2,861 21.83%		6,232 21.20%
		<b>Cast Votes:</b>	16,294 92.60%		13,105 91.76%		29,399 92.22%
		<b>Over Votes:</b>	4 0.02%		1 0.01%		5 0.02%
		<b>Under Votes:</b>	1,299 7.38%		1,176 8.23%		2,475 7.76%
<b>District Judge, 354th Judicial District, Vote For 1</b>							
REP	Keli Aiken		13,576 100.00%		10,983 100.00%		24,559 100.00%
		<b>Cast Votes:</b>	13,576 77.15%		10,983 76.90%		24,559 77.04%
		<b>Over Votes:</b>	0 0.00%		0 0.00%		0 0.00%
		<b>Under Votes:</b>	4,021 22.85%		3,299 23.10%		7,320 22.96%
<b>District Attorney, 196th Judicial District, Vote For 1</b>							
REP	Noble D. Walker, Jr.		13,664 100.00%		10,951 100.00%		24,615 100.00%
		<b>Cast Votes:</b>	13,664 77.65%		10,951 76.68%		24,615 77.21%
		<b>Over Votes:</b>	0 0.00%		0 0.00%		0 0.00%
		<b>Under Votes:</b>	3,933 22.35%		3,331 23.32%		7,264 22.79%

# Cumulative Report — Unofficial

## Hunt County Texas — General Election — November 08, 2016

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Total Number of Voters : 32,062 of 0 = 0.00%

Precincts Reporting 47 of 47 = 100.00%

Party	Candidate	Early	Election	Total
<b>Judge, County Court-at-Law No. 2, Vote For 1</b>				
REP	F. Duncan Thomas	13,561 100.00%	10,895 100.00%	24,456 100.00%
	<b>Cast Votes:</b>	13,561 77.06%	10,895 76.28%	24,456 76.72%
	<b>Over Votes:</b>	38 0.22%	0 0.00%	38 0.12%
	<b>Under Votes:</b>	3,998 22.72%	3,387 23.72%	7,385 23.17%
<b>County Attorney, Vote For 1</b>				
REP	Joel David Littlefield	13,594 100.00%	10,946 100.00%	24,540 100.00%
	<b>Cast Votes:</b>	13,594 77.25%	10,946 76.64%	24,540 76.98%
	<b>Over Votes:</b>	0 0.00%	0 0.00%	0 0.00%
	<b>Under Votes:</b>	4,003 22.75%	3,336 23.36%	7,339 23.02%
<b>Sheriff, Vote For 1</b>				
REP	Randy Meeks	13,836 100.00%	11,219 100.00%	25,055 100.00%
	<b>Cast Votes:</b>	13,836 78.63%	11,219 78.55%	25,055 78.59%
	<b>Over Votes:</b>	0 0.00%	0 0.00%	0 0.00%
	<b>Under Votes:</b>	3,761 21.37%	3,063 21.45%	6,824 21.41%
<b>Tax Assessor-Collector, Vote For 1</b>				
REP	Randy L. Wineinger	13,615 100.00%	11,008 100.00%	24,623 100.00%
	<b>Cast Votes:</b>	13,615 77.37%	11,008 77.08%	24,623 77.24%
	<b>Over Votes:</b>	0 0.00%	0 0.00%	0 0.00%
	<b>Under Votes:</b>	3,982 22.63%	3,274 22.92%	7,256 22.76%
<b>County Commissioner Pct. 1, Vote For 1</b>				
REP	Eric Evans	3,339 100.00%	2,229 100.00%	5,568 100.00%
	<b>Cast Votes:</b>	3,339 75.22%	2,229 75.61%	5,568 75.38%
	<b>Over Votes:</b>	0 0.00%	0 0.00%	0 0.00%
	<b>Under Votes:</b>	1,100 24.78%	719 24.39%	1,819 24.62%
<b>County Commissioner Pct. 3, Vote For 1</b>				
REP	Phillip A. Martin	3,959 100.00%	3,232 100.00%	7,191 100.00%
	<b>Cast Votes:</b>	3,959 81.34%	3,232 80.98%	7,191 81.18%
	<b>Over Votes:</b>	28 0.58%	0 0.00%	28 0.32%
	<b>Under Votes:</b>	880 18.08%	759 19.02%	1,639 18.50%

# Cumulative Report — Unofficial

## Hunt County Texas — General Election — November 08, 2016

Total Number of Voters : 32,062 of 0 = 0.00%

Precincts Reporting 47 of 47 = 100.00%

Party	Candidate	Early	Election	Total
<b>Justice of the Peace Pct. 1 Place 1, Vote For 1</b>				
REP	Wayne Money	8,697 100.00%	5,133 100.00%	13,830 100.00%
	Cast Votes:	8,697 77.67%	5,133 77.06%	13,830 77.44%
	Over Votes:	41 0.37%	0 0.00%	41 0.23%
	Under Votes:	2,460 21.97%	1,528 22.94%	3,988 22.33%
<b>Constable Pct. 1, Vote For 1</b>				
REP	Terry Jones	8,529 100.00%	5,024 100.00%	13,553 100.00%
	Cast Votes:	8,529 76.17%	5,024 75.42%	13,553 75.89%
	Over Votes:	0 0.00%	0 0.00%	0 0.00%
	Under Votes:	2,669 23.83%	1,637 24.58%	4,306 24.11%
<b>Constable Pct. 2, Vote For 1</b>				
REP	Charles W. Adams	634 630 51.98%	✓ 851 48.85%	1485 1,481 50.14%
DEM	Wayne "Doc" Pierce	593 582 48.02%	892 891 51.15%	1485 1,473 49.86%
	Cast Votes:	1,212 93.02%	1,742 96.40%	2,954 94.98%
	Over Votes:	0 0.00%	0 0.00%	0 0.00%
	Under Votes:	91 6.98%	65 3.60%	156 5.02%
<b>Constable Pct. 3, Vote For 1</b>				
REP	Don Morrison	852 100.00%	1,133 100.00%	1,985 100.00%
	Cast Votes:	852 83.04%	1,133 83.55%	1,985 83.33%
	Over Votes:	0 0.00%	0 0.00%	0 0.00%
	Under Votes:	174 16.96%	223 16.45%	397 16.67%
<b>Constable Pct. 4, Vote For 1</b>				
REP	Kent E. Layton	3,231 100.00%	3,594 100.00%	6,825 100.00%
	Cast Votes:	3,231 79.39%	3,594 80.62%	6,825 80.03%
	Over Votes:	0 0.00%	0 0.00%	0 0.00%
	Under Votes:	839 20.61%	864 19.38%	1,703 19.97%
<b>Hunt County Proposition No. 1, Vote For 1</b>				
	FOR	9,652 64.01%	8,192 65.52%	17,844 64.69%
	AGAINST	5,428 35.99%	4,311 34.48%	9,739 35.31%
	Cast Votes:	15,080 85.70%	12,503 87.54%	27,583 86.53%
	Over Votes:	13 0.07%	0 0.00%	13 0.04%
	Under Votes:	2,503 14.22%	1,779 12.46%	4,282 13.43%

*Hand written in totals reflect manual hand count after election*



# Cumulative Report — Unofficial

## Hunt County Texas — General Election — November 08, 2016

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Total Number of Voters : 32,062 of 0 = 0.00%

Precincts Reporting 47 of 47 = 100.00%

Party	Candidate	Early	Election	Total
<b>City of Caddo Mills, Proposition 1, Vote For 1</b>				
	FOR	174 64.93%	140 64.22%	314 64.61%
	AGAINST	94 35.07%	78 35.78%	172 35.39%
	<b>Cast Votes:</b>	268 93.38%	218 95.20%	486 94.19%
	<b>Over Votes:</b>	0 0.00%	0 0.00%	0 0.00%
	<b>Under Votes:</b>	19 6.62%	11 4.80%	30 5.81%
<b>City of Royse City, Proposition 1, Vote For 1</b>				
	FOR	35 67.31%	57 74.03%	92 71.32%
	AGAINST	17 32.69%	20 25.97%	37 28.68%
	<b>Cast Votes:</b>	52 85.25%	77 89.53%	129 87.76%
	<b>Over Votes:</b>	0 0.00%	0 0.00%	0 0.00%
	<b>Under Votes:</b>	9 14.75%	9 10.47%	18 12.24%
<b>Mayor, City of West Tawakoni, Full Term, Vote For 1</b>				
	Keith Goodson	84 54.90%	163 67.36%	247 62.53%
	Tom Shoemake	69 45.10%	79 32.64%	148 37.47%
	<b>Cast Votes:</b>	153 77.27%	242 83.74%	395 81.11%
	<b>Over Votes:</b>	2 1.01%	0 0.00%	2 0.41%
	<b>Under Votes:</b>	43 21.72%	47 16.26%	90 18.48%
<b>City Council, City of West Tawakoni, Place 2 Full Term, Vote For 1</b>				
	Linda Kattner	132 100.00%	183 100.00%	315 100.00%
	<b>Cast Votes:</b>	132 66.67%	183 63.32%	315 64.68%
	<b>Over Votes:</b>	0 0.00%	0 0.00%	0 0.00%
	<b>Under Votes:</b>	66 33.33%	106 36.68%	172 35.32%
<b>City Council, City of West Tawakoni, Place 4 Full Term, Vote For 1</b>				
	John Hinchliffe	95 63.33%	136 61.26%	231 62.10%
	Lyle Varnes	55 36.67%	86 38.74%	141 37.90%
	<b>Cast Votes:</b>	150 75.76%	222 76.82%	372 76.39%
	<b>Over Votes:</b>	0 0.00%	0 0.00%	0 0.00%
	<b>Under Votes:</b>	48 24.24%	67 23.18%	115 23.61%

**Cumulative Report — Unofficial**  
**Hunt County Texas — General Election — November 08, 2016**

Total Number of Voters : 32,062 of 0 = 0.00%

Precincts Reporting 47 of 47 = 100.00%

Party	Candidate	Early	Election	Total
<b>Bland ISD School Trustee, Full Term, Vote For 4</b>				
	Kendal Wright	168 24.21%	206 20.89%	374 22.26%
	Jeff Striplin	93 13.40%	176 17.85%	269 16.01%
	James Wigington	100 14.41%	155 15.72%	255 15.18%
	Trent Poe	114 16.43%	198 20.08%	312 18.57%
	Shane Miles	88 12.68%	130 13.18%	218 12.98%
	Casey Gunnels	131 18.88%	121 12.27%	252 15.00%
	<b>Cast Votes:</b>	694 30.49%	986 37.63%	1,680 34.31%
	<b>Over Votes:</b>	4 0.70%	0 0.00%	4 0.33%
	<b>Under Votes:</b>	1,566 68.80%	1,634 62.37%	3,200 65.36%
<b>Cumby ISD School Trustee, 3 Year Term, Vote For 3</b>				
	Tony Aguilar	7 22.58%	12 23.53%	19 23.17%
	Melissa Ann Bryant	4 12.90%	7 13.73%	11 13.41%
	Kimberlea Miller	5 16.13%	8 15.69%	13 15.85%
	Jason G. Hudson	8 25.81%	14 27.45%	22 26.83%
	Jody Jarvis	7 22.58%	10 19.61%	17 20.73%
	<b>Cast Votes:</b>	31 29.52%	51 41.46%	82 35.96%
	<b>Over Votes:</b>	0 0.00%	0 0.00%	0 0.00%
	<b>Under Votes:</b>	74 70.48%	72 58.54%	146 64.04%
<b>Paris Junior College Proposition 1, Vote For 1</b>				
	FOR	6,041 39.94%	5,165 41.78%	11,206 40.77%
	AGAINST	9,085 60.06%	7,196 58.22%	16,281 59.23%
	<b>Cast Votes:</b>	15,126 86.98%	12,361 88.86%	27,487 87.82%
	<b>Over Votes:</b>	16 0.09%	1 0.01%	17 0.05%
	<b>Under Votes:</b>	2,249 12.93%	1,548 11.13%	3,797 12.13%

#14,380

AN ORDER OF THE COMMISSIONERS COURT OF HUNT COUNTY, TEXAS, CANVASSING RESULTS OF A SPECIAL BOND ELECTION HELD NOVEMBER 8, 2016; AND PROVIDING AN EFFECTIVE DATE

at 11:32 a'clock  
FILED FOR RECORD  
NOV 22 2016  
JENNIFER LINDENBERG  
County Clerk Hunt County TX

**WHEREAS**, the Commissioners Court (the "Court") of the Hunt County, Texas (the "County"), duly authorized an election (the "Election") to be held within the County on November 8, 2016, for the purpose of submitting to the resident qualified electors of the County the propositions hereinafter set forth; and

**WHEREAS**, the Court has investigated all matters pertaining to the Election, including the ordering, giving of notice, appointing of officers, and holding and making returns of the Election; and

**WHEREAS**, the election officers who conducted the Election have duly made the returns of the results thereof, and said returns have been duly delivered to the Court for official canvassing of the returns thereof; and

**WHEREAS**, upon the consideration of the returns of the Election, it appears that the same was held in accordance with the authorizing proceedings and was in all respects legally held after due notice had been given, and the returns duly and legally made, and other instruments, showed the following results:

PROPOSITION NO. 1

"Shall the Commissioners Court of the County of Hunt, Texas, be authorized to issue bonds of the County, in one or more series or issues, in the aggregate principal amount of \$24,420,000 for the purpose of providing funds for permanent public improvements, to-wit: for constructing, improving and maintaining roads and bridges within Hunt County, including the acquisition of land and rights-of-way therefor; including participating in the cost of joint projects with various state, city and regional council of government entities; said bonds of each series or issue, respectively, to mature serially over a period of not to exceed forty (40) years from their date, the maximum allowable under State law, and to be issued in such installments and sold at such price or prices and to bear interest at such rate or rates as shall be determined within the discretion of the Commissioners Court under laws in effect at the time of issuance; and to provide for the payment of the principal of and interest on said bonds by levying and collecting annual ad valorem taxes upon all taxable property within the County in an amount sufficient to pay the annual interest on said bonds and to provide a sinking fund sufficient to pay said bonds as they become due?"

17,844 VOTES FOR

9,139 VOTES AGAINST

TOTAL BALLOTS CAST IN ELECTION: 27,583

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

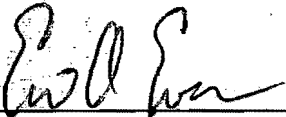
Section 1. All of the recitals contained in the preamble of this Order are found to be true and are adopted as findings of fact by the Court and as part of its judgment.

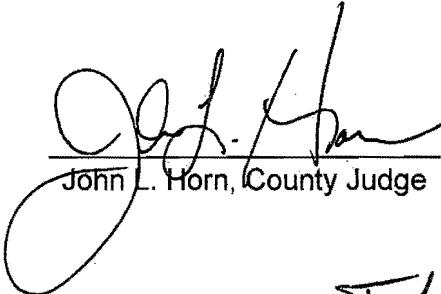
Section 2. It is found and determined that the results of the Election as canvassed and tabulated in the preamble hereof reflect the expressed desires of the electors of the County.

Section 3. In conformity with law, the Court is hereby authorized to issue the bonds and levy a tax in payment thereof on behalf of the County in the amounts and for the purposes set forth in the proceedings calling the election with respect to Proposition No. 1.

Section 4. This Order shall take effect immediately upon its passage and approval.

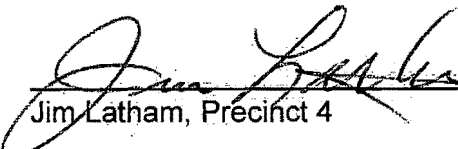
PASSED AND APPROVED this 22nd day of November, 2016.

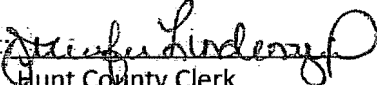
  
Eric Evans, Precinct 1

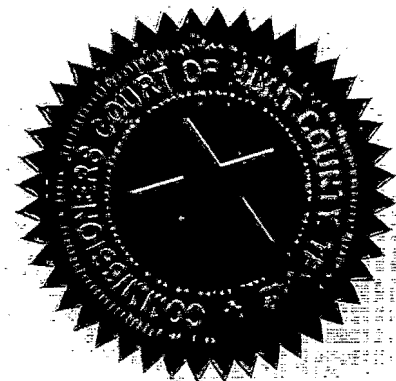
  
John L. Horn, County Judge

  
Tod McMahan, Precinct 2

  
Phillip Martin, Precinct 3

  
Jim Latham, Precinct 4

Attest:   
Jennifer Lindenberg  
Hunt County Clerk



# 14,380

CERTIFICATE FOR ORDER

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

NOV 22 2016

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

I, the undersigned County Clerk of Hunt County, Texas, hereby certify as follows:

1. The Commissioners Court of Hunt County, Texas (the "Commissioners Court") convened in a regular meeting, on November 22, 2016, at the Hunt County Auxiliary Courtroom located at 2700 Johnson Street, Greenville, Texas, and the roll was called of the duly constituted and acting members of the Commissioners Court, to wit:

- John Horn, County Judge
- Eric Evans, Commissioner, Precinct No. 1
- Tod McMahan, Commissioner, Precinct No. 2
- Phillip Martin, Commissioner, Precinct No. 3
- Jim Latham, Commissioner, Precinct No. 4

and all of the members of the Commissioners Court were present ~~except~~ \_\_\_\_\_, thus constituting a quorum. Whereupon, among other business, a written Order bearing the following caption was introduced for consideration by the Commissioners Court:

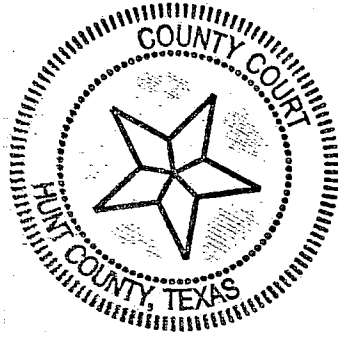
AN ORDER OF THE COMMISSIONERS COURT OF HUNT COUNTY, TEXAS, CANVASSING RESULTS OF A SPECIAL BOND ELECTION HELD NOVEMBER 8, 2016; AND PROVIDING AN EFFECTIVE DATE

was duly introduced for consideration of said Commissioners Court. It was then duly moved and seconded that said Order be passed; and, after due discussion, said motion, carrying with it the passage of said Order, prevailed and carried by the following vote:

AYES:   4        NOES:         ABSTENTIONS:   

2. A true, full and correct copy of the aforesaid Order passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Order has been duly recorded in the official minutes of said Commissioners Court; the above and foregoing paragraph is a true and correct excerpt from said minutes of said meeting pertaining to the passage of said Order; the persons named in the above and foregoing paragraph, at the time of said meeting and the passage of said Order, were the duly chosen, qualified and acting officers and members of said Commissioners Court as indicated therein; each of said officers and members was duly and sufficiently notified officially and personally in advance, of the time, place and purpose of the aforesaid meeting and that said Order would be introduced and considered for passage at said meeting, and each of said officers and members consented in advance to the holding of said meeting for such purpose; and said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, TEX. GOV'T CODE ANN., as amended.

SIGNED AND SEALED this November 22, 2016.



Jennifer Lindsey  
County Clerk, Hunt County, Texas

[COUNTY SEAL]



#14,381  
HUNT COUNTY

POST OFFICE BOX 1097 • GREENVILLE, TEXAS 75403-1097

HUNT COUNTY AUDITOR  
JIMMY P. HAMILTON  
(903) 408-4120 • FAX (903) 408-4280

November 14, 2016

Texas Commission On Jail Standards  
P.O. Box 12985  
Austin, TX 78711

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

NOV 22 2016

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By 

In compliance with Section 511.016, Vernon's Texas Codes Annotated, the Hunt County Auditor's Office performed annual audit procedures on the Hunt County Sheriff Jail Commissary Account. We examined bank statements, income and expense reports and supporting documents for the period October 1, 2015 through September 30, 2016.

We found nothing that would lead us to conclude that the balances and allocations of the Hunt County Sheriff Jail Commissary Account for this period were not, in all material respects, appropriately collected, expended and documented.

Sincerely,



Jimmy P. Hamilton  
Hunt County Auditor

Attachment

#14,384

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

**FY 11: Monthly Report, October 2016**

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

NOV 22 2016

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By *Jennifer 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: \$17,866,066.31**

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 22 day of November, 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 Martin*  
\_\_\_\_\_  
Phillip Martin, Comm., Pct #3



*Jim Latham*  
\_\_\_\_\_  
Jim Latham, Comm., Pct #4



**Hunt County Treasurer  
Monthly Report  
October 2016**

Hunt County Funds	Beginning Balance	Money Received	Money Disbursed	Transfer In/Out Investment	Month End Balance
84-District Clerk Archive	31,531.24	340.00	0.00		31,871.24
85-Co & District Court Tecl	7,847.30	92.56	0.00		7,939.86
86-County Record Preserv	78,620.52	570.00	-10.57		79,179.95
87-Justice Court Technolo	93,859.49	988.64	-37,514.40		57,333.73
88-County Clerk Archive	385,985.72	15,250.00	0.00		401,235.72
89-County Record Mgt Pre	7,528.48	863.72	0.00		8,392.20
91-LEOSE	41,059.68	0.00	0.00		41,059.68
95-Juv Prob. Center Fnd*	450,010.28	1,239.63	-28,881.78		422,368.13
96-Juv Prob "A-Z" Grant	94,083.25	57,176.00	-51,552.15		99,707.10
<hr/>					
50-Debt Service (I&S)*	105,423.35	11,507.58	0.00	0.00	116,930.93
50-Debt Service TexPool Ir	193,285.77	62.86	0.00	0.00	193,348.63
50-Debt Service Fund Tota	298,709.12	11,570.44	0.00	0.00	310,279.56
<hr/>					
61-Right of Way FundTxPoc	9,057.14	2.93	0.00		9,060.07
<hr/>					
<b>Total of Funds:</b>	<b>19,723,336.93</b>	<b>1,253,263.50</b>	<b>-3,110,534.12</b>	<b>0.00</b>	<b>17,866,066.31</b>
<hr/>					
*Year end adjustment					

**HUNT COUNTY DEBT**

	Mo. Beginning	Payment	Balance Due	Pay Off Date
Reserve State Comptroller*	849,763.11	-1,883.23	847,879.88	03/2054
Reserve St Comptroller II	213,110.82	-2,960.00	210,150.82	
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	-12,639.37	323,372.60	
OPEB Pension Liability	5,213,720.00	0.00	5,213,720.00	
<b>Totals:</b>	<b>12,042,318.31</b>	<b>-17,482.60</b>	<b>12,024,835.71</b>	

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

**Hunt County Treasurer  
Monthly Report  
October 2016**

Hunt County Funds	Beginning Balance	Money Received	Money Disbursed	Transfer In/Out Investment	Month End Balance
<b>10-GENERAL *</b>	5,309,632.11	905,906.93	-2,448,708.87	4,000,000.00	<b>7,766,830.17</b>
<b>10-TexPool Investment</b>	4,214,447.90	703.75	0.00	-4,000,000.00	<b>215,151.65</b>
<b>10-TexStar Investment</b>	1,220,013.24	435.37	0.00	0.00	<b>1,220,448.61</b>
<b>10-InWood Nat'l Bank CD</b>	563,921.88	577.79	0.00	0.00	<b>564,499.67</b>
<b>10-InWood Nat'l Bank CD-2</b>	505,771.51	518.20	0.00	0.00	<b>506,289.71</b>
<b>10-TexPool Investment, Jail</b>	3,155,873.74	1,025.89	0.00	0.00	<b>3,156,899.63</b>
<b>10-General Fund Totals:</b>	<b>14,969,660.38</b>	<b>909,167.93</b>	<b>-2,448,708.87</b>	<b>0.00</b>	<b>13,430,119.44</b>
<b>15-Exchange Bldg *</b>	249,343.96	48,449.01	-48,065.49		<b>249,727.48</b>
<b>20-Law Library</b>	6,017.39	2,030.00	-8,376.01		<b>-328.62</b>
<b>21-R&amp;B #1 *</b>	35,811.89	42,887.71	-57,219.88	60,000.00	<b>81,479.72</b>
<b>21-R&amp;B #1, TexPool Invest</b>	515,692.96	161.81	0.00	-60,000.00	<b>455,854.77</b>
<b>21-R&amp;B #1 Fund Totals:</b>	<b>551,504.85</b>	<b>43,049.52</b>	<b>-57,219.88</b>	<b>0.00</b>	<b>537,334.49</b>
<b>22-R&amp;B #2</b>	28,166.84	42,847.87	-174,402.79	185,000.00	<b>81,611.92</b>
<b>22-R&amp;B #2, TexPool Invest</b>	710,036.31	206.46	0.00	-185,000.00	<b>525,242.77</b>
<b>22-R&amp;B #2 Fund Totals:</b>	<b>738,203.15</b>	<b>43,054.33</b>	<b>-174,402.79</b>	<b>0.00</b>	<b>606,854.69</b>
<b>23-R&amp;B #3</b>	32,475.14	43,006.70	-99,514.02	105,000.00	<b>80,967.82</b>
<b>23-R&amp;B #3, TexPool Invest</b>	274,539.20	79.85	0.00	-105,000.00	<b>169,619.05</b>
<b>23-R&amp;B #3 Fund Totals:</b>	<b>307,014.34</b>	<b>43,086.55</b>	<b>-99,514.02</b>	<b>0.00</b>	<b>250,586.87</b>
<b>24-R&amp;B #4</b>	35,351.76	42,937.67	-100,410.86	110,000.00	<b>87,878.57</b>
<b>24-R&amp;B #4, TexPool Invest</b>	575,375.24	174.15	0.00	-110,000.00	<b>465,549.39</b>
<b>24-R&amp;B #4 Fund Totals:</b>	<b>610,727.00</b>	<b>43,111.82</b>	<b>-100,410.86</b>	<b>0.00</b>	<b>553,427.96</b>
<b>25-Health Private *</b>	43,377.45	6,070.56	-6,109.21		<b>43,338.80</b>
<b>26-State Health Services*</b>	-24,836.30	5,067.32	-29,862.84		<b>-49,631.82</b>
<b>27-Hunt County Grants*</b>	41,518.75	0.00	-5,482.75		<b>36,036.00</b>
<b>68-JP, DDC Fee Fund *</b>	140,849.75	455.40	-534.03		<b>140,771.12</b>
<b>71-DC Record Managmnt *</b>	12,599.33	190.52	-81.41		<b>12,708.44</b>
<b>70-Voter Admin 19</b>	0.00	0.00	0.00		<b>0.00</b>
<b>74-Elections Special</b>	66,792.02	476.53	0.00		<b>67,268.55</b>
<b>75-CA-DWI</b>	12,425.65	131.01	-26.18		<b>12,530.48</b>
<b>81-CC Rec Mgt Preservatic</b>	404,065.45	17,791.93	-7,121.29		<b>414,736.09</b>
<b>82-Courthouse Security</b>	28,147.90	2,786.01	-6,117.19		<b>24,816.72</b>
<b>83-Justice Court Sec.*</b>	67,633.64	251.14	-542.40		<b>67,342.38</b>

#14,385



FILED FOR RECORD  
at 11:30 o'clock a.m.

NOV 22 2016

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

November 07, 2016

Office of Hunt County Commissioners  
P O Box 1097  
Greenville, TX 75401

**Farmers Electric Cooperative Member: Richard S Maze**  
**Service Order Number: 1611001163**

Dear Sir:

Farmers Electric Cooperative, Inc. is requesting permission to construct electrical power distribution facilities **across CR 2510**, which is located approximately **15' of CR 2510**, in **Hunt County**, Texas. Site location map and construction sketches are enclosed. The construction sketch details the proposed work. All road crossing will have a minimum vertical clearance of 22 feet.

If you have any questions, please contact Field Engineering, Patrick Covington at 903.453-0565.

Sincerely,

*Patrick Covington*

Patrick Covington  
Engineering Aid  
pcovington@farmerselectric.coop

**Enclosures**

Submitted by:  
Damaris Rivera  
Field Engineering Coordinator  
903-453-0724  
drivera@farmerselectric.coop

#14,386

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



NOV 22 2016

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

October 31, 2016

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

**Farmers Electric Cooperative Member: Darren K. Brown**  
**Service Order Number: 1610003315**

Dear Judge Horn,

Farmers Electric Cooperative, Inc. is requesting permission to construct electrical power distribution facilities across Hunt County Road 2604 which is located, .02 miles south of FM 6 in Hunt County, Texas.

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

If you have any questions, please contact Griffin Trommer office, 903-453-0556 or cell, 903-513-9152.

Sincerely,

*Griffin Trommer*

Griffin Trommer  
Engineering Aid  
gtrommer@farmerselectric.coop

Submitted by Ra'chel Tidwell  
Field Engineering Coordinator

Enclosures

#14,387

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



NOV 22 2016

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

November 8, 2016

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

**Farmers Electric Cooperative Member: Eric Richardson**  
**Service Order Number: 1611001413**

Dear Judge Horn,

Farmers Electric Cooperative, Inc. is requesting permission to construct electrical power distribution facilities across Hunt County Road 3315 which is located, approximately 625 feet north of CR 3318 in Hunt County, Texas.

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

If you have any questions, please contact Cody Bland office, 903-453-0754 or cell, 903-513-5157.

Sincerely,

*Cody Bland*

Cody Bland  
Engineering Assistant

cbland@farmerselectric.coop  
Phone 903-453-0754  
Mobile 903-513-5157

Submitted by Ra'chel Tidwell  
Field Engineering Coordinator

Enclosures

#14,388



FILED FOR RECORD  
at 11:30 o'clock a.m.

NOV 22 2016

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

November 4, 2016

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

**Farmers Electric Cooperative Member: Eric Richardson**  
**Service Order Number: 1608002965**

Dear Judge Horn,

Farmers Electric Cooperative, Inc. is requesting permission to construct electrical power distribution facilities across Hunt County Road 3315 which is located, 836 feet north of intersection of CR 3318 and CR 3315 in Hunt County, Texas.

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

If you have any questions, please contact Tim Mackey office, 903-453-0527 or cell, 903-513-1595.

Sincerely,

*Tim Mackey*

Tim Mackey  
Project Coordinator  
tmackey@farmerselectric.coop

Submitted by Ra'chel Tidwell  
Field Engineering Coordinator

Enclosures

# 14,393

Fax to: 903-408-4291 Att: Sandy  
From: Classification  
JAIL COUNT  
November 8, 2016 - November 21, 2016

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

NOV 22 2016

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

<u>DATE</u>	<u>MALE</u>	<u>FEMALE</u>	<u>HOLDING</u>	<u>Hopkins County</u>	<u>PTS</u>	<u>Federal</u>	<u>TOTAL</u>
8-Nov	179	46	6	0	0	99	330
9-Nov	171	48	17	0	0	99	335
10-Nov	164	51	21	0	0	98	334
11-Nov	169	53	9	0	0	98	329
12-Nov	172	51	8	0	0	98	329
13-Nov	172	54	8	0	0	98	332
14-Nov	167	55	2	0	0	97	321
15-Nov	163	53	6	0	0	97	319
16-Nov	161	49	8	0	0	95	313
17-Nov	160	48	10	0	0	94	312
18-Nov	160	49	4	0	0	94	307
19-Nov	157	48	6	0	0	94	305
20-Nov	159	49	1	0	0	94	303
21-Nov	157	49	3	0	0	94	303