

#14,429
RESOLUTION

A RESOLUTION OF THE COMMISSIONER'S COURT OF HUNT COUNTY, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE COMMUNITY DEVELOPMENT FUND; AND AUTHORIZING THE COUNTY JUDGE TO ACT AS THE COUNTY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK PROGRAM.

WHEREAS, the Commissioner's Court of Hunt County desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

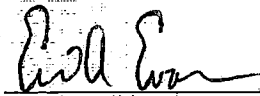
WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interests of Hunt County to apply for funding under the Texas Community Development Block Grant Program;

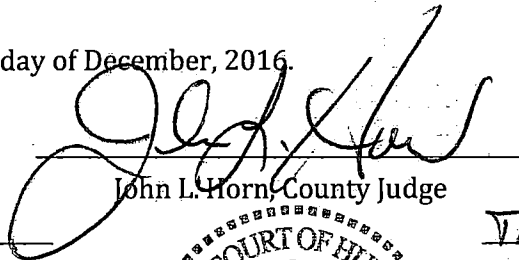
NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONER'S COURT OF HUNT COUNTY, TEXAS:

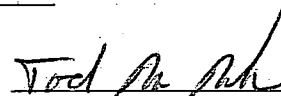
1. That a Texas Community Development Block Grant Program application for the Community Development Fund is hereby authorized to be filed on behalf of the County with the Texas Department of Agriculture.
2. That the County's application be placed in competition for funding under the Community Development Fund.
3. That the application be for \$275,000 of grant funds to provide for water system improvements.
4. That the Commissioner's Court directs and designates the County Judge as the County's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the County's participation in the Texas Community Development Block Grant Program.
5. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.
6. That it further be stated Hunt County Special Utility District is committing \$13,750. as a cash contribution toward the construction activities of this water system improvements project.

Passed and approved this 27th day of December, 2016.



Eric Evans, Pct. 1

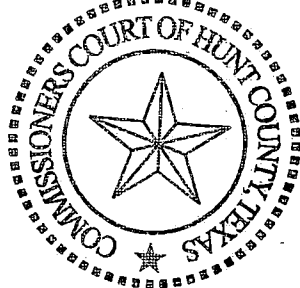

John L. Horn, County Judge

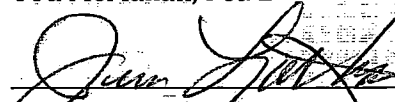


Tod McMahan, Pct. 2



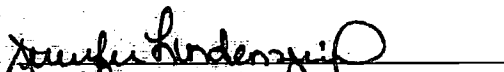
Phillip Martin, Pct. 3





Jim Latham, Pct. 4

Attest:


Jennifer Lindenzweig, County Clerk

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

DEC 27 2016

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By 

DEC 27 2016

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

#14,429
THE STATE OF TEXAS §
COUNTY OF HUNT § PROJECT AGREEMENT

This AGREEMENT is made between HUNT COUNTY, TEXAS, hereinafter referred to as the COUNTY, acting through its Commissioners' Court, and the NORTH HUNT SPECIAL UTILITY DISTRICT, hereinafter referred to as the SUD, acting through its Board of Directors.

The COUNTY agrees to provide grant funds budgeted from its Program Year 2017-2018 Community Development Block Grant Program contract to construct a water system improvements project on behalf of the SUD benefitting the North Hunt SUD system target area if such is awarded to the COUNTY by the Texas Department of Agriculture (TDA), hereinafter referred to as the GRANT. The term of this Agreement shall be from February 9, 2017, until the GRANT is administratively closed by TDA. Either party may terminate this Agreement with thirty (30) days written notice to the other party, but such early termination shall not relieve the parties from the financial obligations addressed below.

Parties agree that the COUNTY shall:

1. Endeavor to execute its GRANT responsibilities in a timely and efficient manner.
2. Be the repository of all receipts and documentation pertinent to the GRANT and furnish such to TDA upon its request.
3. Serve as the primary contact in all matters pertaining to the GRANT and the conduit for communication between itself, the SUD, and TDA.
4. Provide pre-bid project design and change orders to the SUD for its review and approval prior to approval by the COUNTY.
5. Not award a construction contract or approve a contract modification, including change orders, to complete the activities described in the GRANT in which the cost exceeds the funds available in the GRANT budget unless funds sufficient to cover the shortfall are committed in writing by the COUNTY, the SUD, or another party.
6. Attempt to modify the GRANT contract with TDA in order to bring costs within the GRANT budget if construction bids exceed the GRANT budget and funds sufficient to cover the shortfall are not available.
7. Automatically transfer full ownership of the GRANT-funded improvements to the SUD upon acceptance by the COUNTY of the Certificate of Construction Completion.
8. Provide any GRANT matching funds that it has separately committed by resolution of its Commissioners' Court.

Parties agree that the SUD shall:

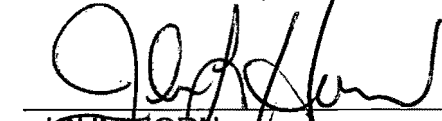
1. Comply with all COUNTY requests for information required to fulfill the COUNTY'S obligations under the GRANT.
2. Offer to provide access to the improved services to all beneficiaries of this project at its officially adopted utility rates.
3. Permit unrestricted access by the COUNTY and its selected engineering, administrative, and construction contractors to those portions of the construction site under SUD control, to allow performance of the GRANT-related duties outlined in agreements these entities shall have with the COUNTY.
4. Be solely responsible for the continued maintenance and operation of any proposed improvements upon acceptance by the COUNTY of the Certificate of Construction Completion.

5. Pay for any cost overruns attributable to the award of a construction contract or a contract modification, including change orders, to complete the activities described in the GRANT that it has approved in writing.
6. Cooperate with the County in any attempt to modify the GRANT contract with TDA in order to bring costs within the GRANT budget if construction bids exceed the GRANT budget and the SUD is unable to provide funds sufficient to cover the shortfall.
7. Pay any GRANT-related expenses incurred by the COUNTY that are unreimbursed by or repaid to TDA, in the event the GRANT project fails to provide the public improvements and benefits required under the GRANT contract.
8. Pay for any costs resulting from violation or early termination of this Agreement by the SUD.
9. Automatically receive full ownership of the GRANT-funded improvements upon acceptance by the COUNTY of the Certificate of Construction Completion.
10. Provide any GRANT matching funds that it has separately committed in writing through its Board of Directors.


The parties further agree that any GRANT funds provided by the COUNTY are without warranty of any kind to the SUD or any third party, and the SUD hereby agrees, to the extent allowable by law, to defend, hold harmless, and indemnify the COUNTY, its officers, agents, and employees for any claims for injury or death of any person or any property damage arising out of the COUNTY'S performance of its obligations under this Agreement. Nothing herein shall be construed to create any rights in third parties.

HUNT COUNTY, TEXAS

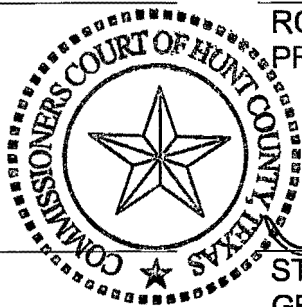
NORTH HUNT SPECIAL UTILITY DISTRICT




 JOHN HORN
 COUNTY JUDGE



 ROBERT SPEIGHT
 PRESIDENT OF THE BOARD




ATTEST:


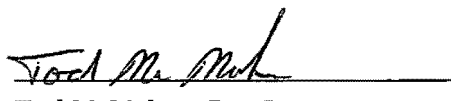
 JENNIFER LINDENZWEIG
 COUNTY CLERK




 STACEY NICHOLSON
 GENERAL MANAGER



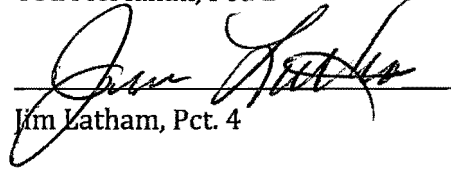
 Eric Evans, Pct. 1



 Tod McMahan, Pct. 2



 Phillip Martin, Pct. 3



 Jim Latham, Pct. 4

HUNT COUNTY BID TABULATION AWARD
 FORMAL BID NO. 149-17 VEHICLE TIRES AND SERVICE
 Effective Jan 1, 2017 through Dec 31, 2017

	Product or Service Required	VENDOR						Prev Yrs Usage
		American Tire Distributors	Annual	Brand	Discount Wheel & Tire	Annual	Brand	
	The following three tire sizes are for police car applications and shall be bid as pursuit rated tires.							
1	P225/60R16 Police Tire V Speed Rated PV41	92.31	\$ -	Firestone		\$ -		0
2	P235/55R17 Police Tire W Speed Rated 98W	105.38	\$ -	Firestone		\$ -		0
3	P225/60R18 Police Tire V Speed Rated 99V	111.27	\$ 2,781.75	Firestone		\$ -		25
4	P265/60R17 Police Tire H Speed Rated	117.36	\$ 1,995.12	Firestone		\$ -		82
		\$ 426.32	\$ 4,776.87		\$ -	\$ -		
	The following tires are for passenger car car & pickup applications.							
5	P185/65R15 All Season BSW		\$ -		\$ 58.00	\$ 290.00	Iron	5
6	P205/60R15 All Season BSW		\$ -		\$ 69.00	\$ -	Iron	0
7	P215/70R15 All Season BSW		\$ -		\$ 69.00	\$ -	Iron	0
8	P225/70R15 All Season BSW		\$ -		\$ 79.00	\$ -	Iron	0
9	P235/75R15 All Season BSW		\$ -		\$ 89.00	\$ -	Nexen	0
10	P225/60R16 All Season BSW		\$ -		\$ 79.00	\$ 474.00	Iron	6
11	P245/75R17 All Season BSW		\$ -		\$ 149.00	\$ -	Hercules	0
12	P265/70R16 Loadrange C M+S		\$ -		\$ 119.00	\$ -	Iron	0
13	P215/60R17 All Season BSW		\$ -		\$ 99.00	\$ -	Nexen	0
14	P265/70R17 All Season BSW		\$ -		\$ 119.00	\$ 714.00	Iron	6
15	P245/60R18 All Season BSW		\$ -		\$ 129.00	\$ -	Nexen	0
16	P235/70R17 All Season BSW		\$ -		\$ 99.00	\$ -	Iron	0
17	P245/70R17 All Season BSW		\$ -		\$ 99.00	\$ 396.00	Iron	4
18	P225/65R17		\$ -		\$ 92.00	\$ -	Iron	0
19	P255/70R16		\$ -		\$ 109.00	\$ -	Iron	0
20	P205/75R15		\$ -		\$ 75.00	\$ 150.00	Hercules	2
21	P275/60R20		\$ -		\$ 149.00	\$ -	Hercules	0
22	P255/65R17		\$ -		\$ 119.00	\$ 714.00	Iron	6
23	P255/45-20		\$ -		\$ 139.00	\$ -	Hercules	0
24	P285/40-20		\$ -		\$ 229.00	\$ -	Nitto	0
25	P225/35-20		\$ -		\$ 89.00	\$ -	Iron	0
26	P245/35-20		\$ -		\$ 89.00	\$ -	Iron	0
27	P225/55-17		\$ -		\$ 99.99	\$ -	Iron	0
28	P205/75-14		\$ -		\$ 64.00	\$ -	Iron	0
		\$ -	\$ -		\$ 2,509.99	\$ 2,738.00		
	The following Tires are for Light Truck and Trailer Applications.							
29	LT265/70R17 BSW All Season	134.18	\$ -	Firestone		\$ -		0
30	LT235/75R15 Loadrange "C" BSW All Season	103.67	\$ -	Firestone		\$ -		0
31	LT235/85R16 Loadrange "E" BSW M+S	114.80	\$ 459.20	Firestone		\$ -		4
32	LT245/70R17	117.28	\$ -	Firestone		\$ -		0
33	LT245/75R16 Loadrange "E" BSW M+S	110.11	\$ -	Firestone		\$ -		0
34	LT265/70R17 SBR OWL All M+S 10 ply	134.18	\$ 1,073.44	Firestone		\$ -		8
35	LT265/75R16 SBR Loadrange "E" All Season	126.24	\$ 1,136.16	Firestone		\$ -		9
36	LT285/75R16 SBR OWL All Season 8 ply	151.18	\$ -	Firestone		\$ -		0
37	LT285/75R16 SBR OWL All Season 10 ply	151.18	\$ -	Firestone		\$ -		0

#14, 430

JENNIFER LINDENZWEIG
 County Clerk Hunt County, TX

DEC 27 2016

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

**HUNT COUNTY BID TABULATION AWARD
FORMAL BID NO. 149-17 VEHICLE TIRES AND SERVICE
Effective Jan 1, 2017 through Dec 31, 2017**

		VENDOR						
38	ST205/90D15		\$ -		\$ 89.00	\$ -	Samsung	0
39	ST225/75D15		\$ -		\$ 94.00	\$ -	Hi-Run	0
40	205/75B15		\$ -		\$ 84.00	\$ 504.00	Hi-Run	6
41	215/85.16		\$ -		\$ 109.00	\$ -	Iron	0
42	235/60R16		\$ -		\$ 79.00	\$ 158.00	iron	2
43	275/55R20		\$ -		\$ 139.00	\$ -	Hercules	0
44	10-16.5		\$ -		\$ 129.00	\$ -	Samsung	0
45	7.00-15		\$ -		\$ 98.00	\$ -	Sumitomo	0
46	7.50-16 TRACTOR		\$ -		\$ 139.00	\$ -	Carlisle	0
47	10.00-16 TRACTOR		\$ -		\$ 199.00	\$ -	Carlisle	0
			\$ 2,668.80			\$ 662.00		
			\$ 1,142.82	\$ 7,445.67	\$ 1,159.00	\$ 3,400.00		
	The Following Services may be required.	American Tire Distributors			Discount Wheel & Tire			
48	Fee to Mount Tires (new stems)				\$ 8.00	\$ 1,440.00		180
49	Fee to Balance Tires				\$ 8.00	\$ 1,600.00		200
50	Fee for Flat Repair				\$ 15.00	\$ 900.00		60
51	Fee for tire rotation				\$ 15.00	\$ 180.00		12
	Total Estimated Annual Cost for tires and Service							
	Firm Fixed fee for front end alignment on: (parts extra if required)							
52	Ford Crown Vic Sedan				\$ 75.00	\$ 450.00		6
53	Chevrolet Impala Sedan				\$ 75.00	\$ 150.00		2
54	Dodge Charger				\$ 75.00	\$ 300.00		4
55	Ford F-150 2wd pick up				\$ 75.00	\$ -		
56	Ford F-250 2wd pick up				\$ 75.00	\$ -		
57	Ford F-350 2wd pick up				\$ 75.00	\$ -		
58	Ford E-350 Van				\$ 75.00	\$ 75.00		1
59	Dodge 2500 4wd pick up				\$ 85.00	\$ -		
60	Chevrolet Tahoe				\$ 75.00	\$ -		
61	Mark-up over cost for parts & replacement wheels				25%			
<p align="center">The Purchasing Department recommends the award to American Tire Distributors and Discount Wheel & Tire / Vendors which best conforms to the Bid Specifications American Tire Distributors will be the supplier of the Firestone tires on behalf of Discount Wheel & Tire and Discount Wheel & Tire will be the service provider for the Firestone tires</p>								
<p align="center">PER § LGC 262.022-5a</p>								



Hunt County Tire Quote #149-17

12/12/2016

Purchasing Department

Due to recent changes by Firestone, this letter is to inform you that American Tire is submitting this quote on the behalf of Discount Wheel and Tire. If American Tire is awarded this portion of the RFQ, Discount Wheel and Tire will be your point of contact. Discount Wheel and Tire will deliver and bill the county for the tires. Jeff Willingham will be your contact person.

Thank You

Roger Webster
Government Sales Manager

A handwritten signature in black ink that reads 'Roger Webster'.

Discount Wheel & Tire

"Where Service is the Bottom Line"

Jeff Willingham
Discount Wheel & Tire
4609 Wesley Street
Greenville, Texas
903-454-9721
jlwilling@sbcglobal.net

December 7, 2016

Mrs. Lowry
Purchasing Agent
Purchasing Department
2507 Lee Street, Room 104
Greenville, Texas 75401

Dear Mrs. Lowry:

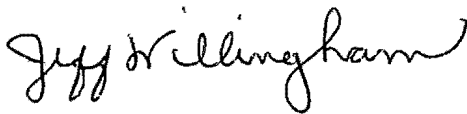
I am writing in regard to **Formal Bid # 149-17.**

Please note that the bid protocol with *Bridgestone/ Firestone* has changed. Thus, I did not include bid numbers for items 2-6 and 33-41 on your bid request as they will be bid on **my behalf** by *American Tire Distributors*. Pricing will be the same; service will be the same; and should we be awarded the bid, you would see no change in the service we provide.

Simply stated, *American Tire Distributors* will be the supplier of *Firestone* tires on our behalf and *Discount Wheel & Tire* will be the service provider for the *Firestone* tires.

With the new bid rules in place it will be necessary to consider our bids together as a joint effort.

Sincerely,



Jeff Willingham

②

County of Hunt

STATE OF TEXAS

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



14,430
FILED FOR RECORD
at 9:32 o'clock a.m.

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

DEC 28 2016

JENNIFER LINDENZWEIG
By County Clerk, Hunt County

Invitation To Bid

Formal Bid # 149-17, Vehicle Tires Twelve (12) Month Contract for Hunt County

Sealed bids in single copy unless otherwise stated, subject to Terms and Conditions of this Invitation to Bid and other contract provisions, will be received at the office of the Hunt County Purchasing Agent, 2507 Lee Street, Room 104, Greenville, Texas, 75401 until **10:00 A.M. Central Time December 14, 2016**.

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

READ CAREFULLY

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

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

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

Company Name: American Tire Distributors

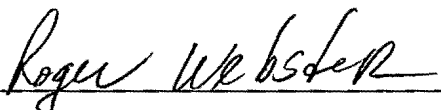
Address: 350 Railhead Road

Contact Name: Roger Webster

City, State, Zip: Fort Worth, TX 76106

Telephone Number: 800-722-6917

FAX Number: 682-499-7735

By: 

By: Roger Webster

Authorized Representative – Signed by Hand

Authorized Representative – Typed or Printed

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

TABLE OF CONTENTS

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

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

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

SPECIAL REQUIREMENTS/INSTRUCTIONS

FORMAL BID # 149-17; Vehicle Tires Twelve (12) Month Contract

1. **PAYMENT**

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

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

2. **ESCALATION CLAUSE**

Successful bidder(s) may apply for a price increase/decrease to the Hunt County Purchasing Agent. Price increase/decrease will be that amount increased/ decreased to the vendor from its supplier. Written documentation of the increase/decrease must be provided to the Hunt County Purchasing Agent at least 30 days prior to the effective date of increase. No application for a price increase/decrease may be submitted within the first six (6) months of this contract. Increases of more than 20% of the bid price will not be considered. Price decreases must be passed on to Hunt County immediately. Copies of the revised price list shall be sent directly to Hunt County Purchasing, 2507 Lee Street, Room 104, Greenville, TX 75401. Price lists shall show the bid number and title.

3. **ESTIMATES OF USE**

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

4. **DELIVERY**

Tires must be available for mounting the same day or no later than the next business day after the order is placed. **Vendor awarded bid will be required to keep at least four (4) (one set of each size) of police tires in stock for Hunt County at all times for same day mounting.** The county reserves the right to purchase from second lowest bidder should the low bidder be unable to meet the delivery requirements.

5. **FUEL SURCHARGES**

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

6. Conflict of Interest Questionnaire:

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

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

7. Certificate of Interested Parties (Form 1295):

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

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

Filing Process:

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

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

Information regarding how to use the filing application will be available on this site by January 1, 2016. <https://www.ethics.state.tx.us/tec/1295-Info.htm>, please follow Instructional Video for Business Entities. at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

SPECIFICATIONS

FORMAL BID # 149-17; Vehicle Tires Twelve (12) Month Contract

SCOPE

The intention of this Hunt County Invitation to Bid (ITB) is to solicit bids for a term contract for vehicle tires, tire mounting, balancing, rotation, flat repair and front end alignment for one (1) year beginning 1-1-17 through 12-31-17.

For information regarding the bid process, please contact Cheryl Lowry, Office of the Purchasing Agent at 903-408-4148 prior to December 2, 2016.

A purchase order will be required for all deliveries. All tires and services shall be performed on county owned vehicles only. Repairs and tires for private owned vehicles shall not be paid for by the county. **(Should you mount tires on a county vehicle without a purchase order or the verbal approval of the Hunt County Purchasing Department you will be required to remove the new tires and remount the old tires at NO cost to the county).** Backorders will not be accepted.

Emergency repair of flat tires on weekends and after hours is permitted without a purchase order or verbal approval. The invoice shall be faxed to the purchasing department at (903) 408-4242 the next business day for approval.

The sizes of orders will vary. Hunt County will require prompt delivery on all sizes of orders.

Hunt County is in no way guaranteeing any annual volume or amount that will be purchased.

EVALUATION CRITERIA

Hunt County will evaluate each bid based on conformance of item quoted to bid specification, price, delivery promised by vendor, proof of insurance and performance of vendor in previous contracts with Hunt County.

See Attachment 1 for Pricing Form

FORMAL BID # 149-17; Vehicle Tires Twelve (12) Month Contract

Effective January 1, 2017 through December 31, 2017

TIRE DISPOSAL: Any tire disposal fees shall be included in individual tire price bid. The county is tax exempt and will not pay any additional fees over the unit price bid.

INSURANCE: Please remember to attach a copy of your *ACORD Certificate of Liability Insurance Certificate* with your bid response.

ASE CERTIFICATION: Please include a copy of any ASE Certifications if applicable.

STATE CONTRACT PRICING: Please state if state contract pricing will be extended to the county for tire purchases not listed on the price and delivery form. Please state which contract will be applicable (ie TxMas, BuyBoard, HGAC or other)

BuyBoard 470-14

TXMAS

COMMENTS or EXCEPTIONS

The undersigned bidder has carefully examined the Invitation to Bid and the Certification included therein, the Standard Terms and Conditions and the Technical Specifications.

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

American Tire Distributors

Company Name

350 Railhead Road

Address

Fort Worth, TX 76106

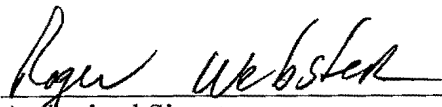
City, State, Zip

800-722-6917 / 682-499-7732

Phone

682-499-7735

Fax



Authorized Signature

Roger Wester

Name (Printed or Typed)

Government Sales Manager

Title

December 12, 2016

Date

rwebster@atd-us.com

E-Mail

HUNT COUNTY
GENERAL REQUIREMENTS
FOR BIDS

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your bid package is complete.

ACCESS TO RECORDS

In special circumstances, vendor may be required to allow duly authorized representatives of Hunt County or the State of Texas and the federal government access to contracts, books, documents and records necessary to verify the nature and extent of the cost of services provided by the vendor.

ADDENDA

When specifications are revised, the Hunt County Purchasing Department will issue an addendum addressing the nature of the change. Offerors must **sign and include it in the returned bid package.**

ASSIGNMENT

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Hunt County Commissioners Court.

AWARD

Hunt County reserves the right to award this contract on the basis of **LOWEST AND BEST BID** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court and present evidence concerning his responsibility after officially notifying the Office of the Purchasing Agent of his intent to appear.

BID FORM COMPLETION

Fill out and return to the Hunt County Purchasing Department ONE (1) Original complete bid form in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE BID NUMBER, DESCRIPTION AND BE MARKED "SEALED BID."** An authorized representative of the offeror should sign the Bid Cover Sheet. An authorized representative of the offeror should sign the Conflict of Interest Questionnaire and return with bid. The completed Form 1295 with the certification of filing, signed and notarized must be returned with the bid. The contract will be binding only when, the County Auditor, as applicable, certifies funds and a Purchase Order issued

CONFLICT OF INTEREST IN CONTRACTS

The Commissioners shall not approve the expenditure of any funds in favor of a business entity in which a county official or employee either directly or indirectly owns a substantial interest unless prior to any vote or decision on any matter involving the business entity, the commissioners are made aware of the interest of the official or employee and provided further that the official or employee take no part in the negotiating, making, accepting, or approving any payment, agreement or contract affecting the business entity and performs no duty for Hunt County in connection with the business entity.

BID RETURNS

Offerors must return all completed bids to the Hunt County Purchasing Department reception desk at 2507 Lee Street, Room 104, Greenville, TX, 75401, **before 10:00 A.M. LOCAL TIME IN GREENVILLE, TEXAS** on the date specified. **Late bids will not be accepted.**

BONDS

If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's check is not acceptable.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Contractor certifies by execution of this Contract that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." The Contractor further agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under this contract. Contractor also certifies that contractor will notify Hunt County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Contractor agrees to refund Hunt County for any payments made to the contractor while ineligible.

CHANGE OF OWNERSHIP

If ownership of your firm should change during the term of this contract, Hunt County must be notified in writing within ten (10) days and a new declaration of relationships submitted immediately to Hunt County Purchasing Agent. Failure by the vendor to provide written notification of change of ownership may result in cancellation of the contract.

HUNT COUNTY
GENERAL REQUIREMENTS
FOR BIDS

CONTRACT OBLIGATION

Hunt County Commissioner's Court must award the contract and the County Judge or other person authorized by the Hunt County Commissioners Court must sign the contract before it becomes binding on Hunt County or the offerors. Department heads are NOT authorized to sign agreements for Hunt County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between Hunt County and the offeror. Any price escalations are limited to those stated by the offeror in the original bid.

DIGITAL FORMAT

If offeror obtained the bid specifications in digital format in order to prepare a response, *the bid must be submitted in hard copy* according to the instructions contained in this bid package. If, in its bid response, offeror makes any changes whatsoever to the County's published bid specifications, the County's bid specification *as published* shall control. Furthermore, if an alteration of any kind to the County's bid specification is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation without recourse.

DISQUALIFICATION OF OFFEROR

Upon signing this bid document, an offeror offering to sell supplies, materials, services, or equipment to Hunt County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the offerors. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by an offeror and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

DRUG FREE WORK PLACE

All vendors shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, to its employees and all sub-contractors to insure that Hunt County maintains a drug-free workplace. The County reserves the right to review drug-testing records of any personnel involved in this bid project. The County may require, at vendor's expense, drug testing of vendor's personnel if no drug testing records exists or if such test results are older than six (6) months.

E-MAIL ADDRESS CONSENT

Vendor affirmatively consents to the disclosure of its e-mail addresses that are provided to Hunt County or any agency of Hunt County. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex. Gov't Code Ann. §522.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Vendor, its employees, officers, and agents acting on Vendor's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this bid/proposal or otherwise.

ERRORS or OMISSIONS

Due care and diligence have been used in preparation of this RFB, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all the information presented here in shall rest solely with the bidder. Hunt County and its representatives shall not be responsible for errors or omissions in these specifications, nor for failure on the part of the bidder to determine the full extent of the exposure.

EVALUATION

Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors that have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Hunt County Purchasing Department and recommendation to Hunt County Commissioner's Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. **Pricing is NOT the only criteria for making a recommendation.** The Hunt County Purchasing Department reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any bid.

FISCAL FUNDING

A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the offeror from the using department without penalty of any kind or form to Hunt County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.

HUNT COUNTY
GENERAL REQUIREMENTS
FOR BIDS

GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Hunt County's interpretation shall govern.

GOVERNING LAW

This invitation to bid is governed by the competitive requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Bidders shall comply with all applicable federal, state and local laws and regulations. Bidder is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Hunt County may request and rely upon advice, decisions and opinions of the Attorney General of Texas, the County Attorney, and the County Civil Attorney concerning any portion of these requirements. Any contract resulting from the award of this bid shall be governed by and construed in accordance with the laws of the State of Texas and the County of Hunt, Texas. The venue for all matters of arbitration and litigation shall be the County of Hunt, Texas.

GRANT FUNDING

Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

HIPAA COMPLIANCE

Offeror agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, and the Texas Medical Records Privacy Act, Texas Health and Safety Code Chapter 181, as amended, collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

HOLD HARMLESS AGREEMENT

Contractor, the successful offeror, shall indemnify and hold Hunt County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

INSPECTIONS & TESTING

Hunt County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

INTER-LOCAL PARTICIPATION

It is hereby made a precondition of any bid/offer for a Contract for supplies or services and a part of these specifications, that the submission of any bid/offer in response to this request constitutes a bid/offer made under the same conditions, for the same price, and for the same effective period as this bid/offer, to any other governmental entity having an inter-local agreement with Hunt County. It is further understood, that any other governmental entity that elects to use a Hunt County Semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.

INTER-NET DISCLAIMER

Hunt County will not be Responsible or Liable for errors and omissions within bid documents and bid addendum obtained from inter-net sources that are not authorized by Hunt County. Vendors obtaining bid information from the inter-net are encouraged to contact the Hunt County Purchasing Department to request all documentation relevant to this bid.

INVOICES AND PAYMENTS

Offerors shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice that cannot be verified by the contract price and/or is otherwise incorrect will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Hunt County Auditor's office. Failure to provide this information may result in a delay in payment and/or back up withholding as required by the Internal Revenue Service.

HUNT COUNTY
GENERAL REQUIREMENTS
FOR BIDS

MAINTENANCE

Maintenance required for equipment bid should be available in Hunt County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Hunt County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

MATERIAL SAFETY DATA SHEETS

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", an offeror must provide to the County with each delivery, material safety data sheets, which are applicable to hazardous substances, defined in the Act. Failure of the offeror to furnish this documentation will be cause to reject any bid applying thereto.

MULTIPLE BID AWARD

At the discretion of the Commissioners' Court, Bids may or may not be awarded to a separate vendor. Hunt County reserves the right to con-currently award this bid to the Second Lowest Bidder. The Second Lowest Bidder may provide services requested by Hunt County in the event that the Low Bidder experiences circumstances, which prevent the Low Bidder from providing the service requirements within the time frame, set forth by the County.

NAME BRANDS

Specifications may reference name brands and model numbers. It is not the intent of Hunt County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hunt County shall act as sole judge in determining equality and acceptability of products offered.

NEW MILLENIUM COMPLAINT

All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

POTENTIAL CONFLICTS OF INTEREST

An outside consultant or contractor is prohibited from submitting a bid or proposal for services on a Hunt County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid or proposal, that bid or proposal shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Hunt County. Potential bidders are advised that they may have to disclose requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$100.00 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Hunt County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

PRICING

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. **Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract.** All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

PROCUREMENT CARDS

Procurement Cards (MasterCard / VISA) may be utilized for purchase of items awarded on this bid. **Hunt County will not accept or pay any Interchange Fees or Credit Card Processing Fees** associated with Procurement Card Transactions. All Procurement Card transactions are exempt from local and state sales tax.

PURCHASE ORDER AND DELIVERY

The successful offeror shall not deliver products or provide services without a Hunt County Purchase Order, signed by an authorized agent of the Hunt County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the offeror in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Hunt County without prejudice to other remedies provided by law. **Where delivery times are critical, Hunt County reserves the right to award accordingly.**

HUNT COUNTY
GENERAL REQUIREMENTS
FOR BIDS

RECYCLED MATERIALS

Hunt County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Hunt County will be the sole judge in determining product preference application.

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

SUPPLEMENTAL MATERIALS

Offerors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire Bid.

TAXES

Hunt County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Hunt County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Hunt County Auditor.

TERM CONTRACTS

If the contract is intended to cover a specific time period, the term will be given in the specifications under SCOPE.

TERMINATION

Hunt County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Hunt County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Hunt County's satisfaction and/or to meet all other obligations and requirements. Hunt County may terminate the contract without cause upon thirty (30) days written notice.

TITLE TRANSFER

Title and Risk of Loss of goods shall not pass to Hunt County until Hunt County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Offerors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this bid package and/or on the Purchase Order as a "Deliver To:" address.

WAIVER OF SUBROGATION

Offeror and offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Hunt County as an indirect party to any suit arising out of personal or property damages resulting from offeror's performance under this agreement.

WARRANTIES

Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Hunt County may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Hunt County may correct at the offeror's expense.

HUNT COUNTY
GENERAL REQUIREMENTS
FOR BIDS

VENDORS OWING TAXES

Pursuant to TX Local Government Code §262.0276, Hunt County Commissioner's Court has adopted a policy which requires that vendors' taxes be current as of the date bids/proposals are due. Bidders with delinquent taxes on the due date will not be eligible for award. Whether or not a vendor's taxes are delinquent will be determined by an independent review of the Tax Office records. Vendors who believe a delinquency is reflected in error must contact the Hunt County Tax Office to correct any errors or discrepancies prior to submitting their bid in order to ensure that their bid will be considered. Tax records are available online at the Hunt County Tax Office website —www.hctax.info. Prior to submitting a bid, vendors are encouraged to visit the Hunt County website, set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Furthermore, if, during the performance of this contract, a vendor's taxes become delinquent, Hunt County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all bids, proposals, quotations and contracts due on or after January 1, 2008.

Revised 9/11

CERTIFICATE OF INSURANCE REQUIREMENTS

FORMAL BID # 147-17; Vehicle Tires Twelve (12) Month Contract

Without limiting any of the other obligations or liabilities, the vendor shall provide minimum insurance coverage's as listed below, prior to the execution of the contract and maintain coverage's, without interruption provided by an insurer licensed in the State of Texas, rated A- or better by A.M. Best Rating, until the work is completed and accepted by the owner. A certificate of insurance will be placed in the appropriate bid file of Hunt County prior to the execution of the contract/purchase order.

TYPE OF COVERAGE

MINIMUM LIMITS

**WORKERS COMPENSATION
COVERAGE A (See attachment "F")**

STATUTORY

**EMPLOYERS LIABILITY
COVERAGE B**

Bodily Injury by Accident – Each Accident	\$100,000
Bodily Injury by Disease – Policy Limit	\$500,000
Bodily Injury by Disease – Each Employee	\$100,000

COMMERCIAL GENERAL LIABILITY

COVERAGE A – Each Occurrence	\$1,000,000
COVERAGE B – Personal & Advertising Injury	\$250,000
General Aggregate other than Products	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000

NOTE:

- 1) Coverage for explosion, collapse & underground property hazards cannot be excluded.
- 2) Contractual liability coverage cannot be excluded.
- 3) Contractor will assume all liability for independent subcontractors.
- 4) Coverage must include Hunt County as an Additional Insured for all work performed for, or on behalf of, the County.

AUTOMOBILE LIABILITY

Bodily Injury Liability – Each Person	\$250,000
Bodily Injury Liability – Each Occurrence	\$500,000
Property Damage Liability – Each Occurrence	\$100,000

NOTE:

- 1) Coverage must include all owned, hired, and non-owned vehicles.

In the event of any material change, non-renewal or cancellation of any policy, vendor's insurance company will give 45 days actual prior written notice to Hunt County for such changes or cancellations.

RFB #147-17
Vehicle Tire Contract 2017

	A	B	C	D	E	F
1		Product Required	PRICE EACH	BRAND BID	DESCRIPTION & PART	Annual Use
2		The following tire sizes are for police car applications and shall be bid as pursuit rated tires.				
3	1	P225/60R16 Police tire V Speed Rated PV41	\$92.31	Firestone	PV41 #067911	0
4	2	P235/55R17 Police tire W Speed Rated 98W (Firehawk)	\$105.38	Firestone	Fhawk GTZ #003874	0
5	3	P225/60R18 Police tire V Speed Rated 99V (Firehawk)	\$111.27	Firestone	Fhawk GTZ #003875	25
6	4	P265/60R17 Police Tire H Speed Rated (Firehawk)	\$117.36	Firestone	Fhawk GTV #023189	82
7		The following tires are for passenger car car & pickup applications.				
8	5	P185/65R15 All Season BSW				5
9	6	P205/60R15 All Season BSW				0
10	7	P215/70R15 All Season BSW				0
11	8	P225/70R15 All Season BSW				0
12	9	P235/75R15 All Season BSW				0
13	10	P225/60R16 All Season BSW				6
14	11	P245/75R17 All Season BSW				0
15	12	P265/70R16 Loadrange C M+S				0
16	13	P215/60R17 All Season BSW				0
17	14	P265/70R17 All Season BSW				6
18	15	P245/60R18 All Season BSW				0
19	16	P235/70R17 All Season BSW				0
20	17	P245/70R17 All Season BSW				4
21	18	P225/64R17				
22	19	P255/70R16				0
23	20	P205/75R15				2
24	21	P275/60R20				0
25	22	P255/65R17				6

RFB #147-17
Vehicle Tire Contract 2017

	A	B	C	D	E	F
26	23	P255/45-20				0
27	24	P285/40-20				0
28	25	P225/35-20				0
29	26	P245/35-20				0
30	27	P225/55-17				0
31	28	P205/75-14				0
32		The following Tires are for Light Truck and Trailer Applications.				
33	29	LT265/70R17 BSW All Season #200156	\$134.18	Firestone	Transforce HT 200156	0
34	30	LT235/75R15 Loadrange "C" BSW All Season #189837	\$103.67	Firestone	Transforce HT 189837	0
35	31	LT235/85R16 Loadrange "E" BSW M+S #189718	\$114.80	Firestone	Transforce HT 189718	4
36	32	LT245/70R17 #232990	\$117.28	Firestone	Transforce HT 232990	0
37	33	LT245/75R16 Loadrange "E" BSW M+S #189769	\$110.11	Firestone	Transforce HT 189769	0
38	34	LT265/70R17 SBR OWL All M+S Load Range 10 ply 200156	\$134.18	Firestone	Transforce HT 200156	8
39	35	LT265/75R16 SBR Loadrange "E" All Season #189786	\$126.24	Firestone	Transforce HT 189786	9
40	36	LT285/75R16 SBR OWL All Season 8 Ply #223640	\$151.18	Firestone	Destination AT 223640	0
41	37	LT285/75R16 SBR OWL All Season 10 Ply #223640	\$151.18	Firestone	Destination AT 223640	0
42	38	ST205/90D15				0
43	39	ST225/75D15				0
44	40	205/75B15				6
45	41	215/85.16				0
46	42	235/60R16				2
47	43	275/55R20				0
48	44	10-16.5				0
49	45	7.00-15				0
50	46	7.50-16 TRACTOR				0
51	47	10.00-16 TRACTOR				0

RFB #147-17
Vehicle Tire Contract 2017

	A	B	C	D	E	F
52		The Following Services may be required.				
53	48	Fee to Mount Tires (new stems)				
54	49	Fee to Balance Tires				
55	50	Fee for Flat Repair				
56	51	Tire rotation				
57		Firm Fixed fee for front end alignment on:				
58		(parts extra if required)				
59	52	Ford Crown Vic Sedan				
60	53	Chevrolet Impala Sedan				
61	54	Dodge Charger 2009-2010				
62	55	Ford F-150 2wd pick up				
63	56	Ford F-250 2wd pick up				
64	57	Ford F-350 2wd pick up				
65	58	Ford E-350 Van				
66	59	Dodge 2500 4wd pick up				
67	60	Chevrolet Tahoe				
68	61	Mark-up over cost for parts & replacement wheels				
69						
70						
71						
72						
73						
74						
75						
76						

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

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

American Tire Distributors

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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

None

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4


Signature of person doing business with the governmental entity

12/12/2014
Date

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
 American Tire Distributors Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
 12200 Herbert Wayne Court Suite 150

6 City, state, and ZIP code
 Huntersville, NC 28078

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

5	6	-	0	7	5	4	5	9	4
---	---	---	---	---	---	---	---	---	---

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *[Signature]* Date ▶ 12/12/2016

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*
- By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
 2. Certify that you are not subject to backup withholding, or
 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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:
 2016-145013

Date Filed:
 12/12/2016

Date Acknowledged:

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

American Tire Distributors
 Fort Worth, TX United States

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

Hunt County

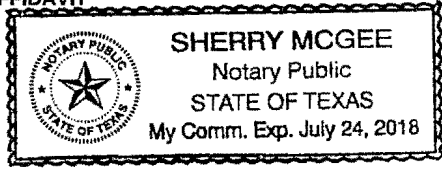
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

149-17
 Vehicle Tires 12 Month Contract

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Webster, Roger	Fort Worth, TX United States		X

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.

Roger Webster
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Roger Webster, this the 12 day of December, 20 16, to certify which, witness my hand and seal of office.

Sherry McGee
 Signature of officer administering oath

Sherry McGee
 Printed name of officer administering oath

Government Sales Administrator
 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

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

American Tire Distributors
Fort Worth, TX United States

Certificate Number:
2016-145013

Date Filed:
12/12/2016

Date Acknowledged:
12/28/2016

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

Hunt County

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.

149-17
Vehicle Tires 12 Month Contract

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Webster, Roger	Fort Worth, TX United States		X

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



Hunt County Tire Quote #149-17

12/12/2016

Purchasing Department

Due to recent changes by Firestone, this letter is to inform you that American Tire is submitting this quote on the behalf of Discount Wheel and Tire. If American Tire is awarded this portion of the RFQ, Discount Wheel and Tire will be your point of contact. Discount Wheel and Tire will deliver and bill the county for the tires. Jeff Willingham will be your contact person.

Thank You

Roger Webster
Government Sales Manager

A handwritten signature in black ink that reads 'Roger Webster'. The signature is written in a cursive, flowing style.

#14,430

County of Hunt
STATE OF TEXAS

FILED FOR RECORD
at 9:36 o'clock *AM*

DEC 28 2016

JENNIFER LINDENZWEIG
By: *Jennifer Lindenzweig*
County Clerk, Hunt County, TX
PHONE: (903) 408-4148
FAX: (903) 408-4242
clowry@huntcounty.net



2017

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

Invitation To Bid

Formal Bid # 149-17, Vehicle Tires Twelve (12) Month Contract for Hunt County

Sealed bids in single copy unless otherwise stated, subject to Terms and Conditions of this Invitation to Bid and other contract provisions, will be received at the office of the Hunt County Purchasing Agent, 2507 Lee Street, Room 104, Greenville, Texas, 75401 until 10:00 A.M. Central Time December 14, 2016.

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

READ CAREFULLY

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

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

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

Company Name: Discount Wheel & Tire

Address: 41609 Kealy St

Contact Name: Jeff Willingham

City, State, Zip: Greenville, TX 75401

Telephone Number: 903-454-9721

FAX Number: 903-454-9722

By: Jeff Willingham

By: Jeff Willingham

Authorized Representative – Signed by Hand

Authorized Representative – Typed or Printed

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

TABLE OF CONTENTS

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

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

- 1. **Cover Sheet**
Your company name, address, and your signature (**IN INK**) should appear on this page.

- 2. **Table of Contents**
This page is the Table of Contents.

- 3. **Special Requirements/Instructions**
This section provides information you must know in order to make an offer properly.

- 4. **Implementation of House Bill 23**
Conflict of Interest Questionnaire

- 5. **Implementation of House Bill 1295 – Instructions and Filing Process with the Texas Ethics Commission**
Certificate of Interest Parties (Form 1295)

- 6. **Specifications**
This section contains the detailed description of the product/service sought by the County.

- 7. **Pricing/Delivery Information**
This form is used to solicit exact pricing of goods/services and delivery costs.

- 8. **General Requirements**
You should be familiar with all of the General Requirements.

- 9. **Attachments**
 - a. **Residence Certification**
Be sure to complete this form and return with packet.

 - b. **Bid Guaranty & Performance Bond Information & Requirements**
This form applies only to certain bids/proposals. Please read carefully and fill out completely.

 - c. **Minimum Insurance Requirements**
Included when applicable (does not supersede "Hold Harmless" section of General Requirements).

 - d. **Workers' Compensation Insurance Coverage Rule 110.110**
Included when applicable.

 - e. **Reference Sheet**
When references are required by the bid specifications you must complete this sheet.

SPECIAL REQUIREMENTS/INSTRUCTIONS

FORMAL BID # 149-17; Vehicle Tires Twelve (12) Month Contract

1. PAYMENT

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

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

2. ESCALATION CLAUSE

Successful bidder(s) may apply for a price increase/decrease to the Hunt County Purchasing Agent. Price increase/decrease will be that amount increased/ decreased to the vendor from its supplier. Written documentation of the increase/decrease must be provided to the Hunt County Purchasing Agent at least 30 days prior to the effective date of increase. No application for a price increase/decrease may be submitted within the first six (6) months of this contract. Increases of more than 20% of the bid price will not be considered. Price decreases must be passed on to Hunt County immediately. Copies of the revised price list shall be sent directly to Hunt County Purchasing, 2507 Lee Street, Room 104, Greenville, TX 75401. Price lists shall show the bid number and title.

3. ESTIMATES OF USE

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

4. DELIVERY

Tires must be available for mounting the same day or no later than the next business day after the order is placed. **Vendor awarded bid will be required to keep at least four (4) (one set of each size) of police tires in stock for Hunt County at all times for same day mounting.** The county reserves the right to purchase from second lowest bidder should the low bidder be unable to meet the delivery requirements.

5. FUEL SURCHARGES

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

6. Conflict of Interest Questionnaire:

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

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

7. Certificate of Interested Parties (Form 1295):

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

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

Filing Process:

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

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

Information regarding how to use the filing application will be available on this site by January 1, 2016. <https://www.ethics.state.tx.us/tec/1295-Info.htm>, please follow Instructional Video for Business Entities. at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

SPECIFICATIONS

FORMAL BID # 149-17; Vehicle Tires Twelve (12) Month Contract

SCOPE

The intention of this Hunt County Invitation to Bid (ITB) is to solicit bids for a term contract for vehicle tires, tire mounting, balancing, rotation, flat repair and front end alignment for one (1) year beginning 1-1-17 through 12-31-17.

For information regarding the bid process, please contact Cheryl Lowry, Office of the Purchasing Agent at 903-408-4148 prior to December 2, 2016.

A purchase order will be required for all deliveries. All tires and services shall be performed on county owned vehicles only. Repairs and tires for private owned vehicles shall not be paid for by the county. **(Should you mount tires on a county vehicle without a purchase order or the verbal approval of the Hunt County Purchasing Department you will be required to remove the new tires and remount the old tires at NO cost to the county).** Backorders will not be accepted.

Emergency repair of flat tires on weekends and after hours is permitted without a purchase order or verbal approval. The invoice shall be faxed to the purchasing department at (903) 408-4242 the next business day for approval.

The sizes of orders will vary. Hunt County will require prompt delivery on all sizes of orders.

Hunt County is in no way guaranteeing any annual volume or amount that will be purchased.

EVALUATION CRITERIA

Hunt County will evaluate each bid based on conformance of item quoted to bid specification, price, delivery promised by vendor, proof of insurance and performance of vendor in previous contracts with Hunt County.

See Attachment 1 for Pricing Form

FORMAL BID # 149-17; Vehicle Tires Twelve (12) Month Contract

Effective January 1, 2017 through December 31, 2017

TIRE DISPOSAL: Any tire disposal fees shall be included in individual tire price bid. The county is tax exempt and will not pay any additional fees over the unit price bid.

INSURANCE: Please remember to attach a copy of your *ACORD Certificate of Liability Insurance Certificate* with your bid response.

ASE CERTIFICATION: Please include a copy of any ASE Certifications if applicable.

STATE CONTRACT PRICING: Please state if state contract pricing will be extended to the county for tire purchases not listed on the price and delivery form. Please state which contract will be applicable (ie TxMas, BuyBoard, HGAC or other)

no

COMMENTS or EXCEPTIONS

The undersigned bidder has carefully examined the Invitation to Bid and the Certification included therein, the Standard Terms and Conditions and the Technical Specifications.

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

Discount Wheel & Tire
Company Name

4609 Wesley Street
Address

Greenville, Texas 75701
City, State, Zip

903-454-9727
Phone

903-454-9727
Fax

Jeff Willingham
Authorized Signature

Jeff Willingham
Name (Printed or Typed)

Owner
Title

12-6-16
Date

jwilling@sbglobal.net
E-Mail

HUNT COUNTY
GENERAL REQUIREMENTS
FOR BIDS

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your bid package is complete.

ACCESS TO RECORDS

In special circumstances, vendor may be required to allow duly authorized representatives of Hunt County or the State of Texas and the federal government access to contracts, books, documents and records necessary to verify the nature and extent of the cost of services provided by the vendor.

ADDENDA

When specifications are revised, the Hunt County Purchasing Department will issue an addendum addressing the nature of the change. Offerors must **sign and include it in the returned bid package.**

ASSIGNMENT

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Hunt County Commissioners Court.

AWARD

Hunt County reserves the right to award this contract on the basis of LOWEST AND BEST BID in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court and present evidence concerning his responsibility after officially notifying the Office of the Purchasing Agent of his intent to appear.

BID FORM COMPLETION

Fill out and return to the Hunt County Purchasing Department ONE (1) Original complete bid form in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE BID NUMBER, DESCRIPTION AND BE MARKED "SEALED BID."** An authorized representative of the offeror should sign the Bid Cover Sheet. An authorized representative of the offeror should sign the Conflict of Interest Questionnaire and return with bid. The completed Form 1295 with the certification of filing, signed and notarized must be returned with the bid. The contract will be binding only when, the County Auditor, as applicable, certifies funds and a Purchase Order issued

CONFLICT OF INTEREST IN CONTRACTS

The Commissioners shall not approve the expenditure of any funds in favor of a business entity in which a county official or employee either directly or indirectly owns a substantial interest unless prior to any vote or decision on any matter involving the business entity, the commissioners are made aware of the interest of the official or employee and provided further that the official or employee take no part in the negotiating, making, accepting, or approving any payment, agreement or contract affecting the business entity and performs no duty for Hunt County in connection with the business entity.

BID RETURNS

Offerors must return all completed bids to the Hunt County Purchasing Department reception desk at 2507 Lee Street, Room 104, Greenville, TX, 75401, **before 10:00 A.M. LOCAL TIME IN GREENVILLE, TEXAS** on the date specified. **Late bids will not be accepted.**

BONDS

If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's check is not acceptable.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Contractor certifies by execution of this Contract that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." The Contractor further agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under this contract. Contractor also certifies that contractor will notify Hunt County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Contractor agrees to refund Hunt County for any payments made to the contractor while ineligible.

CHANGE OF OWNERSHIP

If ownership of your firm should change during the term of this contract, Hunt County must be notified in writing within ten (10) days and a new declaration of relationships submitted immediately to Hunt County Purchasing Agent. Failure by the vendor to provide written notification of change of ownership may result in cancellation of the contract.

HUNT COUNTY
GENERAL REQUIREMENTS
FOR BIDS

CONTRACT OBLIGATION

Hunt County Commissioner's Court must award the contract and the County Judge or other person authorized by the Hunt County Commissioners Court must sign the contract before it becomes binding on Hunt County or the offerors. Department heads are NOT authorized to sign agreements for Hunt County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between Hunt County and the offeror. Any price escalations are limited to those stated by the offeror in the original bid.

DIGITAL FORMAT

If offeror obtained the bid specifications in digital format in order to prepare a response, *the bid must be submitted in hard copy* according to the instructions contained in this bid package. If, in its bid response, offeror makes any changes whatsoever to the County's published bid specifications, the County's bid specification *as published* shall control. Furthermore, if an alteration of any kind to the County's bid specification is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation without recourse.

DISQUALIFICATION OF OFFEROR

Upon signing this bid document, an offeror offering to sell supplies, materials, services, or equipment to Hunt County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the offerors. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by an offeror and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

DRUG FREE WORK PLACE

All vendors shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, to its employees and all sub-contractors to insure that Hunt County maintains a drug-free workplace. The County reserves the right to review drug-testing records of any personnel involved in this bid project. The County may require, at vendor's expense, drug testing of vendor's personnel if no drug testing records exists or if such test results are older than six (6) months.

E-MAIL ADDRESS CONSENT

Vendor affirmatively consents to the disclosure of its e-mail addresses that are provided to Hunt County or any agency of Hunt County. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex. Gov't Code Ann. §522.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Vendor, its employees, officers, and agents acting on Vendor's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this bid/proposal or otherwise.

ERRORS or OMISSIONS

Due care and diligence have been used in preparation of this RFB, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all the information presented here in shall rest solely with the bidder. Hunt County and its representatives shall not be responsible for errors or omissions in these specifications, nor for failure on the part of the bidder to determine the full extent of the exposure.

EVALUATION

Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors that have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Hunt County Purchasing Department and recommendation to Hunt County Commissioner's Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. **Pricing is NOT the only criteria for making a recommendation.** The Hunt County Purchasing Department reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any bid.

FISCAL FUNDING

A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the offeror from the using department without penalty of any kind or form to Hunt County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.

HUNT COUNTY
GENERAL REQUIREMENTS
FOR BIDS

GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Hunt County's interpretation shall govern.

GOVERNING LAW

This invitation to bid is governed by the competitive requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Bidders shall comply with all applicable federal, state and local laws and regulations. Bidder is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Hunt County may request and rely upon advice, decisions and opinions of the Attorney General of Texas, the County Attorney, and the County Civil Attorney concerning any portion of these requirements. Any contract resulting from the award of this bid shall be governed by and construed in accordance with the laws of the State of Texas and the County of Hunt, Texas. The venue for all matters of arbitration and litigation shall be the County of Hunt, Texas.

GRANT FUNDING

Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

HIPAA COMPLIANCE

Offeror agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, and the Texas Medical Records Privacy Act, Texas Health and Safety Code Chapter 181, as amended, collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

HOLD HARMLESS AGREEMENT

Contractor, the successful offeror, shall indemnify and hold Hunt County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

INSPECTIONS & TESTING

Hunt County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

INTER-LOCAL PARTICIPATION

It is hereby made a precondition of any bid/offer for a Contract for supplies or services and a part of these specifications, that the submission of any bid/offer in response to this request constitutes a bid/offer made under the same conditions, for the same price, and for the same effective period as this bid/offer, to any other governmental entity having an inter-local agreement with Hunt County. It is further understood, that any other governmental entity that elects to use a Hunt County Semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.

INTER-NET DISCLAIMER

Hunt County will not be Responsible or Liable for errors and omissions within bid documents and bid addendum obtained from inter-net sources that are not authorized by Hunt County. Vendors obtaining bid information from the inter-net are encouraged to contact the Hunt County Purchasing Department to request all documentation relevant to this bid.

INVOICES AND PAYMENTS

Offerors shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice that cannot be verified by the contract price and/or is otherwise incorrect will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Hunt County Auditor's office. Failure to provide this information may result in a delay in payment and/or back up withholding as required by the Internal Revenue Service.

HUNT COUNTY
GENERAL REQUIREMENTS
FOR BIDS

MAINTENANCE

Maintenance required for equipment bid should be available in Hunt County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Hunt County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

MATERIAL SAFETY DATA SHEETS

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", an offeror must provide to the County with each delivery, material safety data sheets, which are applicable to hazardous substances, defined in the Act. Failure of the offeror to furnish this documentation will be cause to reject any bid applying thereto.

MULTIPLE BID AWARD

At the discretion of the Commissioners' Court, Bids may or may not be awarded to a separate vendor. Hunt County reserves the right to con-currently award this bid to the Second Lowest Bidder. The Second Lowest Bidder may provide services requested by Hunt County in the event that the Low Bidder experiences circumstances, which prevent the Low Bidder from providing the service requirements within the time frame, set forth by the County.

NAME BRANDS

Specifications may reference name brands and model numbers. It is not the intent of Hunt County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hunt County shall act as sole judge in determining equality and acceptability of products offered.

NEW MILLENIUM COMPLAINE

All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

POTENTIAL CONFLICTS OF INTEREST

An outside consultant or contractor is prohibited from submitting a bid or proposal for services on a Hunt County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid or proposal, that bid or proposal shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Hunt County. Potential bidders are advised that they may have to disclose requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$100.00 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Hunt County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

PRICING

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. **Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract.** All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

PROCUREMENT CARDS

Procurement Cards (MasterCard / VISA) may be utilized for purchase of items awarded on this bid. **Hunt County will not accept or pay any Interchange Fees or Credit Card Processing Fees** associated with Procurement Card Transactions. All Procurement Card transactions are exempt from local and state sales tax.

PURCHASE ORDER AND DELIVERY

The successful offeror shall not deliver products or provide services without a Hunt County Purchase Order, signed by an authorized agent of the Hunt County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the offeror in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Hunt County without prejudice to other remedies provided by law. **Where delivery times are critical, Hunt County reserves the right to award accordingly.**

HUNT COUNTY
GENERAL REQUIREMENTS
FOR BIDS

RECYCLED MATERIALS

Hunt County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Hunt County will be the sole judge in determining product preference application.

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

SUPPLEMENTAL MATERIALS

Offerors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire Bid.

TAXES

Hunt County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Hunt County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Hunt County Auditor.

TERM CONTRACTS

If the contract is intended to cover a specific time period, the term will be given in the specifications under SCOPE.

TERMINATION

Hunt County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Hunt County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Hunt County's satisfaction and/or to meet all other obligations and requirements. Hunt County may terminate the contract without cause upon thirty (30) days written notice.

TITLE TRANSFER

Title and Risk of Loss of goods shall not pass to Hunt County until Hunt County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Offerors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this bid package and/or on the Purchase Order as a "Deliver To:" address.

WAIVER OF SUBROGATION

Offeror and offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Hunt County as an indirect party to any suit arising out of personal or property damages resulting from offeror's performance under this agreement.

WARRANTIES

Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Hunt County may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Hunt County may correct at the offeror's expense.

HUNT COUNTY
GENERAL REQUIREMENTS
FOR BIDS

VENDORS OWING TAXES

Pursuant to TX Local Government Code §262.0276, Hunt County Commissioner's Court has adopted a policy which requires that vendors' taxes be current as of the date bids/proposals are due. Bidders with delinquent taxes on the due date will not be eligible for award. Whether or not a vendor's taxes are delinquent will be determined by an independent review of the Tax Office records. Vendors who believe a delinquency is reflected in error must contact the Hunt County Tax Office to correct any errors or discrepancies prior to submitting their bid in order to ensure that their bid will be considered. Tax records are available online at the Hunt County Tax Office website —www.hctax.info. Prior to submitting a bid, vendors are encouraged to visit the Hunt County website, set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Furthermore, if, during the performance of this contract, a vendor's taxes become delinquent, Hunt County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all bids, proposals, quotations and contracts due on or after January 1, 2008.

Revised 9/11

SOUTHERN INSURANCE COMPANY
 5525 LBJ FREEWAY
 DALLAS, TX 75240-6241
 (800)344-2275

Commercial Liability Umbrella Policy Declaration

Name of Insured and Mailing Address	Agency and Mailing Address
DISCOUNT WHEEL & TIRE-GREENVILLE AS PER NAMED INSURED ENDORSEMENT 4609 WESLEY STREET GREENVILLE, TX 75401	CAPPS INSURANCE AGENCY 1610 SHADYWOOD LN MT PLEASANT, TX 75455-5637 (903)572-4366

Policy Number	Renewal of Number	Agent Code	Form of Business
UMB 5529249 01	UMB 5529249 0004	4202351	AUTO TIRE SALES AND SERVICE AND QUICKLUBE

Policy Period	Effective	Expires	12:01 AM Standard Time at the address of the named Insured as stated herein
	04/02/2016	04/02/2017	

Commercial Liability IN RETURN FOR THE PAYMENT OF THE PREMIUM AND WE AGREE TO PROVIDE THE INSURANCE AS STATED SUBJECT TO ALL THE TERMS OF THIS POLICY. IN THIS POLICY.

Umbrella Coverage Part This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

Type of Insured Individual Partnership Corporation Joint Venture Other:

Limits of Insurance	Aggregate Limit (Liability Limit) (except with respect to "covered autos")	\$2,000,000	
	Personal & Advertising Injury Limit	\$2,000,000	Any one person or organization
	Each Occurrence Limit (Liability Coverage)	\$2,000,000	
	Self Insured Retention	\$10,000	

Premium Advance Premium \$1,214.00 Flat per N/A of N/A
 Premium Adjustable at a rate of N/A Annual Minimum Premium
 Minimum Earned Premium

Schedule of Underlying Insurance	(Insurer, policy number, period, coverage, limits of insurance)		
		Limits	Insurer
General Liability			
General Aggregate Limit (other than Products-Completed Operations)	\$2,000,000	SOUTHERN INS. CO. CMP 5529247	
Products-Completed Operations Aggregate Limit	\$2,000,000	EFF: 04/02/16-04/02/17	
Personal & Advertising Injury Limit	\$1,000,000		
Each Occurrence Limit	\$1,000,000		
Auto Liability			
Each Accident	\$1,000,000	REPUBLIC UNDERWRITERS INS. CO. BAP 5529248 EFF: 04/02/16-04/02/17	
Employer's Liability			
Bodily Injury by Accident, Each Accident	EXCLUDED	EXCLUDED	
Bodily Injury by Disease, Policy Limit	EXCLUDED	EXCLUDED	
Bodily Injury by Disease, Each Employee	EXCLUDED	EXCLUDED	

Forms and Endorsements attached to this policy: SEE ATTACHED SCHEDULE

These Declarations together with the common policy conditions, coverage part declarations, coverage part coverage form(s) and forms and endorsements, if any, issued to form a part thereof, completed the above numbered policy.

Countersigned:

Date

By:

Steven M. Capps
 Authorized Representative

Issued Date

CERTIFICATE OF INSURANCE REQUIREMENTS

FORMAL BID # 147-17; Vehicle Tires Twelve (12) Month Contract

Without limiting any of the other obligations or liabilities, the vendor shall provide minimum insurance coverage's as listed below, prior to the execution of the contract and maintain coverage's, without interruption provided by an insurer licensed in the State of Texas, rated A- or better by A.M. Best Rating, until the work is completed and accepted by the owner. A certificate of insurance will be placed in the appropriate bid file of Hunt County prior to the execution of the contract/purchase order.

TYPE OF COVERAGE

MINIMUM LIMITS

**WORKERS COMPENSATION
 COVERAGE A (See attachment "P")**

STATUTORY

**EMPLOYERS LIABILITY
 COVERAGE B**

Bodily Injury by Accident – Each Accident	\$100,000
Bodily Injury by Disease – Policy Limit	\$500,000
Bodily Injury by Disease – Each Employee	\$100,000

COMMERCIAL GENERAL LIABILITY

COVERAGE A – Each Occurrence	\$1,000,000
COVERAGE B – Personal & Advertising Injury	\$250,000
General Aggregate other than Products	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000

NOTE:

- 1) Coverage for explosion, collapse & underground property hazards cannot be excluded.
- 2) Contractual liability coverage cannot be excluded.
- 3) Contractor will assume all liability for independent subcontractors.
- 4) Coverage must include Hunt County as an Additional Insured for all work performed for, or on behalf of, the County.

AUTOMOBILE LIABILITY

Bodily Injury Liability – Each Person	\$250,000
Bodily Injury Liability – Each Occurrence	\$500,000
Property Damage Liability – Each Occurrence	\$100,000

NOTE:

- 1) Coverage must include all owned, hired, and non-owned vehicles.

In the event of any material change, non-renewal or cancellation of any policy, vendor's insurance company will give 45 days actual prior written notice to Hunt County for such changes or cancellations.

RFB #147-17
 Vehicle Tire Contract 2017

DWT 1

A	B	C	D	E	F
1	Product Required	PRICE EACH	BRAND BID	DESCRIPTION & PART	Annual Use
2	The following tire sizes are for police car applications and shall be bid as pursuit rated tires.				
3	1 P225/60R16 Police tire V Speed Rated PV41				0
4	2 P235/55R17 Police tire W Speed Rated 98W		American	9%	0
5	3 P225/60R18 Police tire V Speed Rated 99V				25
6	4 P265/60R17 Police Tire H Speed Rated		Discount	Wheel & Tire	82
7	The following tires are for passenger car car & pickup applications.				
8	5 P185/65R15 All Season BSW	58 ⁰⁰	Iron	92594	5
9	6 P205/60R15 All Season BSW	69 ⁰⁰	Iron	92992	0
10	7 P215/70R15 All Season BSW	69 ⁰⁰	Iron	91174	0
11	8 P225/70R15 All Season BSW	79 ⁰⁰	Iron	91176	0
12	9 P235/75R15 All Season BSW	89 ⁰⁰	Nexen	15428	0
13	10 P225/60R16 All Season BSW	79 ⁰⁰	Iron	92605	6
14	11 P245/75R17 All Season BSW	149 ⁰⁰	Terex	91594	0
15	12 P265/70R16 Loadrange C M+S	119 ⁰⁰	Iron	91187	0
16	13 P215/60R17 All Season BSW	99 ⁰⁰	Nexen	13497	0
17	14 P265/70R17 All Season BSW	119 ⁰⁰	Iron	53155	6
18	15 P245/60R18 All Season BSW	139 ⁰⁰	Nexen	12413	0
19	16 P235/70R17 All Season BSW	99 ⁰⁰	Iron	91191	0
20	17 P245/70R17 All Season BSW	99 ⁰⁰	Iron	91184	4
21	18 P225/64R17 (225-65-17)	92 ⁰⁰	Iron	91190	
22	19 P255/70R16	109 ⁰⁰	Iron	91186	0
23	20 P205/75R15	75 ⁰⁰	Terex	84677	2
24	21 P275/60R20	149 ⁰⁰	Terex	88352	0
25	22 P255/65R17	119 ⁰⁰	Iron	93212	6

RFB #147-17
 Vehicle Tire Contract 2017

OWT 2

	A	B	C	D	E	F
26	23	P255/45-20	139 ⁰⁰	Hercules	91440	0
27	24	P285/40-20	229	Mich	202150	0
28	25	P225/35-20	89 ⁰⁰	Mich	93032	0
29	26	P245/35-20	89 ⁰⁰	Mich	93233	0
30	27	P225/55-17	99 ⁰⁰	Mich	93216	0
31	28	P205/75-14	64 ⁰⁰	Mich	92338	0
32		The following Tires are for Light Truck and Trailer Applications.				
33	29	LT265/70R17 BSW All Season				0
34	30	LT235/75R15 Loadrange "C" BSW All Season				0
35	31	LT235/85R16 Loadrange "E" BSW M+S		American Tire		4
36	32	LT245/70R17				0
37	33	LT245/75R16 Loadrange "E" BSW M+S		1/0 Discount		0
38	34	LT265/70R17 SBR OWL All M+S Load Range 10 ply				8
39	35	LT265/75R16 SBR Loadrange "E" All Season		Mich + Tire		9
40	36	LT285/75R16 SBR OWL All Season 8 Ply				0
41	37	LT285/75R16 SBR OWL All Season 10 Ply				0
42	38	ST205/90D15	89 ⁰⁰	Samang	12012	0
43	39	ST225/75D15	94 ⁰⁰	Mich	851030	0
44	40	205/75B15	84 ⁰⁰	Mich	851031	6
45	41	215/85.16	109 ⁰⁰	Mich	91612	0
46	42	235/60R16	79 ⁰⁰	Mich	92606	2
47	43	275/55R20	139 ⁰⁰	Hercules	88353	0
48	44	10-16.5	129	Samang	16052-2	0 -
49	45	7.00-15	93 ⁰⁰	Sumitomo	DWL 036	0 -
50	46	7.50-16 TRACTOR	138 ⁰⁰	Carlisle	52F333	0
51	47	10.00-16 TRACTOR	199 ⁰⁰	Carlisle	52F398	0

ATTACHMENT 1

Sumitomo

RFB #147-17
Vehicle Tire Contract 2017 *DWT3*

	A	B	C	D	E	F
52		The Following Services may be required.				
53	48	Fee to Mount Tires (new stems)	8.00			
54	49	Fee to Balance Tires	8.00			
55	50	Fee for Flat Repair	15.00			
56	51	Tire rotation	15.00			
57		Firm Fixed fee for front end alignment on:				
58		(parts extra if required)				
59	52	Ford Crown Vic Sedan	75.00			
60	53	Chevrolet Impala Sedan	75.00			
61	54	Dodge Charger 2009-2010	75.00			
62	55	Ford F-150 2wd pick up	75.00			
63	56	Ford F-250 2wd pick up	75.00			
64	57	Ford F-350 2wd pick up	75.00			
65	58	Ford E-350 Van	75.00			
66	59	Dodge 2500 4wd pick up	85.00			
67	60	Chevrolet Tahoe	75.00			
68	61	Mark-up over cost for parts & replacement wheels	2.5%			
69						
70						
71						
72						
73						
74						
75						
76						

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.

Discount Wheel & Tire

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.

Cheryl Lowrey
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.

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 *Jeff Williamson*
Signature of vendor doing business with the governmental entity

12-6-16
Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

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:
 2016-147386

Date Filed:
 12/16/2016

Date Acknowledged:

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

Discount Wheel & Tire
 Greenville, TX United States

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

Hunt County 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.

147-17
 Automotive Vehicle Tires

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Willingham, Jeff	Greenville, TX United States	X	

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.

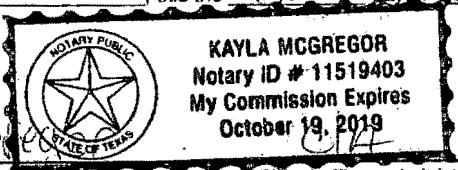
Jeffrey T. Willingham
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the 20th day of December 2016, to certify which, witness my hand and seal of office.

Kayla McGregor
 Signature of officer administering oath

Kayla McGregor
 Printed name of officer administering oath



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:
 2016-147386

Date Filed:
 12/16/2016

Date Acknowledged:
 12/28/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Discount Wheel & Tire
 Greenville, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Hunt County 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.
 147-17
 Automotive Vehicle Tires

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Willingham , Jeff	Greenville, TX United States	X	

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

Discount Wheel & Tire

"Where Service is the Bottom Line"

Jeff Willingham
Discount Wheel & Tire
4609 Wesley Street
Greenville, Texas
903-454-9721
jlwilling@sbcglobal.net

December 7, 2016

Mrs. Lowry
Purchasing Agent
Purchasing Department
2507 Lee Street, Room 104
Greenville, Texas 75401

Dear Mrs. Lowry:

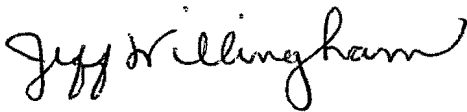
I am writing in regard to **Formal Bid # 149-17.**

Please note that the bid protocol with *Bridgestone/ Firestone* has changed. Thus, I did not include bid numbers for items 2-6 and 33-41 on your bid request as they will be bid on **my behalf** by *American Tire Distributors*. Pricing will be the same; service will be the same; and should we be awarded the bid, you would see no change in the service we provide.

Simply stated, *American Tire Distributors* will be the supplier of *Firestone* tires on our behalf and *Discount Wheel & Tire* will be the service provider for the *Firestone* tires.

With the new bid rules in place it will be necessary to consider our bids together as a joint effort.

Sincerely,



Jeff Willingham



14,431

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

DEC 27 2016

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

RESOLUTION

**A Resolution of the Hunt County Commissioners Court, Texas
Opposition to re:SearchTX,**

WHEREAS, the Hunt County Commissioners Court recognizes that the Texas Office of Court Administration (OCA), under The Supreme Court of Texas's direction, has created re:SearchTX, a web portal to allow judges secure access to a consolidated database of case information that has been e-Filed; and

WHEREAS, the sole purpose of the e-File system developed by the OCA was to provide a delivery system for attorneys to file documents electronically to the courts and that the information would only be retained for thirty days; and

WHEREAS, the OCA is now retaining information filed within the e-File system and plans to make it available to attorneys and the public for free or an undetermined fee through re:SearchTX in the near future; and

WHEREAS, as required by the Texas Constitution and state statutes, the county and district clerks of each Texas county are the designated custodians of court records, responsible for the management, preservation and access of court records; and

WHEREAS, Texas counties are responsible for providing resources to clerks for the management, preservation and access of court records to the public including having the option of offering county records through an electronic information system (on a contractual basis) direct access to the public, by statute;

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF HUNT COUNTY, by virtue of the authority vested in us, do hereby state that for the foregoing reasons, it is in the best interest of Hunt County and our taxpayers to oppose any change to current statutes regarding care, custody and control of records held by the county and district clerks and to any actions that would result in those records being centralized within any other entity, be it public or private.

BE IT FURTHER RESOLVED, we are opposed to the amendment and/or repeal of any current statutes or rules that authorize local control by Commissioner's Court in the administration of our duties concerning records held by the county and district clerk or how the county chooses to offer those records to the public.

BE IT FURTHER RESOLVED, finally, we oppose any diversion of existing County revenue to any other government entity concerning records held under local control by statute.

PASSED AND APPROVED by the Hunt County Commissioners Court on this the 27 day of December, 2016.

John McMillin
John McMillin, County Judge

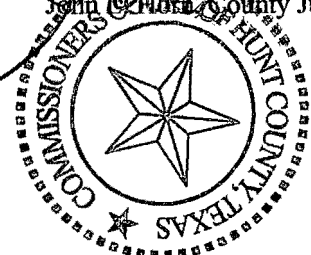
Eric Evans
Eric Evans, Precinct 1 Commissioner

Todd McMahan
Todd McMahan, Precinct 2 Commissioner

Phillip A. Martin
Phillip Martin, Precinct 3 Commissioner

Jim Latham
Jim Latham, Precinct 4 Commissioner

Attest: *Jennifer Lindenzweig*
Jennifer Lindenzweig, County Clerk



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

FY 11: Monthly Report, November 2016

14,433
FILED FOR RECORD
at 12:25 o'clock P M

DEC 27 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: \$18,251,214.89**

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 27 day of December, 2016.

Delores Shelton

Delores Shelton, Hunt County Treasurer

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

John L. Horn

John L. Horn, Hunt County Judge

Eric Evans

Eric Evans, Comm., Pct #1

Tod McMahan

Tod McMahan, Comm., Pct #2

Phillip A. Martin

Phillip Martin, Comm., Pct #3



Jim Latham

Jim Latham, Comm., Pct #4

Hunt County Treasurer
Monthly Report
November 2016

Hunt County Funds	Beginning Balance	Money Received	Money Disbursed	Transfer In/Out Investment	Month End Balance
10-GENERAL *	7,766,462.43	2,566,036.89	-2,092,522.12	0.00	8,239,977.20
10-TeXPool Investment	215,151.65	70.50	0.00	0.00	215,222.15
10-TeXStar Investment	1,220,448.61	415.71	0.00	0.00	1,220,864.32
10-InWood Nat'l Bank CD	564,499.67	599.30	0.00	0.00	565,098.97
10-InWood Nat'l Bank CD-2	506,289.71	536.04	0.00	0.00	506,825.75
10-TeXPool Investment,Jail	3,156,899.63	1,034.37	0.00	0.00	3,157,934.00
10-General Fund Totals:	13,429,751.70	2,568,692.81	-2,092,522.12	0.00	13,905,922.39
15-Exchange Bldg *	249,903.82	38,064.28	-7,601.69		280,366.41
20-Law Library	-328.62	3,290.00	-7,364.15		-4,402.77
21-R&B #1 *	81,479.72	101,130.76	-192,718.16	50,000.00	39,892.32
21-R&B #1, TexPool Invest	455,854.77	142.15	0.00	-50,000.00	405,996.92
21-R&B #1 Fund Totals:	537,334.49	101,272.91	-192,718.16	0.00	445,889.24
22-R&B #2	81,611.92	100,988.92	-152,741.91	0.00	29,858.93
22-R&B #2, TexPool Invest	525,242.77	172.10	0.00	0.00	525,414.87
22-R&B #2 Fund Totals:	606,854.69	101,161.02	-152,741.91	0.00	555,273.80
23-R&B #3	80,967.82	102,208.25	-103,581.08	0.00	79,594.99
23-R&B #3, TexPool Invest	169,619.05	55.53	0.00	0.00	169,674.58
23-R&B #3 Fund Totals:	250,586.87	102,263.78	-103,581.08	0.00	249,269.57
24-R&B #4	87,878.57	102,305.67	-90,271.28	0.00	99,912.96
24-R&B #4, TexPool Invest	465,549.39	152.55	0.00	0.00	465,701.94
24-R&B #4 Fund Totals:	553,427.96	102,458.22	-90,271.28	0.00	565,614.90
25-Health Private *	43,339.00	1,444.94	-2,744.95		42,038.99
26-State Health Services*	-49,632.02	11,656.35	-30,019.33		-67,995.00
27-Hunt County Grants*	36,119.74	20,790.39	-30,796.90		26,113.23
68-JP, DDC Fee Fund *	140,878.78	1,090.86	-583.99		141,385.65
71-DC Record Managmnt *	12,708.44	347.73	-322.50		12,733.67
70-Voter Admin 19	0.00	0.00	-2,151.00		-2,151.00
74-Elections Special	67,268.55	1,000.00	0.00		68,268.55
75-CA-DWI	12,530.48	122.66	0.00		12,653.14
81-CC Rec Mgt Preservatic	414,736.09	15,628.13	-5,250.30		425,113.92
82-Courthouse Security	24,816.72	3,545.58	-2,634.16		25,728.14
83-Justice Court Sec.*	67,342.38	419.59	-672.47		67,089.50

**Hunt County Treasurer
Monthly Report
November 2016**

Hunt County Funds	Beginning Balance	Money Received	Money Disbursed	Transfer In/Out Investment	Month End Balance
84-District Clerk Archive	31,871.24	650.00	0.00		32,521.24
85-Co & District Court Technol	7,939.86	156.12	-5,560.00		2,535.98
86-County Record Preserv	79,179.95	940.00	0.00		80,119.95
87-Justice Court Technolo	57,333.73	1,670.48	-1,056.08		57,948.13
88-County Clerk Archive	401,235.72	13,560.00	0.00		414,795.72
89-County Record Mgt Pre	8,392.20	1,457.19	0.00		9,849.39
91-LEOSE	41,059.68	0.00	-667.93		40,391.75
95-Juv Prob. Center Fnd*	422,368.13	630.45	-39,799.11		383,199.47
96-Juv Prob "A-Z" Grant	99,707.10	57,372.89	-72,311.60		84,768.39
<hr/>					
50-Debt Service (I&S)*	116,930.93	76,769.59	0.00	0.00	193,700.52
50-Debt Service TexPool Ir	193,348.63	63.32	0.00	0.00	193,411.95
50-Debt Service Fund Tota	310,279.56	76,832.91	0.00	0.00	387,112.47
61-Right of Way FundTxPoc	9,057.14	2.93	0.00		9,060.07
Total of Funds:	17,866,063.38	3,226,522.22	-2,841,370.71	0.00	18,251,214.89
<hr/>					
*Year end adjustment					

HUNT COUNTY DEBT

	Mo. Beginning	Payment	Balance Due	Pay Off Date
Reserve State Comptroller*	847,879.88	-1,883.23	845,996.65	03/2054
Reserve St Comptroller II	210,150.82	-2,960.00	207,190.82	
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	323,372.60	-12,280.54	311,092.06	
OPEB Pension Liability	5,213,720.00	0.00	5,213,720.00	
Totals:	12,024,835.71	-17,123.77	12,007,711.94	

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

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

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

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

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

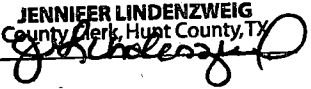
#124,434

ESCROW TRUST AGREEMENT

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

DEC 27 2016

THE STATE OF TEXAS
COUNTY OF HUNT COUNTY

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By: 

This contract and agreement made and entered into on this the 19th day of December 2016, by and between Hunt County Commissioner Jim Latham, Precinct 4 and Pam Lovelace by hereinafter called "Purchaser".

WITNESSETH:

That said Purchaser has deposited into a fund labeled "County Road Improvement Fund" the amount of \$9,600.00 for the purpose of constructing a certain site improvement, to wit:


Upgrade approximately 1600 feet on CR 4519 from dirt to rock

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

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

IN TESTIMONY WHEREOF, the parties hereto have executed this contract and agreement on this the 19th day of December 2016.


Commissioner's Signature


Purchaser signature
2094 CR 2712
(Address of purchaser)
CADDO MILLS TX 75135
214-930-9169



#14,435
FILED FOR RECORD
at 12:25 o'clock P M

DEC 27 2016

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

December 14, 2016

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

Farmers Electric Cooperative Member: Olivo, Mike
Service Order Number: 1612001080

Dear Sir:

Farmers Electric Cooperative, Inc. is requesting permission to construct electrical power distribution facilities **across CR 2706**, which is located approximately **.4 miles East of CR 2710**, 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, Griffin Trommer at 903.455-1715 ext 4056.

Sincerely,

Griffin Trommer

Griffin Trommer
Engineering Assistant
gtrommer@farmerselectric.coop

Enclosures

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



14,436
FILED FOR RECORD
at 12:25 o'clock p M

December 14, 2016

DEC 27 2016

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By

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

Farmers Electric Cooperative Member: Columbus Harris
Service Order Number: 1611002437

Dear Sir:

Farmers Electric Cooperative, Inc. is requesting permission to construct electrical power distribution facilities **across Alice Circle**, which is located approximately **1500' South of CR 2546**, 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 903.455-1715 ext 4065.

Sincerely,

Patrick Covington

Patrick Covington
Engineering Assistant
pcovington@farmerselectric.coop

Enclosures

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

14,444

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

Fax to: 903-408-4291 Att: Sandy

From: Classification

JAIL COUNT

December 6, 2016 - December 19, 2016

DEC 27 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>
6-Dec	155	42	7	0	0	92	296
7-Dec	153	46	8	0	0	92	299
8-Dec	150	47	10	0	0	91	298
9-Dec	149	45	8	0	0	91	293
10-Dec	151	46	13	0	0	91	301
11-Dec	153	47	5	0	0	91	298
12-Dec	149	45	2	0	0	91	287
13-Dec	149	43	15	0	0	91	298
14-Dec	148	45	15	0	0	90	298
15-Dec	152	49	12	0	0	96	309
16-Dec	157	47	17	0	0	95	316
17-Dec	166	44	7	0	0	90	307
18-Dec	170	44	3	0	0	90	307
19-Dec	166	43	7	0	0	90	306

14,447

ORDER

**AN ORDER OF THE COMMISSIONERS COURT OF HUNT COUNTY,
TEXAS ADOPTING RULES GOVERNING PLATS AND SUBDIVISIONS
PURSUANT TO THE REQUIREMENTS OF THE LOCAL
GOVERNMENT CODE AND OTHER PROVISIONS RELATING
THERETO**

WHEREAS, the Hunt County Commissioners Court held a Public Hearing on December 27, 2016 and adopted an Order adopting rules governing plats and subdivisions pursuant to the requirements of the Texas Local Government Code, Government Code and other law.

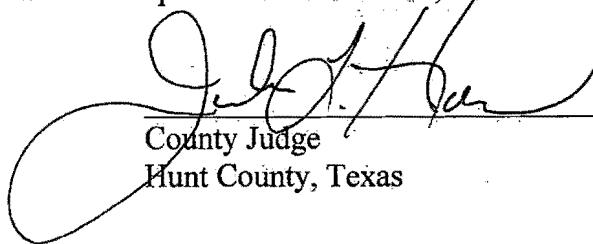
BE IT ORDERED BY THE COMMISSIONERS COURT OF HUNT COUNTY, TEXAS:

Section 1. Findings. The statements contained in the preamble to this Order are true and correct and are hereby adopted as findings of fact and as part of the operative provisions hereof;

Section 2. County Judge Authorized to Order Adoption of Rules. The Hunt County Commissioners Court hereby authorize the County Judge to Order the adoption of rules governing plats and subdivisions pursuant to the requirements of the Texas Local Government Code, Government Code and other law, attached as "Exhibit A"; and

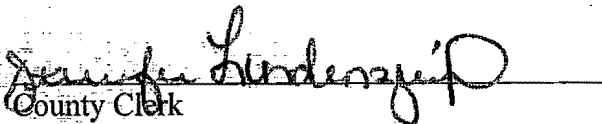
Section 3. Effect Date. This Order shall take effect immediately upon approval.

The foregoing Order was read and adopted on December 27, 2016.



County Judge
Hunt County, Texas

ATTEST:



County Clerk
Hunt County, Texas



FILED FOR RECORD
at 10:55 o'clock a M

JAN 09 2017

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By 

Exhibit A

FILED FOR RECORD
at 8:50 o'clock a.m.

DEC 28 2016

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

14, 447

Hunt County

Subdivision Regulations

Table of Contents

Section I.	Authority	pg. 3
Section II.	Purpose	pg. 3
Section III.	Definitions	pg. 4
Section IV.	Grandfather Clause	pg. 10
Section V.	Platting Procedure	pg. 10
	6. Preliminary Plats	pg. 11
	7. Final Plats	pg. 15
	Standard Platting Procedure Flow Chart	pg. 19
	7(B). Short Plats	pg. 20
	8. Construction Plans	pg. 21
	9. Construction and Maintenance Bonds	pg. 23
Section VI.	Subdivision Standards and Specifications	pg. 27
	2. Streets or Roads	pg. 27
	3. Easements	pg. 32
	4. Water Utilities	pg. 33
	5. Sewer Utilities	pg. 35
	6. Lots	pg. 36
	7. Floodplains	pg. 37
Section VII.	Variances	pg. 39
Section VIII.	Exceptions to Platting	pg. 40
Section IX.	Conflicts of Interest	pg. 43
Section X.	Severability Clause	pg. 44
Section XI.	Enforcement/Penal Provisions	pg. 45
Appendix A.	Hunt County Plat Fee Schedule	pg. 47
Appendix B.	Plat Notes for County Officials	pg. 48
Appendix C.	Road Cross Section Concrete	pg. 50

Hunt County Subdivision Regulations

SECTION I Authority

These regulations are adopted under the authority of the Constitution and the laws governing the State of Texas.

SECTION II Purpose

On *March 25, 1999* the Hunt County Commissioners Court approved the adoption of subdivision regulations recognizing that public necessity required the Court to encourage quality growth and development in ways to protect the health, safety, and economic well-being of current and future land owners and residents of Hunt County, Texas.

On *March 23, 2009* the Hunt County Commissioners Court approved revised subdivision regulations that it found to be in the best interest of the residents of Hunt County pursuant to the Texas Local Government Code Chapter 233 and other state law.

On *December 27, 2016* the Hunt County Commissioners Court finds that it is in the best interest of the residents of Hunt County to adopt the following updated regulations, known as the Hunt County Subdivision Regulations, pursuant to the Texas Local Government Code Chapter 232 and 233, and other state law. They have been prepared with the following purpose:

1. These regulations are to promote and provide for the health, safety, morals, and general welfare of the county, and the safe, orderly, and healthful development of the land in unincorporated areas of Hunt County, Texas.
2. These regulations are to ensure the establishment of rules and guidelines for the subdivision of property, and to ensure that newly created parcels of land conform to legal statutes.
3. These regulations are intended to prevent Hunt County from being burdened with substandard streets and roadways in the future, thereby protecting the taxpayers from unnecessary maintenance costs.
4. These regulations are to ensure that the residents of Hunt County receive from developers the necessary services for the supply of water, and that new development will be served by adequate sewage treatment systems and drainage facilities.
5. These regulations are intended to provide information to the developer, and assist in the preparation of plats and approvals of future development.

SECTION III
Definitions

ALLEY – a minor public right-of-way which is used primarily for vehicular service access to the back or sides of properties otherwise abutting on a Street and not intended to provide the primary means of access to abutting lots.

BUILDING or SETBACK LINE – a line established, in general, parallel to the front street line. No building or structure shall be permitted in the area between the building line and the street right of way.

COMMERCIAL PROPERTY – real estate that includes income-producing property, such as residential rentals, office buildings, restaurants, shopping centers, hotels, industrial parks, warehouses, and factories and/or is zoned for business or industrial use.

COMMERCIAL or INSTITUTIONAL FACILITY – any building that is not utilized as a single family dwelling.

COMMISSIONERS COURT – the Hunt County Commissioners Court.

COMMUNICATIONS SERVICE PROVIDER or CSP - a service provider that transports information electronically, for example a telecommunications service provider. The term encompasses public and private companies in the telecom (landline and wireless), Internet, cable, satellite, and managed services businesses.

COUNTY WASTE WATER ORDER – a waste water order officially adopted by Hunt County in accordance with authorizing statutes.

COUNTY FLOODPLAIN REGULATIONS – a floodplain management regulation adopted by Hunt County in accordance with authorizing statutes.

CUL-DE-SAC – a street or road having one outlet to another street with a vehicular turnaround at the remaining end.

DEVELOPER – any owner of property who wishes to divide it into two or more smaller tracts, including persons, corporations, organizations, estates, trusts, partnerships, agents, associates, and other entities which under take the activities covered by these regulations.

Hunt County Subdivision Regulations

DRAINAGE PLAN – calculations and drawings showing the existing watershed characteristics and site water flow conditions, and the effects the proposed subdivision will have onsite and offsite to adjacent and surrounding land.

EASEMENT – a right given by the owner of a parcel of land to another person, public agency, or private corporation for specific and limited use of that parcel.

ENGINEER – any person registered and currently licensed to practice engineering by the Texas State Board of Registration for Professional Engineers.

EXCEPTION – a variation or deviation from approved standards, rules, regulations.

EXTRATERRITORIAL JURISDICTION (ETJ) – that area outside of, but adjacent and contiguous to, the corporate limits of any city recognized by state statute as the area a city, based on population, could enforce its' own subdivision rules and regulations upon.

FLOOD INSURANCE RATE MAP – an official map of a community, on which the Federal Emergency Management Administration (FEMA) has delineated both the areas of special flood hazards and the risk premium zones applicable to a community.

FLOODPLAIN – Generally, any land area susceptible to being inundated by floodwaters. Specifically, the relatively flat or lowland area adjoining a river, stream, watercourse, lake, or other body of standing water, which has been or may be covered temporarily by flood water. Floodplains are typically assigned a recurrence interval (i.e., the 100-year floodplain) which defines the magnitude of the flood event that causes the inundation. The 100-year floodplain is the area subject to flood for the 100-year flood.

100-YEAR FLOODPLAIN – any area susceptible to inundation by flood waters from any source and subject to the statistical 100-year (has a 1% chance of flooding in any given year).

FLOODWAY – the channel of a river or other watercourse, and the adjacent areas, within a portion of the 100-year floodplain, that must be preserved in order to discharge the 100-year flood without cumulatively increasing the water surface elevation more than one foot above the 100-year flood elevation before encroachment in the 100-year floodplain.

INSPECTION PERSONNEL – any person designated by the Hunt County Commissioners Court to perform inspections under the requirements of the Hunt County Subdivision Regulations.

LIEN HOLDER – person or entity holding, or benefiting from holding, the right to sell the property of a debtor as security for payment of a debt.

Hunt County Subdivision Regulations

LIEN HOLDER'S CONSENT – express approval or acceptance of what is planned, or done, by another from the person or entity holding, or benefiting from holding, the right to sell the property of a debtor as security for payment of a debt.

LOT – a distinct and separate tract or parcel of land being a part of a larger tract of land and having frontage on a street or road which is then, or in the future may be, offered for sale, conveyance, transfer, or improved separately from the remainder of any part of the larger tract, and generally intended to be occupied by one building or a group of buildings.

LOT, FLAG-SHAPED OR PANHANDLE – “Panhandle” or “flag-shaped lot” means an irregularly shaped lot designed to provide a minimum avenue of road access while allowing other Lots to be stacked around it creating a narrow strip of land connecting the principal building site to a public street so that the result is a Lot often shaped something like a flag with a “flag pole” of access stretching out to the nearest road.

MANUFACTURED HOME RENTAL COMMUNITY (MHRC) – a plot or tract of land that is separated into two or more spaces or lots that are rented, leased, or offered for rent or lease, for a term of less than 60 months without a purchase option, for the installation of manufactured homes for use and occupancy as residences.

ON-SITE SEWAGE FACILITY (OSSF) – all systems and methods used for the disposal of sewage and wastewater on a specific site other than an organized disposal system operated under a valid TCEQ permit.

ON-SITE SEWAGE FACILITY ZONE (OSSFZ) - zone identified for OSSF system. This area is to meet TCEQ OSSF TAC chapter 287, Table 10 separation distances. Shall not contain floodplain, structures on any other barriers that would hinder or prohibit proper function of the system.

OWNER – the owner of real property subject to a proposed or existing subdivision.

PAVEMENT WIDTH – the portion of a street or road with an improved surface intended for vehicular traffic, but not to include shoulders, parkways, ditches, or similar parts of a right of way not intended or used for vehicular traffic.

PLAT – a map depicting the division or subdivisions of land into, lots, blocks, parcels, tracts, or other portions. A re-plat will be considered a plat.

PLAT, PRELIMINARY – one or more drawings showing the physical conditions of a tract of land and the surrounding area intended to be subdivided. This plat shall show the developer's intended development program in order to assure that all regulations are complied with.

PLAT, FINAL – a map or drawing and any accompanying material of a proposed land subdivision prepared in a form suitable for filing in the County records and prepared as described in these Regulations.

Hunt County Subdivision Regulations

PLAT, SHORT PLAT PROCEDURE – a review process for a plat containing lots with frontage on an existing street or road of required right of way width, and not requiring any additional streets, roads, or other public easements in order to comply with these regulations. Land or surrounding lands that, due to topography and/or location, are deemed to require submission of a drainage plan will NOT be subdivided as a short plat.

PRESCRIPTIVE ROAD or RIGHT OF WAY – a road or right of way that becomes a county maintained road or right of way by means of continuous public use and County maintenance over a statutorily defined time period.

REGULATIONS – refers to the Hunt County Subdivision Regulations.

REPLAT – any map, drawing, or plan to show further subdivision or revision of any part of a previously platted subdivision, addition, lot, tract, or parcel of land which had been recorded of record in the County plat records and which may be in either preliminary or final plat form.

REVISION – any map, drawing, or plan to show the revising of any part of a previously platted subdivision, addition, lot, tract, or parcel of land which had been recorded as a final plat.

RIGHT OF WAY – generally, the entire platted, deeded, or dedicated public street or alley which exists between two property lines, whether improved or not, but may also refer to any other public way or portion thereof. In some instances, the term “right of way” may describe property for public use through prescriptive rights as identified or limited by legal precedent in the State of Texas.

SHALL – mandatory and not discretionary.

SINGLE FAMILY DWELLING – a structure that is either built on, or brought to the development site for use as a residence for one family.

SPECIAL FLOOD HAZARD AREA (SFHA) – the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year according to the Flood Insurance Rate Map.

25-YEAR STORM FREQUENCY - A storm event with a four (4) percent chance of being equaled or exceeded in any given year. Defined in general to be 5.5 inches in 24 hours.

STREET or ROAD, PUBLIC – any area, parcel, or strip of land which provides vehicular access to adjacent property or land whether designated as a street, road, avenue, lane, thoroughfare, boulevard, place, drive, court, loop, or however otherwise designated, and which is either dedicated or granted for public purposes or acquired for public use by prescription. (Not all Public Road are County Roads nor are they all maintained by the County. See Definition of Street or Road, County)

Hunt County Subdivision Regulations

STREET or ROAD, BOUNDARY/BORDER – a street or road which either exists or will be created wherein a subdivision as herein defined is partially bounded on one or more sides by such street or road and/or where this type of street has or will have a common frontage along adjoining property which is not a part of the land being considered for platting or subdivisions.

STREET, COLLECTOR – a street or road which connects thoroughfare or arterial streets with local streets.

STREET, COUNTY (ROAD) – a public street or road which has been accepted for maintenance purposes by the Hunt County Commissioners Court, whether acquired by prescription, dedication, or statutory means, or originally constructed by the County. The term “street” and “road” are used interchangeably for the purpose of these regulations.

STREET, LOCAL – a street or road that primarily provides direct access to lots within a subdivision.

STREET, PRIVATE – a road or street that has not been accepted by the Hunt County Commissioners Court for maintenance. Some private roads may have been dedicated to the public (see definition of Street or Road, Public). Others may not be dedicated to the public and are under private ownership. In either case, the County is not responsible for maintenance.

STREET, ARTERY – a street or road that will serve vehicular traffic beyond the limits of the subdivision, connecting subdivisions with commercial or retail areas, schools, different cities or remote areas or which serves as a principal connecting street with State or Federal highways, farm to market roads or major thoroughfares shown or projected on current transportation plans of the Texas Department of Transportation.

SUBDIVIDER – any person, firm, corporation, partnership, association, or any similar individual or group of agents thereof, who divide or propose to divide land so as to constitute a subdivision, whether or not the individual or group is also a developer of the subdivision.

SUBDIVISION – the division of any tract or parcel of land into two or more parts to lay out any division of the tract, including an addition, lots, or streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to the public use or for the use of purchasers or owners of lots fronting on or adjacent to the street, alleys, squares, parks, or other parts. A division includes a division using metes and bounds description in a deed of conveyance or in a contract for deed, by using a contract for sale or other executory contract to convey, or by using any other method.

SURVEYOR – a person licensed to practice surveying by the Texas Board of Professional Land Surveying.

Hunt County Subdivision Regulations

TCEQ – the Texas Commission on Environmental Quality – an environmental agency for the State of Texas.

TRACT, PARENT – the original land tract owned by the developer prior to any subdivision.

TRACT, DAUGHTER – any of the tracts created by the subdivision of a parent tract and including the remaining part of the parent tract.

SECTION IV
Grandfather Clause

Requirements changed or added to this version of the Subdivision Regulations are not applicable to developments approved by the Hunt County Commissioners' Court prior to the date the Court adopts the Regulations.

SECTION V
Platting Procedure

1. Plat Required. The owner of a tract of land located within Hunt County, and outside the limits of an incorporated municipality, MUST have a plat of the subdivision prepared if the owner divides a tract into two or more parts to lay out:
 - A. a subdivision of the tract, including an addition;
 - B. lots; or
 - C. streets, alleys, squares, parks or other parts of the tract intended to be dedicated public use, or for the purchasers or owners of lots fronting on or adjacent to the streets, squares, parks, or other parts.
2. A division of a tract under Section IV(1) includes a division regardless of whether it is made by using a metes and bounds description in a deed conveyance, or in a contract for a deed, or by using a contract of sale, or other executory contract to convey, or by the use of any other method.
3. The only exceptions to the requirement that a plat be prepared shall be those provided in the Texas Local Government Code 232.0015, Subsection (c), as modified by Subsection (d), or as stated in Texas Local Government Code 232.0015, Subsections (e), (f), (g), (h), (i), (j), and (k). The exceptions are outlined in Section VII of these Regulations.
4. Persons subdividing land in the unincorporated portions of Hunt County shall comply with this Section for plat approval. No grading of streets/roads or the sale of lots shall commence, nor shall any other associated construction be accomplished by the owner/developer upon land being subdivided prior to final plat approval, except by written authorization of the Commissioners Court. Approval from the Hunt County Commissioners Court is required before recording a final plat.
5. Preliminary Conference – at least ten (10) days prior to any subdivision of land and official submittal of a plat for review, it is required that the owner/developer or owner's agent schedule a meeting with the Hunt County Commissioner with precinct jurisdiction over the proposed subdivision. The owner or agent shall present a preliminary plat to show the street alignment and lot layout. The Commissioner will advise the owner/agent of any necessary corrections for official submittal of the plat to the Commissioners Court for approval.

6. Preliminary Plats:

A. The submission of a Preliminary Plat is necessary to:

- 1) eliminate the duplication of subdivision names and street names;
- 2) assure proper alignments of streets and drainage facilities;
- 3) assure that the provisions of the Floodplain Regulations will be complied with, and that no lot will have a drainage problem;
- 4) assure that the provisions of the Sewage Regulations will be complied with;
- 5) assure that all necessary permits or plan approvals have been or will be procured;

B. The owner/agent shall submit seven (7) copies of a preliminary plat, a plat application form, required supporting documents, and applicable plat review fees to the Hunt County Commissioners Court and/or the administrative assistant to the Court.

C. In no event shall a Preliminary Plat be submitted to the Commissioners Court later than ten (10) days before the meeting at which the approval of the Hunt County Commissioners Court is requested. Unless the Commissioners Court takes opposing action, the Preliminary Plat will remain valid for a period of twelve (12) months from the date it is submitted, after which time it will automatically become void. (note: all fees on a voided plat are non-refundable)

D. The owner/agent shall deliver a copy of the plat to the County Sanitarian who will review the plat for compliance with sewage disposal regulations prior to presenting the plat to the Court for preliminary approval.

E. The owner/agent shall deliver a copy of the plat to the County 911 Coordinator who will review the plat for compliance with Hunt County

Hunt County Subdivision Regulations

911 Addressing requirements prior to presenting the plat to the Court for preliminary approval.

- F. After review, the Commissioner with precinct jurisdiction will notify the owner/agent in writing of any necessary corrections to the plat. Such notification shall be made within ten (10) business days of official receipt of the preliminary plat.
- G. The owner/agent will obtain approval from the Commissioner with precinct jurisdiction to place the plat on the next Commissioners Court Agenda. The Commissioners Court will consider approval of the Preliminary Plat. This approval shall be required before the owner can proceed with Final Plat submittal and approval. The Commissioner with precinct jurisdiction or his designee shall provide written notification to the owner/agent of the Commissioners Court action within five (5) business days of the hearing.
- H. If the property is located within the extraterritorial jurisdiction of a municipality, the developer shall be responsible for complying with the applicable regulations of the controlling entity, and/or the provisions of any applicable interlocal agreement. Generally, in cases where the County and municipality have regulations that differ, the more restrictive regulation will take precedent and be enforced.
- I. Preliminary Plat approval by the Hunt County Commissioners Court does not constitute acceptance of the subdivision. It only authorizes the owner to proceed with preparation of the Final Plat. No grading of streets or construction is authorized in the subdivision before approval of the Final Plat by the Hunt County Commissioners Court, except as otherwise approved by the Court. Approval of a Preliminary Plat is valid for twelve (12) months. If a Final Plat is not approved within that period of time, the owner/agent will submit a new Preliminary Plat with all applicable fees and supporting documents for approval.
- J. Every Preliminary Plat submission shall include the following:
 - 1) Preliminary Plats shall be drawn on a 24" X 36" sheet, scale not to exceed 1" = 200'.
 - 2) Name, address, and telephone number of the owner, surveyor, and/or engineer.
 - 3) The seal and signature of the surveyor and/or engineer responsible for the preparation of the plat.

Hunt County Subdivision Regulations

- 4) The proposed name of the subdivision and the names, locations, width, and dimensions of all proposed and existing streets, alleys, easements, parks and other public places, lot lines, and proposed land uses. No proposed name shall conflict with any other subdivision or street in Hunt County, or any other adjacent subdivision.
- 5) The location of the existing boundary lines of the subdivision and total acreage including the estimated acreage of each lot.
- 6) On plats of less than one point five acres (1.5) all pad and building sites for each lot will also be shown on plat.
- 7) A vicinity map showing the subdivision location within the County and the relationship to the nearest existing roads and municipality.
- 8) The date the plat was prepared.
- 9) Scale, and North directional arrow.
- 10) The location of the 100-year floodplain, as defined by FEMA maps, and the identification of all lots, or any part of a lot, that is located within the 100-year floodplain. For subdivisions containing a floodplain, a note on the plat stating the following is required:

“A Development Permit will be required from Hunt County prior to any construction within the floodplain.”

The finished floor elevations must be shown for each lot located in the floodplain at two (2) feet above the Basic Flood Elevation (BFE) . If no part of the subdivision lies within the 100-year floodplain, then it shall be so noted.

- 11) The preliminary plat shall include a drainage plan prepared by a Texas Licensed Professional Engineer. The preliminary plat shall show the 100-year flood plain elevation and boundaries, existing bridges, culverts and other drainage structures, and physical features of the property related to street and lot drainage and layout. The drainage plan shall show existing drainage areas upstream and downstream including drainage calculations determining the quantity to run off coming by means of land, entering, crossing and exiting the proposed subdivision. The drainage calculations shall be sufficiently detailed to determine changes in the 100-year flood plain elevation, water discharge

and velocities within the subdivision and upstream and downstream of the subdivision, and Pre and Post construction Runoff values and means of mitigating any increased runoff.

- 12) Topography of the development shall be shown on the preliminary plat. **Pre and post construction contour intervals will be shown for assessment and determination of proper drainage requirements.** The intervals will be as follows: 1) Land with less than five percent (5%) overall slope, the contour interval shall not be greater than two (2) feet. 2) Land with more than five percent (5%) slope, the contour interval shall not be greater than five (5) feet.
- 13) The name of all adjacent property owners with the volume and page of recordation, and any adjacent subdivisions and streets including how the streets in the proposed subdivision may connect with other streets in the area.
- 14) Description, location, and dimensions of any and all proposed and existing utility, drainage, and pipeline easements within and adjacent to the proposed subdivision with applicable recordation shall be visible and apparent. Enclosed pipe requires a minimum 20' easement width. All easements shall be so designed to allow maintenance equipment to enter the easement, and be able to perform the necessary work.
- 15) All maintenance responsibilities, whether private or by Hunt County, shall be noted on the plat.
- 16) Preliminary water and sewer plans, if applicable.
- 17) The name of the water, sewer, communication service provider and electric utility companies providing service to the subdivision shall be noted on the plat. A statement shall be provided if sewage disposal is by individual on-site sewage facilities and/or water service by individual wells.
- 18) A certification letter from the water, sewer, communication service provider and electric utility companies guaranteeing their intent to provide service to the proposed subdivision, and providing a time frame and cost estimate for the establishment of these services when applicable.
- 19) For subdivision proposing to use on-site septic systems for sewage treatment, a Development Plan shall be performed and submitted with the Preliminary Plat. The purpose of the study is

to verify that all of the proposed lots in the subdivision will comply with the Hunt County regulations for on-site sewage facilities. The individual or company performing the study must be qualified to perform site evaluations under the rules for on-site sewage facilities. The minimum lot size is one acre per lot pursuant to the Hunt County On-Site Sewage Facility Regulations. *Lots utilizing on-site sewage facilities shall provide for a minimum of one (1) acre USEABLE surface area. This area excludes ponds/lakes and easements provided one half (0.5) of one acre of the property is dedicated by deed and plated as "On Site sewage Facility Zone (OSSF).*

- 20) For subdivisions with the minimum 1 acre lot size all septic disposal field sites will be noted as no build sites on plat.
 - 21) For subdivisions proposing individual water wells for water service, an engineer's report shall be required to certify that an adequate supply of groundwater exists to serve the proposed subdivision. The report shall also clearly illustrate any existing septic systems within 200' of the proposed subdivision.
 - 22) If the proposed subdivision is a portion of a larger tract, which will be subdivided later, a master plan of the subdivision in its' entirety shall be submitted with the Preliminary Plat of the first proposed subdivision.
 - 23) Hunt County reserves the right to use and require submittal of additional forms, contracts, plans, certifications, and any other supplementary documents deemed necessary for the enforcement of these Regulations.
7. Final Plat Procedure and Submission – the Final Plat procedure will be the same as that for the Preliminary Plat except as noted in this Section. Approval of the Preliminary Plat is required prior to submitting a Final Plat. The Commissioners Court must approve the Final Plat and the plat must be recorded before the lots are sold. The Commissioner with precinct jurisdiction will provide written notification of the Commissioners Court action to the owner/agent. The Final Plat shall be recorded with the County Clerk within ninety (90) days of Commissioners Court approval. A single ninety (90) day extension may be granted by the Court by official action. Final Plat approval does not include acceptance of streets or roads by the County for maintenance purposes. Street and road acceptance for future maintenance purposes may be accomplished only by separate official action of the Commissioners Court.

A. Final Plats shall contain and be accompanied by the following information:

Hunt County Subdivision Regulations

- 1) Final Plats will be drawn on 18" X 24" sheets at a scale not to exceed 1" = 200'. Seven (7) blue line copies of the Final Plat together with two (2) mylar sheet copies are required.
- 2) Final Plats will show the information required by this section, and as approved the Commissioners Court for the Preliminary Plat, except Section V, Subsection J (11).
- 3) A completed application form, and the appropriate plat review fees.
- 4) Two (2) sets of construction plans sealed by a licensed engineer.
- 5) Cost documents prepared by the owner's engineer or contractor for the construction of streets, drainage structures, utilities, and all other improvements.
- 6) Construction bonds for street and drainage improvements.
- 7) An original tax certificate from the Tax Collector of each political subdivision in which the property is located to certify that no delinquent taxes are due on the proposed subdivision.
- 8) A space for approval of the Commissioners Court, the County Clerk to file the plat for record, as well as authority for onsite sewer facilities. See Appendix B.
- 9) A dedication, by the owner, of all streets, roadways, alleys, utility easements, and other land intended for public use, and the owners' certification that all parties with any interest in the title to the subject property have joined in such dedication, duly executed, acknowledged, and sworn to by said owner before a notary public.
- 10) The following statement shall appear on any plat containing private streets, drives, emergency access easements, recreation areas, and open spaces:

NOTE: All private roads (drives and streets) shall be designated as such with signage which indicates each road's private status.

HUNT COUNTY SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OF PRIVATE STREETS, DRIVES, EMERGENCY ACCESS EASEMENTS, RECREATION AREAS, AND OPEN SPACES; THE OWNERS OF SUCH PRIVATE THOROUGHFARES AND AREAS SHALL BE RESPONSIBLE FOR THEIR MAINTENANCE; SAID OWNERS AGREE TO

Hunt County Subdivision Regulations

INDEMNIFY AND HOLD HARMLESS HUNT COUNTY FROM ALL CLAIMS, DAMAGES, AND LOSSES ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE OBLIGATIONS OF SAID OWNERS SET FORTH IN THIS PARAGRAPH.

- 11) A space for approval of a municipality exercising its' extraterritorial jurisdictional authority.
- 12) The seal and signature of the surveyor or engineer responsible for preparation of the plat, and the date the plat was prepared.
- 13) A legal description of the property and location with respect to an original corner of the parent tract. Total acreage shall be noted.
- 14) The number of all lots and blocks arranged in a systematic order. The names of all streets. The curves on all streets, blocks, lots and easements shall include the radius, length, and central angle of the curve. Lots will show area in acreage or square feet.
- 15) The accurate location of adjacent subdivision streets, blocks, lots, and easements, or note that the adjacent property is undeveloped.
- 16) A copy of the subdivision restrictions, if any, shall be properly signed and notarized and filed for record with the County Clerk.
- 17) The location, size, and description of all permanent monuments and control points.
- 18) The following statements shall be noted on the Final Plat:

Blocking the flow of water or construction improvements in drainage easements, and filling or obstruction of the floodway is prohibited.

The existing creeks or drainage channels traversing along or across the subdivided tracts will remain as open channels, and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the creeks or drainage channels.

Hunt County will not be responsible for the maintenance and operation of drainage ways for the control of erosion located on private property.

Hunt County will not be responsible for any property damage, property loss, personal injury, or loss of life by flooding or flooding conditions.

Hunt County Subdivision Regulations

All surface drainage easements shall be kept clear of fences, buildings, foundations and planting, and other obstructions to the operation and maintenance of the drainage facility.

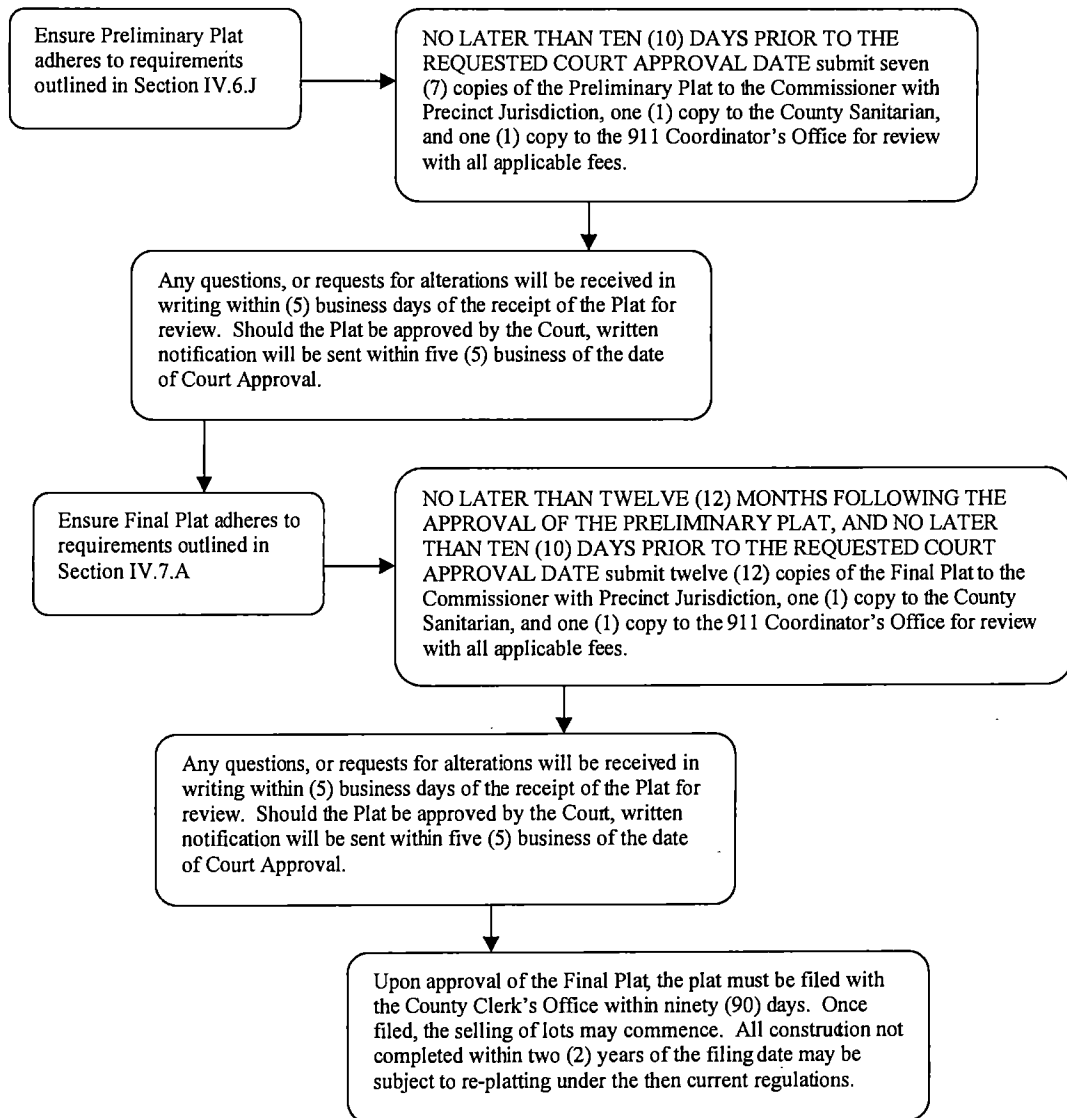
Construction not completed within two (2) years of the recording date shall be subject to the then current county standards and regulations. The County may require the subdivision to be re-platted.

19) The following statement shall be noted on the Final Plat, if applicable:

I, the undersigned, Chairman of the Lake Area Planning and Zoning Commission of Hunt County, Texas, hereby certify that this subdivision plat conforms to all requirements of the Regulations set forth by the area wherein my approval is required.

Chairman, Planning Commission

STANDARD PLATTING PROCEDURE FLOW CHART



B. Short Plat Procedure

- 1) A Short Plat procedure may be followed for the approval of a subdivision Final Plat when the land proposed for subdivision meets the following conditions:
 - A. Such land abuts an existing County Road or Street of required right of way width, or abuts an existing County Road or Street along which adequate right of way shall be dedicated based on the street classification and such land is so located that no additional streets, roads, or other public easements are required to comply with these Regulations; and,
 - B. The perimeter of the tract being subdivided has been surveyed and marked on the ground by a registered professional land surveyor licensed in the State of Texas, and plat thereof prepared and filed with the Commissioner having precinct jurisdiction.
- 2) The Short Plat submittal process will be the same as that for a Final Plat except for those items in Section V, 6, J(11), and Section V, 7, A(4), (5), and (6), and as noted in this Section. The Commissioner with precinct jurisdiction will notify the owner in writing of the Commissioners Court action. Short Plat submittals shall include the following:
 - A. A completed plat application form, and plat review fees.
 - B. Seven (7) copies of the Final Plat together with two (2) mylar sheets are required.
 - C. Final Plats will be drawn on 18" X 24" sheets at a scale not to exceed 1" = 200'.
 - D. Supporting documentation with the Short Plat submittal shall include letters from the water, sewer, communications service provider and electric utility companies certifying that they will provide service to the proposed subdivision.
 - E. If on-site sewage facilities will be used, a development plan is required to verify that all of the proposed lots in the subdivision will comply with the County regulations for on-site sewage facilities.

Hunt County Subdivision Regulations

8. Construction Plans:

- A. All construction plans, drawings, and calculation shall be sealed by a Registered Professional Engineer licensed to practice in the State of Texas.
- B. Construction Plans shall consist of:
 - 1) Street plans;
 - 2) Drainage plans;
 - 3) Water, electric, communications service or and sewer system, if any; and,
 - 4) Location and description of all easements.
- C. Two (2) sets of all construction plans (18" X 24" sheets) must be submitted to and approved by the Hunt County Commissioners Court, unless a variance is granted, prior to the start of any construction.
- D. Street construction plans shall include the following:
 - 1) Title sheet showing names of subdivision, developer, engineer, date and location map. Include a space for approval by the Commissioners Court;
 - 2) The plan of the street at a scale no larger than 1" = 50', showing the location of the proposed pavement, ditches, and structures within the street right of way;
 - 3) The profile of the street at no larger than 1" = 50' horizontal, and 1" = 5' vertical;
 - 4) Both the street grade and elevation;
 - 5) Both the ditch grade and sections;
 - 6) Typical street sections; and
 - 7) The seal and signature of the engineer responsible for the design on all sheets.
- E. Drainage constructions plans shall include the following:

Hunt County Subdivision Regulations

- 1) The plan of the drainage ditches or structures including a ditch profile and typical section view in no larger than a 1" = 50';
- 2) The ditch grades, design flow of water, design depth of water, design velocity of water, and the direction of flow within street and drainage channels shall be clearly noted. The use of existing channels is encouraged;
- 3) A plan and profile of all culverts under any street with the design flow of water;
- 4) The size of all driveway culverts to carry the design flow of water to each lot in the subdivision when the culvert is installed at the designed ditch grade;
- 5) A table containing the size of each pipe shall be included on the plat. The developer is responsible for notifying builders and lot owners of the required culvert size;
- 6) The plans shall include a hydraulic summary table, identify the boundary of the drainage area contributing runoff into the drainage system, and be based on a 25-year storm frequency; and
- 7) The plans shall contain the following statement executed by the engineer responsible for the design:

I, _____, a Texas Licensed Engineer, do hereby affirm that to the best of my knowledge, information, and belief, and based upon the information provided, the drainage improvements shown on these plans will have no adverse effect on any property adjacent to the property shown.

F. Water construction plans shall show:

- 1) The location and size of all proposed water lines in relation to the right of way, and/or easements in which the lines are to be located;
- 2) The location of all appurtenances proposed to be installed;
- 3) The minimum cover depth to which the water lines are to be installed shall be no less than 30" (inches); and
- 4) The seal and signature of the engineer responsible for the design on all sheets.

Hunt County Subdivision Regulations

G. Sewage construction plans shall show:

- 1) The plan of the sewer line in no larger than 1" = 50' scale, showing the location and size of all proposed sewer lines in relation to the right of way or easements in which the lines are to be located;
- 2) The location of all appurtenances proposed to be installed;
- 3) The sewer line grades and elevations at all junction points; and
- 4) The seal and signature of the engineer responsible for the design on all sheets.

H. Fire Suppression System. Pursuant to Section 232.109 of the Texas Local Government Code, any subdivision that is not served by fire hydrants as part of a centralized water system certified by the Texas Commission on Environmental Quality may be required to provide construction plans showing:

- 1) for a subdivision of fewer than 50 houses, 2,500 gallons of water storage; or
- 2) for a subdivision of 50 or more houses, 2,500 gallons of water storage with a centralized water system or 5,000 gallons of water storage.

I. All Construction Plans shall be submitted with the Final Plat.

J. Construction Plans shall be reviewed by the Commissioner with jurisdiction over the precinct or their designee in which the subdivision is located, and one set of approved plans will be returned to the developer. Should any corrections or additions be required for approval, the Commissioner with precinct jurisdiction shall notify the developer.

K. Construction Plan must be approved prior to the approval of the Final Plat by Commissioners Court.

9. Construction and Maintenance Bonds:

A. Bonds Required - Prior to recording a Final Plat, the following financial securities are required:

- 1) Construction Bond

Hunt County Subdivision Regulations

- a. The developer shall complete all construction of improvements within two (2) years after approval of Final Plat. The developer shall file a Construction Bond, executed by a Surety Company authorized to do business in the State of Texas, and made payable to the County Judge of Hunt County, Texas or his successors in office. Bond must be approved by the Commissioner's Court and filed with the County Clerk's office.
- b. The bond amount shall be equal to one hundred twenty five percent (125%) of the estimated cost of construction of roads, streets, street signs, underground utilities, required drainage structures, and all other associated construction improvements based on a estimated cost certified by the developer or engineers.
- c. The developer shall submit the construction bond with the Final Plat prior to Commissioners Court approval of the Final Plat.
- d. The construction bond shall remain in full force, and in effect, until all roads, streets, street signs, underground utilities, required drainage structures, and all other associated construction improvements in the subdivision have been completed to the satisfaction of the Hunt County Commissioners Court, and the construction has been released by the County Judge on the recommendation of Commissioners Court through official Court action.
- e. The developer must provide written notice to the Commissioners Court of the date of substantial completion of all roads, streets, street signs, underground utilities, required drainage structures, and/or all other associated construction improvements in the subdivision. If the Commissioners Court or its designee provides written notice to the developer of any defect in any of the improvements within two (2) years from the date the Court receives the notice of substantial completion for such improvement ("Deficiency Period"), and the developer fails or refuses to correct the defect within sixty (60) days from the date it receives notice from the Commissioners Court, the defect shall be corrected at the cost and expense of the obligee or financial security. The construction bond shall include language encompassing the provisions in this paragraph. The construction bond shall also be written to allow for a claim against the obligee or financial security

for one year after the expiration of the 2-year Deficiency Period described in this paragraph.

2) Maintenance Bond

- a. To insure roads, streets, street signs, underground utilities, required drainage structures, and all other construction is maintained to the satisfaction of Hunt County, a maintenance bond executed by a surety company authorized to do business in the State of Texas, and made payable to the County Judge of Hunt County, Texas or his successors in office, shall be substituted for the construction bond at the time of release of said construction bond. Bond must be approved by the Commissioner's Court and filed with the County Clerk's office.
- b. The maintenance bond amount shall be equal to the actual cost, or 10% of the estimated cost as defined by Section 9.A.1) paragraph 2, of the roads, streets, street signs, required drainage structures, and all other construction.
- c. The conditions of the maintenance bond shall stipulate that the developer shall guarantee to maintain, to the satisfaction of Hunt County, all of the streets, roads, drainage structures, and drainage ditches and channels which have been constructed to specifications with construction in a good state of repair for a period of two (2) years from the date of official release of the construction security. Construction security will be released by the County Judge on recommendation of the Commissioners Court.
- d. The developer shall retain at the developer's expense an engineer of the county's choosing, licensed by the State of Texas, to perform annual inspections of roads, streets, street signs, underground utilities, drainage structures, and all other construction for which maintenance security is held. These inspection shall contain the seal and signature of the engineer responsible for the inspection, and be filed with the County Clerk of Hunt County, Texas.
- e. In the event any or all of the roads, streets, street signs, underground utilities, drainage structures, and all other construction improvements are not being maintained in a good state of repair, the engineer performing the inspection shall advise both the developer and the Hunt County Judge

Hunt County Subdivision Regulations

in writing and, if, after ninety (90) days, the developer fails or refuses to repair said items, the deficiencies shall be corrected at the cost and expense of the obligee or financial security.

B. Release of bond – The release of any bond shall be by order of Commissioners Court. To request a release, the developer shall present a written request to release said bond. This request shall contain a statement made by the engineer responsible for the design of improvements stating that he has made an inspection of such improvements and recommends their acceptance by Hunt County. Attached to his letter shall be one set of “as built” drawings showing the work to be accepted for use by the County. The written request of bond release shall be received by Hunt County at least twenty-one (21) days prior to the next regularly scheduled meeting of Commissioners Court.

SECTION VI
Subdivision Standards/Specifications

1. General Requirements:

- A. Except as provided in Section VI herein, no Plat or improvements thereon shall be approved or accepted by the Commissioners Court unless it conforms to the minimum standards and specifications contained herein.
- B. If a tract is subdivided into parcels larger than ordinary building lots, such parcels shall be arranged to allow the opening of future streets.
- C. There shall be no reserve strips controlling access to land dedicated or intended to be dedicated to public use.

2. Streets or Roads:

- A. All streets/roads within a subdivision submitted for final plat approval shall be constructed to meet the standards and specifications for roads as approved by the Hunt County Commissioners Court in this Section. The owner/developer of a subdivision is responsible for the cost of construction for all street/roads, drainage, and other improvements within the subdivision.
- B. Testing shall be performed by a qualified engineering laboratory, and the cost of all testing shall be the responsibility of the owner/developer.
- C. The Commissioners Court may require additional entrances to a subdivision from a County Road for emergency vehicle access, and to provide for increased traffic and public safety.
- D. Street or roads shall be classified, based upon the definitions in Section III of these Regulations, during the Preliminary Plat review. The Commissioners Court shall be the final authority for interpretations of road classifications.
- E. Residential streets or roads shall have:
 - 1) a minimum right of way of sixty (60) feet;
 - 2) a minimum paved road surface of twenty-four (24) feet; and,
 - 3) a base course of not less than twenty-eight (28) feet.
- F. Collector streets or roads shall have:

Hunt County Subdivision Regulations

- 1) a minimum right of way of sixty (60) feet;
 - 2) a minimum paved road surface of road surface of twenty-six (26) feet; and,
 - 3) a base course of not less than thirty (30) feet.
- G. Main artery streets or roads shall meet the minimum requirements set forth by the Texas Department of Transportation for the level of traffic anticipated by the developer for the proposed area.
- H. Cul-de-sacs shall have:
- 1) a minimum right of way radius of sixty (60) feet;
 - 2) a minimum paved roadway surface radius of forty-five (45) feet; and,
 - 3) a minimum base course of not less than a forty-seven (47) foot radius.
- I. A cul de sac that exceeds two thousand five hundred (2,500) feet in length between the center of the turnaround and the intersection of the cul de sac with another street or road may require additional turn around space for emergency personnel as required by Commissioners Court.
- J. Alleys shall have a right of way width of not less than twelve (12) feet.
- K. A proposed subdivision that adjoins or encompasses an existing public street, that does not comply with the minimum right of way requirements of these Regulations, shall provide the dedication of additional right of way along either or both sides of said street so that the minimum right of way required by these Regulations can be established. If the proposed subdivision abuts only one side of said street, then a minimum of one-half of the required right of way shall be dedicated by such subdivision. Any trees, vegetation and/or fencing that is in the newly dedicated right of way will be removed by the developer upon right of way dedication and prior to development.
- L. All streets or roads shall either be connected at both ends to a dedicated street, or be provided with a turnaround having a minimum paved radius of forty five (45) feet, and a minimum right of way radius of sixty (60) feet as provided in Section V, 2, H of these Regulations.
- M. Streets/roads shall be designed using generally accepted engineering standards to handle a twenty-five (25) year flood within the right of way.

All excess water shall be carried off by the use of adequate storm drainage structures or ditches.

- N. Streets/roads, where practical, shall intersect at a ninety (90) degree angle. Where this is not practical, the intersection, on the side of the acute angle, shall be rounded with a curve or a cut-back, but in no case shall the curve have less than a twenty-five (25) foot radius.
- O. New streets or roads which are a continuation of an existing street or road shall be a continuation, without offset, of the existing road.
- P. Where streets or roads in an adjoining subdivision end at the property line of the new subdivision, the streets or roads of the adjoining subdivision shall be continued throughout the new subdivision. Where no adjacent connections are platted, the roads in the new subdivision shall be a reasonable projection of the streets or roads in the nearest subdivision.
- Q. Names of new streets or roads shall be reviewed for use by the Hunt County 911 Coordinator prior to the submission of the Final Plat. New streets or roads will be named to provide continuity with existing streets or roads in adjacent subdivisions that may be expected to extend to the proposed subdivision.
- R. No landscaped "islands", ornamental entrances, trees, decorative squares, or any other obstruction to traffic shall be constructed or preserved within the right of way of a street or road dedicated to the public without authorization from the Commissioners Court. If landscaping and/or irrigation is proposed within the right of way, the owner shall create an organization (homeowners association or neighborhood association) that will be responsible for the maintenance and liability of the landscaping and/or irrigation system. The organization shall have assessment authority to insure adequate funding for maintenance.

S. **Streets in subdivisions with lots less than 1.5 acres**

Residential streets shall be 25 feet in width measured back of curb to back of curb. Collector streets shall be 26 feet in width measured back of curb to back of curb.

- 1) **Subgrade** - The subgrade shall be lime stabilized with hydrated lime in the amount of 7% by weight of the subgrade to a depth of six (6) inches for the stipulated width, plus one foot behind the curbs. The commissioner shall consider other types of and percentages of lime based on geotechnical laboratory's tests, evaluations and recommendations described in engineering reports provided paid for by the developer.

- 2) **Surface** - The surface course shall be six (6) inches in thickness of 3,600 psi or greater of Portland cement concrete. (See Exhibit A – Appendix C).

T. **Streets in subdivisions with lots greater than or equal to 1.5 acres**

All streets or roads shown on the plat shall be paved at the property line, and must meet the followings specifications:

- 1) Asphalt streets/roads or Oil Sand Mix with subgrade and base:
 - A. Subgrade - The subgrade shall be lime stabilized with hydrated lime in the amount of 7% by weight of the subgrade to a depth of six (6) inches for the stipulated width, plus two feet beyond the sides of the paved surface. The commissioner shall consider other types of and percentages of lime based on geotechnical laboratory's tests, evaluations and recommendations described in certified engineering reports provided and paid for by the developer.
 - B. Subgrade levels requiring more than 8 inches of fill shall be rolled with a sheep foot roller before making the fill. The rolling shall be done on soil having optimum moisture content, and shall be rolled until the soil is compacted to ninety-five (95%) percent proctor density to a thickness of six (6) inches within 2% to 4% optimum moisture content, but not less than 2%.
 - C. Layers of twelve inch (12") thickness of loose earth material free of visible organic matter are to be placed and compacted as described hereinabove by use of a sheep foot roller until the required cross-section is obtained.
 - D. The sub-base shall be crowned to a width of twenty-six (26') feet for residential streets, twenty-eight (28) feet for collector streets, and shall be compacted and shaped to provide a hard subgrade over the entire width. The seep areas shall:
 - 1) Be marked by visual inspection by the contractor and signed for by a licensed engineer;

- 2) Be drained to a depth of at least two (2') feet below subgrade elevation by use of subsurface drainage.

After the seep areas are drained, the subgrade is to be compacted as described hereinabove.

- E. The base shall be of good quality crushed rock or road gravel, and be compacted to a depth of eight (8") inches in thickness and appropriate width for street type with ninety (90%) percent proctor density.
- F. A core test of the compacted base shall be done by the contractor at his expense. The test shall be presented to the Commissioner with precinct jurisdiction before any asphalt is applied.
- G. The wearing surface shall be hot mix or oils/sand mix.

2) Hot Mix Asphalt or Oil/Sand Mix:

- A. The prime coat or rack coat shall be placed during proper weather conditions and shall be allowed to properly cure (one day).
- B. Hot mix asphalt or oil/sand mix shall then be applied during proper weather conditions to a compacted depth of two inches. The asphalt or oil/sand mix shall be rolled to a proper density. The asphalt or oil/sand mix wearing surface shall be the appropriate width for street type and constructed of a quality approved by the Hunt County Commissioners Court.

3) Concrete:

Refer to section S subsection 1 and 2 above.

- 4) A developer may apply for an exception to the paving of local streets or roads, and the Hunt County Commissioners Court may grant an exception when the smallest lot in the subdivision is ten (10) acres or more in area, the roadway is owned by a homeowners association, and it is privately maintained.

- A. Private Roads: Private Roads cannot be included in a Subdivision without prior approval of the Commissioners Court. When a request for a Private Road is received by

the Commissioner with precinct jurisdiction, it will be presented to the Commissioners Court for their approval or disapproval.

- 1) Private roads, streets, etc. shall conform the Hunt County Subdivision Regulations; and,
 - 2) Private streets, roads, and emergency access easements shall be termed as a vehicular access way under private ownership and maintenance; and,
 - 3) Gated subdivisions (having security gates or guard stations) are considered privately owned and will be maintained without any County contribution.
- U. The developer shall state, on the Final Plat, as to each existing or proposed street or road the type of material used or to be used in the construction of said streets or roads
- V. The land owner or developer shall be required to install culverts under streets at all entrances and at drainage courses as specified by the Hunt County Commissioners Court or applicable engineering specifications. All culverts shall be made of metal with a minimum of thirty (30) feet in length at all entrances.
- W. All utilities shall be placed and stubbed out from under the street paving to the street right of way line so as not to disturb the road surface in the process of extending and connecting services to each property.
- X. The land owner or developer shall be required to contact the Commissioner with precinct jurisdiction prior to the commencement of any work in the development or addition, in order that the Hunt County Commissioners Court may approve the same or make specific recommendations as to any required alterations to the addition.
- Y. Any exceptions to these Regulations require approval from the Hunt County Commissioners Court, at its' discretion, finding good cause for such exceptions.

3. Easements:

A. Utility Easements shall:

- 1) Be a minimum of fifteen (15) feet in width along the front and rear property line, and a minimum of ten (10) feet in width along the side property line. It shall be the responsibility of the owner

Hunt County Subdivision Regulations

to insure that all utility easements are of the proper width and location to serve the utility companies.

- 2) When crossing a street or road, be buried a minimum of twenty-four (24) inches below the ditch line, or a minimum of thirty-six (36) inches below the crown of the street or road, whichever is greater.
- 3) If new streets or roads are constructed over existing petroleum pipeline crossings, the pipe shall be protected as follows:
 - A. Encased pipe shall be a minimum of three (3) feet below the deepest proposed ditch line.
 - B. Non-cased pipe (of extra wall thickness meeting federal regulations) shall be a minimum of four (4) feet below the deepest proposed ditch line.

NOTE: Hunt County will not accept roads for maintenance which contain a petroleum pipeline within the right of way, other than a crossing pipeline. Approval from the pipeline company is required for new streets/roads crossing easements.

B. Drainage Easements shall:

- 1) Be dedicated by the owner of sufficient width and location in order to maintain and construct the storm water drainage system based on the plans prepared by a registered professional engineer.
- 2) Generally be located along existing drainage channels, and equal the top width of the channel plus ten (10) feet on each side.
- 3) Where drainage crosses a street or road, the storm drainage shall be carried in pipe(s) or through bridges or culverts sized by a registered professional engineer at the developer's expense. Additional drainage easements, outside of the right of way and at culvert crossings, may be required by the Hunt County Commissioners Court for maintenance and/or protection of the County Street/Road System.

NOTE: Hunt County will not provide maintenance for drainage other than for drainage necessary for the protection of the street or road system.

4. Water Utilities:

Hunt County Subdivision Regulations

- A. In any area of the County that potable water is supplied or eligible to be supplied by a Potable Water Supplier, each subdivision shall contain and each developer shall provide, construct and install all water lines, to insure access to water for each lot unless a variance is obtained by the Hunt County Commissioners Court that the Potable Water Supplier has agreed to supply, and has the ability to supply, potable water to all lots located within the subdivision.
- B. Developers shall comply with Chapter 341 of the Texas Health Code.
- C. Where drinking water is to be supplied to a subdivision from a central system, the water quality and system design, construction, and operation shall meet the minimum criteria set forth in 25 TAC Section 337.201-337.212, and 25 TAC 337.1-337.18.
- D. Developers who proposed to supply drinking water by connecting to an existing central system must provide a written agreement with the public water supplier. The agreement must accommodate the total flow anticipated from the ultimate development and occupancy of the proposed subdivision.
- E. Transportation or conveyance of potable water by transport truck or other mobile device to supply domestic needs of the subdivision is not acceptable except on in the case of emergency.

NOTE: Absence of a water system meeting the standards of these Regulations due to the negligence of the developer does not constitute an emergency.

- F. Where water supplies are to be provided by an existing political subdivision of the state, including a city, municipal utility district, water control and improvement district, nonprofit water supply corporation, special utility district, or an existing investor-owned water supply corporation, the developer shall furnish a certificate of convenience and necessity.
- G. Before final approval, plans and specifications for the proposed water facilities system shall have been approved by all entities having jurisdiction over the proposed project.
- H. If well water is proposed to be the source of water supply for the subdivision, the final engineering report shall include a well water availability study which shall include comments regarding the long term (30 years) quantity and quality of the available well water supplies relative to the ultimate needs of the subdivision.

Hunt County Subdivision Regulations

- I. In any area not controlled by an approved rural water supplier, developer shall provide written approval from the Texas Commission on Environmental Quality (TCEQ) for the quantity and quality of water to be provided to the proposed subdivision prior to submittal of the preliminary plat.

5. Sewer Utilities:

A. Organized Collection and Treatment Systems:

- 1) Developers who propose to dispose of wastewater by connecting to an existing permitted facility shall accommodate the total flow anticipated from the ultimate development and occupancy of the proposed subdivision for a minimum of thirty (30) years. Engineering plans for the proposed wastewater collection lines shall be approved by the TCEQ prior to construction.
- 2) Where wastewater treatment capacity is to be provided by a political subdivision of the State, including a city, municipal utility district, water control and improvement district, nonprofit water supply corporation, or an existing investor-owned water supply corporation, the developer shall furnish evidence of a contractual agreement between the developer and the governing board of the entity or owner of the utility to the effect that necessary arrangements have been made by the developer and the entity for the provision of sufficient wastewater treatment capacity to serve the ultimate occupancy needs of the subdivision for a term of not less than thirty (30) years. Before Final Plat approval, an appropriate permit shall be obtained from the TCEQ, and plans and specifications for the proposed wastewater collection and treatment facilities shall be approved by all entities having jurisdiction over the proposed subdivision.
- 3) Where there is no existing entity or owner to construct or maintain the proposed wastewater treatment and collection facilities, the developer shall establish an investor-owned utility by obtaining a Certificate of Convenience and Necessity from the TCEQ. Before Final Plat approval, a wastewater treatment permit authorizing the treatment of the wastewater for the ultimate occupancy needs of the subdivision shall be obtained from the TCEQ, and plans and specifications for the proposed wastewater collection and treatment facilities shall have been approved by all entities having jurisdiction over the proposed subdivision.

B. Individual On-site Sewage Facilities:

Hunt County Subdivision Regulations

- 1) Subdivisions served by on-site sewage facilities shall provide for individual lots have a surface area not less than one (1) acre. The one acre must be usable land.
 - 2) On-site sewage facilities not required to obtain a wastewater permit through the TCEQ shall apply for permit through the representative designated by Hunt County.
 - 3) On-site sewage plans must be submitted an approved prior to installation of the system.
 - 4) The following items must be addressed and/or performed prior to the approval of the Final Plat:
 - a. Development Plan – should state the overall reason for the subdivision. (i.e. being developed for commercial, residential, RV parking, mobile homes, etc.);
 - b. Topographic Map;
 - c. 100-Year Flood Zone;
 - d. Soil Survey;
 - e. Location of water wells in the development, or within 150 feet of the development;
 - f. Location of all easements;
 - g. Comprehensive drainage plan; and
 - h. Detailed description of all types of sewage facilities suitable for the soil conditions and restrictions of the proposed development as provided by a registered sanitarian or professional engineer.
6. Lots:
- A. The minimum lot size for subdivision of single family dwellings utilizing individual on-site sewage facilities shall be one (1) acre.
 - B. Building setback lines be fifty (50) feet from the edge of the right of way along all state or federal roads and highways. The building setback lines

Hunt County Subdivision Regulations

from all other streets and roads shall be twenty-five (25) feet. Building setback lines shall be shown on the Preliminary and Final Plats.

C. Lots shall have minimum road frontage as indicated by the following:

Lot Size	Minimum Frontage *
Less than one (1) acre or in cul-de-sac	80 feet
One (1) to two (2) acres	150 feet
Greater than or equal to two (2) acres but less than five (5) acres	200 feet
Greater than or equal to five (5) acres	275 feet

* Minimum cord length along a curve, and minimum frontage in cul-de-sacs shall be measured at the building line.

- E. All lots shall abut and have direct access to a County street or road, or abut and have direct access to a private or public road that has been constructed to the current construction standards of these Regulations, and which has the required dedicated right of way.
- F. Panhandle or flag-shaped lots shall generally be prohibited, except if approved by the Commissioners' Court as consistent with the intent and spirit of these regulations. The Precinct Commissioner shall advise the Commissioners' Court if a proposed lot constitutes a panhandle or flag-shaped lot as defined herein, and the Commissioners' Court shall evaluate any problems related to inadequate road and driveway access, shoulder maintenance, drainage maintenance, addressing, delivery of emergency services, school bus routing, the preservation of adequate sight distance for public safety, and any other relevant factors that may affect surrounding property owners or the public at large in making its final determination as part of the Subdivision process. None of the considerations herein shall be construed as vesting any right to the creation of panhandle or flag-shaped lots as part of the Subdivision process.

7. Floodplains:

- A. Subdivisions that are located in a flood zone as shown on the current Flood Insurance Rate Map (FIRM) for Hunt County will comply with this section. Subdivisions containing a floodway may be subject to encroachment review, and required to submit an encroachment certification by a licensed engineer. The developer shall be responsible for the costs of any engineering studies and certifications necessary to determine the impact of improvements on flood flows downstream, and flood heights upstream and adjacent to the subdivision.

Hunt County Subdivision Regulations

- B. All subdivision submittals shall comply with the current Floodplain Management Regulations adopted by the Hunt County Commissioners Court.
- C. The finished floor elevation for each lot located in the floodplain shall be shown on the plat, and the boundaries of the floodplain shall be delineated. The finished floor elevation shall be no less than two (2) feet above the Base Flood Elevation (BFE) for each lot located in the floodplain.
- D. The Preliminary and Final plat shall have a notation stating: "A floodplain development permit is required from Hunt County prior to any construction in the floodplain".
- E. Permanent type bench marks shall be set in appropriate locations with the description and elevation shown on the plat.
 - 1) In addition, all subdivisions located within, or abutting, any area designated as ZONE A on the current Flood Insurance Rate Map ("FIRM") for Hunt County shall provide with the Final Plat a detailed base flood elevation study for the subdivision at the sole cost of the developer.

NOTE: Hunt County is not responsible for the provision and maintenance of drainage to reduce flood damage on individual private lots.

SECTION VII
Variances

1. Variance may be authorized by the Hunt County Commissioners Court when evidence shows that undue hardship will result from requiring strict compliance. In granting variances, the Commissioners Courts shall prescribe only conditions that it deems necessary or desirable for the public interest. In making their findings, the Commissioners Court shall take the following into account:
 - A. The nature of the proposed use of the land involved;
 - B. Existing uses of land in the vicinity of the proposed subdivision;
 - C. The number of persons who will reside or work in the proposed subdivision; and,
 - D. The probable effect of such variance upon traffic conditions, drainage, public health, and the safety of the existing and future residents.
2. No variance shall be granted unless the Hunt County Commissioners Court determines, from a written request:
 - A. That there are special circumstances or conditions affecting the land involved such that the strict application of the provisions of these Regulations would deprive the applicant of the reasonable use of the land; and,
 - B. That the variance is necessary for the protection and enjoyment of a substantial property right of the applicant; and,
 - C. That the granting of the variance will not be detrimental to the public health or safety or injurious to other property in the area; and,
 - D. That the granting of the variance will not have the effect of preventing orderly division of other land in the area in accordance with these Regulations.
3. Such findings of the Hunt County Commissioners Court, together with the special facts upon which the findings are based, shall be incorporated into the official minutes of the meeting at which the variance is granted. Variances may be granted only when in harmony with the general purpose and intent of these Regulations, and when they serve to secure the public health and safety.

NOTE: Financial hardship to a developer, standing alone, shall not constitute undue hardship.

SECTION VIII
Exceptions to Platting

Pursuant to the Texas Local Government Code, the following exceptions to subdivision of land and filing of a plat are effective:

1. Lot Size:

A. A plat is NOT required if:

- 1) all of the daughter tracts are more than ten (10) acres in area; and,
- 2) the owner does not lay out on the parent tract any streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts.

2. Family Grants:

A. A plat is NOT required if the owner of a tract divides the tract and:

- 1) the owner does not lay out a part of the tract for streets, alleys, squares, parks, or other parts intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts; and,
- 2) each of the lots is to be sold, given, or otherwise transferred to an individual who is related to the owner within the third degree by consanguinity or affinity.

NOTE: If any lot is sold, given, or otherwise transferred to an individual who is not related to the owner of the parent tract within the third degree by consanguinity or affinity, the platting requirements of these Regulations apply. Consanguinity and affinity are determined in accordance with Texas Government Code Chapter 573. In general, the term third degree of consanguinity refers to parents, children, brothers, sisters, grandparents, grandchildren, great-grandparents, great-grandchildren, aunts who are sisters of a parent of the owner, uncles who are brothers to a parent of the owner, nephews or nieces who are children of a brother or sister of a parent of the owner. In general, the third degree of affinity includes the owner's spouse, any person related to the owner's spouse in the third degree of consanguinity, and the spouse of any person related to the owner within the third degree of consanguinity.

Hunt County Subdivision Regulations

3. Phased Subdivisions:

A. A plat is NOT required of an owner who divides a tract into two or more parts if:

- 1) one daughter tract is to be retained by the owner and the other daughter tract is to be transferred to another person who will further subdivide that tract subject to the plat approval requirements of these Regulations and the Texas Local Government Code; and,
- 2) the owner does not lay out any streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts.

4. Agricultural Use:

A. A plat is NOT required of a landowner who divides a tract into two or more parts if:

- 1) the owner does not lay out a part of the tract for streets, alleys, squares, parks, or other parts intended to be dedicated to public use, or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts; and,
- 2) every daughter tract is to be used primarily for agricultural use, as defined by Section 1(d), Article VIII of the Texas Constitution, or for farm, ranch, wildlife management, or timber production use within the meaning of Section 1(d)(1), Article VIII of the Texas Constitution.

NOTE: If any daughter tract ceases to be used primarily for agricultural use or for farm, ranch, wildlife management, or timber production use, the platting requirements of these Regulations shall be applicable.

5. Veterans Purchase:

A. A plat is NOT required if all of the lots are sold to veteran's through the Veteran's Land Board program, and the owner of the parent tract does not lay out any streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use, or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts.

6. Government Land:

A. A plat is NOT required for the subdivision of a tract of land belonging to the State or any State agency, board, commission, owned by a Permanent School Fund, or

Hunt County Subdivision Regulations

any other dedicated funds of the State unless the subdivision lays out any streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts.

7. Sale of Government Land in a Floodplain:

A. A plat is NOT required if:

- 1) the owner is a political subdivision of the State of Texas; and,
- 2) the land is located in a floodplain; and,
- 3) the land is sold to adjoining landowners.

8. Partition Among Original Owners:

A. A plat is NOT required for the division of a tract if:

- 1) all parts are transferred to persons who owned an individual interest in the original tract, and a plat is filed before any further development of any part of the tract; and,
- 2) the owner does not lay out any streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts.

NOTE: The exceptions listed in this Section do not apply if new streets/roads are to be constructed in order to provide a daughter tract with access frontage on a public or private road, or if access easements are provided for the use of tract owners adjacent to such easements. An owner who claims an exception to platting may be required to submit documentation to the County to verify he or she is complying with the qualifications of the exception. The documentation may include an affidavit claiming the exception to platting and including a detailed basis for the exception, under penalties of perjury, and copies of deeds or other instruments creating the daughter tracts.

SECTION IX
Conflicts of Interest

1. If a member of the Commissioners' Court of Hunt County has a substantial interest in a subdivided tract, the member shall file, before a vote or decision regarding the approval of a plat for the tract, an affidavit stating the nature and extent of the interest, and shall abstain from further participation in the matter. The affidavit must be filed with the County Clerk.
2. A member of the Commissioners' Court of Hunt County commits an offense if the member violates Section VIII (1) above. An offense under this subsection is a Class A misdemeanor.
3. The finding by a Court of a violation of this Section does not render voidable an action of the Commissioners' Court unless the measure would not have passed the Commissioners' Court without the vote of the member who violated this Section.
4. In this Section, "subdivided tract" means a tract of land, as a whole, that is subdivided. The term does not mean an individual lot in a subdivided tract of land.
5. A person has a substantial interest in a subdivided tract if the person:
 - A. has an equitable or legal ownership interest in the tract with a fair market value of \$2500 or more;
 - B. acts as a developer of the tract;
 - C. owns ten (10%) percent or more of the voting stock or shares of, or owns either ten (10%) percent or more, or \$5000 or more of the fair market value of a business entity that:
 - 1) has an equitable or legal ownership interest in the tract with a fair market value of \$2500 or more; or
 - 2) acts as a developer of the tract; or
 - 3) receives, in one calendar year, funds from a business entity described by Section VIII 5(C) that exceed ten (10%) percent of the person's gross income for the previous year.
 - D. A person is also considered to have a substantial interest in a subdivided tract if the person is related in the first degree by consanguinity or affinity to another person, who, under this Section, has a substantial interest in the tract.

SECTION X
Severability Clause

If any word, phrase, clause, sentence, section, provision, or part of these Subdivision Regulations should be held invalid or unconstitutional, it shall not affect the validity of the remaining portions, and it is hereby declared to be the intent of the Hunt County Commissioners Court that these Regulations would have been adopted as to the remaining portions, regardless of the invalidity of any part.

SECTION XI
Enforcement/Penal Provisions

1. The Commissioners Court of Hunt County shall have the authority to refuse to approve or authorize any map or plat of any such subdivision, unless such map or plat meets the requirements as set forth in these Regulations.
2. At the request of the Commissioners Court of Hunt County, the County Attorney or other prosecuting attorney representing the County, may file an action in a court of competent jurisdiction to:
 - A. Enjoin the violation, or threatened violation, of a requirement established by or adopted under these Regulations;
 - B. Recover damages in an amount adequate for the County to undertake any construction or other activity necessary to bring about compliance with a requirement established by or adopted under these Regulations;
 - C. A person commits an offense if the person knowingly or intentionally violates a requirement established by or adopted under this Act by the Commissioners Court.
3. Oversight. The owner, by submitting a plat, acknowledges the authority of the County and State agencies to lawfully enter and inspect property for purposes of execution of their statutory duties. Such inspection will not release the owner from any obligation to comply with the requirements of these rules. Any such inspection or review will not subject the County or the State of Texas to any action for damage.
4. Civil Penalty. A person who violates a rule adopted by a County pursuant to Section 16.343 of the Texas Water Code is subject to a civil penalty of not less than \$50 nor more than \$100 for each violation, and for each day of a continuing violation not to exceed \$5000 per day.
5. Criminal Penalty. A person commits an offense if the person knowingly or intentionally violates a rule adopted by a County pursuant to Section 16.343 of the Texas Water Code. An offense under this Section is a Class B misdemeanor. An offense under Section VIII is a Class A misdemeanor.
6. Injunction. In addition to other remedies, the Attorney General, the County or District Attorney of the County in which the violation occurred, or other local officials are authorized to apply to the District Court for, and the Court at its' discretion may grant the State or political subdivision without bond or other undertaking, any injunction that the facts may warrant including a temporary restraining order, temporary injunction after notice and hearing, and permanent injunctions enjoining a violation of these Regulations.

Hunt County Subdivision Regulations

7. Attorney General Action. The Attorney General may take any action necessary to enforce a requirement imposed by or under Section 232.0035 or 232.0036 of the Texas Local Government Code, or to ensure that the water and sewer service facilities are constructed or installed to service a subdivision in compliance with the model rules adopted under Section 16.343 of the Texas Water Code.
 - A. Civil Penalty. A person who violates Section 232.0035 or 232.0036 of the Texas Local Government Code, or fails to timely provide for the construction or installation of water or sewer service facilities that the person described on the plat or on the documents attached to the plat, as required by Section 232.0035, is subject to a civil penalty of not less than \$500 nor more than \$1000 plus court costs and attorney's fees for the attorney bringing this action.
 - B. Offense. An offense under this Section is a Class B Misdemeanor.
8. Permitting for On-Site Sewage Facility or Septic System on Illegally-Subdivided Parcel.
 - A. No official or employee of the County may issue a permit for an On-Site Sewage Facility ("OSSF") or septic system on any parcel that has been subdivided without meeting the requirements of the Hunt County Subdivision Regulations ("Illegally Subdivided Parcel") as adopted in 1999, 2009 or 2016. If the owner or agent in control of such an Illegally Subdivided Parcel desires to obtain an OSSF or septic system permit, they must first comply with the requirements of the Hunt County Subdivision Regulations.
 - B. The purpose of this subsection is to promote the health, safety and general welfare of the county and the safe, orderly, and healthful development of the unincorporated area of the county, pursuant to the County's authority under Texas Local Government Code Section 232.001.
 - C. Nothing in this subsection is intended to create more stringent standards for OSSF or septic systems than those adopted included in Title 30 Texas Administrative Code Chapter 285. The standards for OSSF or septic systems are subject to state law, including Title 30 Texas Administrative Code, Chapter 285, and Texas Health and Safety Code, Chapter 366, Section 366.032, and other applicable laws and regulations of the State of Texas, and Hunt County, including the resolution adopted by Hunt County to become an authorized agent of the TCEQ pursuant to Title 30 Texas Administrative Code Section 285.10.

APPENDIX A

Hunt County Plat Fee Schedule

Pursuant to Section 232.0021 of the Texas Local Government Code, the following review fees are required:

Preliminary Plat*	\$300, plus \$15 per lot
Final Plat**	\$300, plus \$30 per lot
Replat w/o Revised Construction Plans**	\$250
Replat w/ Revised Construction Plans**	\$250, plus \$10 per lot
Variance Request	\$100 per request
Release of Easement	\$100
Cancellation**	\$250
Amended or Revised Plat**	\$100

*Plats submitted as a short form submittal will be assessed the Preliminary Plat Fee.

** Fees for these items shall ALSO include all costs incurred by the County for required Certified Mailings and newspaper publications.

Copy of Subdivision Rules and Regulations \$10.00/copy

APPENDIX B

Plat Notes for County Officials

County Judge's Approval

STATE OF TEXAS

KNOW ALL MEN BY THESE PARENTS:

COUNTY OF HUNT

I, (CURRENT COUNTY JUDGE), County Judge of Hunt County, Texas, do hereby certify that this final plat, with field notes hereon, having been fully presented to the Commissioner Court of Hunt County, Texas, and by the said Court duly considered, was on this day approved and the plat is authorized to be registered and recorded in the proper records of the County Clerk of Hunt County, Texas.

(Current County Judge)
County Judge, Hunt County, Texas

Date

County Clerk's Approval

Certificate of Compliance

The undersigned, the County Clerk of Hunt County, Texas, does hereby certify that on the ____ day of _____, 20 __, the Hunt County Commissioners Court, by appropriate minute order, did find that this final plat is in compliance with applicable State and County subdivision regulations, and did approve the same for filing in the plat records of Hunt County, Texas.

Certified this ____ day _____, 20 __.

County Clerk
Hunt County, Texas

Acceptance of Dedication of Any Public Ways

Certificate of Acceptance of Dedication

The undersigned, the County Clerk of Hunt County, Texas, does hereby certify that on the _____ day of _____, 20____, all the owners of real property described above did execute and deliver unto the Hunt County Commissioners Court their dedication of all streets, alleys, parks, easements, and other public areas to the public, a copy of which is affixed to the face of this plat; and the Hunt County Commissioners Court did, by appropriate minute order, accept the dedication of all streets, alleys, parks, easements, and other public areas on behalf of the public.

Certified this ____ day of _____, 20 ____.

County Clerk
Hunt County, Texas

Dedication Statement for Privately Maintained Roads

The undersigned owner of the above described property states and acknowledges that the _____ foot wide strip of land is designated as a private access easement for the benefit of adjoining landowners only, and that the road on said easement is a private road and not a public, nor a County, road of which all buyers and transferees of adjoining property are hereby notified and shall take notice.

Witnessed my hand on this _____ day of _____, 20 ____.

Owner

Attest: _____, County Clerk

APPENDIX C

