

CERTIFICATE OF PARTICIPATION

The Texas A&M AgriLife Extension Service

Awards This Certificate To

Phillip Martin

For Successfully Completing 6 Hours of Educational Training

During the

District 4 County Judges and Commissioners Conference

December 1, 2016
Mount Pleasant, Texas

TEXAS A&M
AGRILIFE
EXTENSION

JENNIFER LINDENZWIEG
County Clerk, Hunt County, TX
Jennifer Lindenzweig

FILED FOR RECORD
at 12:32 of clock 9 M
FEB 28 2017

14,524(2)

Douglas C. Steele
Douglas Steele, Director

Hurley Miller
Hurley Miller, District Extension Administrator



Account Executive: Redrick Johnson
 Phone: 972-630-5056 ext:
 Cell Phone: 214-406-7906
 Fax: 469-464-4022
 Email: redrick.johnson@charter.com

14, 524(3)

Spectrum Customer Service Order

Order # 8546494

Customer Information: Customer Code		
Business Name	Hunt County Tax Office	Customer Type:
Federal Tax ID	Tax Exempt Status	Tax Exempt Certificate #
*****1017	Federal/State/Local	
Billing Address		
Attention To:		Account Number
2500 STONEWALL ST STE 101 101 GREENVILLE TX 75401		
Billing Contact	Billing Contact Phone	Billing Contact Email Address
Stacy Sehl	(903) 408-4102	ssehl@huntcounty.net
Authorized Contact	Authorized Contact Phone	Authorized Contact Email Address
Stacy Sehl	(903) 408-4102	ssehl@huntcounty.net
Technical Contact	Technical Contact Phone	Technical Contact Email Address

FILED FOR RECORD
 at 12:30 o'clock P M
 FEB 28 2017
 JENNIFER LINDENZWEIG
 County Clerk, Hunt County, TX
 By [Signature]

Fiber Internet and Ethernet Service Order Information For 2500 Stonewall St 101 Greenville TX 75401			
Site Name	Address Location	Location Type	Bandwidth
	2500 Stonewall St Greenville, TX 75401		

Current Services and Monthly charges At 2500 Stonewall St Unit 101, Greenville TX 75401			
Description	Quantity	Sales Price	Monthly Recurring Total
Pri Order	1	\$0.00	\$0.00
Bc Trk Tns	7	\$0.00	\$0.00
Trunk E911	22	\$0.00	\$0.00
5 Static IP	1	\$0.00	\$0.00
Comml Acct	1	\$0.00	\$0.00
DO NOT PRINT	1	\$0.00	\$0.00
Trunk-MAIN NUMBER	1	\$0.00	\$0.00
DID BLOCK 20 NUMBERS	3	\$3.00	\$9.00
LD 3,000 FREE MINUTES	1	\$0.00	\$0.00
PRloFiber Alcatel Tags	1	\$0.00	\$0.00
BC PRI TRUNK SINGLE 3 YR	1	\$375.00	\$375.00
*Total			\$384.00

*Prices do not include taxes and fees.

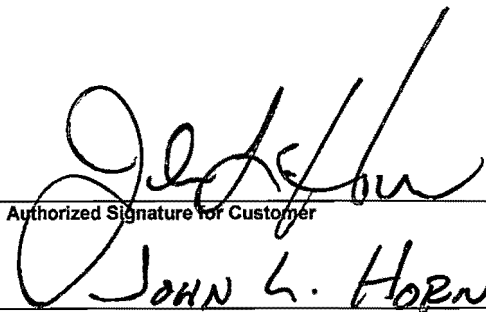
New and Revised Services and Monthly Charges At 2500 Stonewall St Unit 101, Greenville TX 75401				
Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
FIBER INTERNET 25-Mbps	1	\$380.00	\$380.00	48 Months
*Total			\$380.00	

*Prices do not include taxes and fees.

Special Terms

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.



Authorized Signature for Customer

JOHN L. HORN - HUNT COUNTY JUDGE

Printed Name and Title

2-28-2017

Date Signed



Communications Solution Proposal

For Hunt County Tax Office

Prepared by:

Redrick Johnson

SAM - Strategic AM Gov/Ed

Phone: 972-630-5056

Cell: 214-406-7906

Email: redrick.johnson@charter.com

The terms of this proposal are confidential and should not be disclosed directly or indirectly to any third party, except as may be required by law. If you and/or your agents or representative make any unauthorized disclosure, Charter shall be entitled to revoke this proposal, terminate any associated agreement without liability and to seek damages and/or injunctive relief arising from such unauthorized disclosure. This proposal is an estimate for discussion purposes only and is not intended to give rise to binding obligations for either party.

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Proposed Pricing

Proposal#: 8546494

Proposed Pricing Good Until: 3/8/2017 12:00:00 AM

Account Executive: Redrick Johnson

Telephone: 972-630-5056

Ext:

Fax: 469-464-4022

Email: redrick.johnson@charter.com

Customer Information:

Authorized Contact:

Contact Phone:

Contact Fax:

Stacy Sehl

(903) 408-4102

New and Revised Services and Monthly Charges At: 2500 Stonewall St Unit 101, Greenville TX 75401

Product	Quantity	Sales Price	Contract Term	Bandwidth	Monthly Price
FIBER INTERNET 25-Mbps	1	\$380.00	48 Months		\$380.00
Monthly Total:*					\$380.00

*Prices do not include taxes, surcharges, and/or fees

*Prices quoted are subject to change. Applicable taxes, surcharges, and/or fees are not included in the quoted price. Additional Terms and Conditions may apply.

Product Descriptions

Fiber Internet Access (FIA)

Spectrum Enterprise Fiber Internet Access offers dedicated Internet connectivity, leveraging the fiber distribution network that supplies service to millions of other Spectrum Enterprise customers. With the principal product focus on secure, high-bandwidth solutions, this service provides robust point-to-point fiber-based Internet connectivity.

FEATURES	BENEFITS
Tiered Service Levels	Customized speed configurations to meet your business needs.
Scalable Service Levels	Scalable service from 25Mbps to 10Gbps symmetric transmission speeds can be customized as business needs change.
Service Level Agreements	Industry-leading Service Level Agreements (SLAs) are available.
Fiber-based	A fast, reliable, high-bandwidth, symmetrical, and dedicated Internet access link over Spectrum fiber.



Lakes Regional Community Center

Administrative Offices PO Box 747 Terrell, Texas 75160 (972)388-2000 www.lakesregional.com

John P. Delaney Executive Director
David Stewart, M.D. Chairman of the Board

14,525

February 08, 2017

The Honorable John L. Horn
Hunt County Judge
2507 Lee Street
Greenville, Texas 75403-1097

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

FEB 28 2017

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

Dear Judge Horn:

In March of 2017 the term of office for Tom Brown, Lakes Regional Community Center's Hunt County Board member will expire. As a result, you and the Commissioners' Court will need to either re-appoint your current Board of Trustee member, Tom Brown or appoint a new member.

According to the Bylaws, the Commissioners' Court in which the appointment will be made, the county will post notice of such vacancy in the courthouse and will post a brief notice in the legal notice section of the local newspaper in whatever format your county uses for notices such as these. Applicants can apply either verbally or in writing. There is no application form. The county judge reviews all applications prior to the Commissioners' Court in which the appointment will be made and then recommends to the Court one applicant.

Alternatively, the Commissioner's Court may choose to re-appoint the current appointee to another two year term. We have spoken with Mr. Brown and he indicated he would like to continue on the Board. It is our hope that he will be reappointed to serve another term. Continuity on a board as good as ours is important and Mr. Brown has had a positive impact on our Board to promote increased services for the individuals we serve in Hunt County.

Thank you and the Commissioners for your support and help. If you have any questions, please do not hesitate to call me at 972-524-4159, extension 1150 or at 972-948-5173 (cell).


Sincerely yours,

John Delaney
Executive Director

Enc: Center Board Bylaws

Xc: Board Member

Serving 12 Northeast Texas Counties
Camp, Delta, Ellis, Franklin, Hopkins, Hunt, Kaufman, Lamar, Morris, Navarro, Rockwall and Titus



**Bylaws of
Lakes Regional MHMR Center
Board of Trustees**

**ARTICLE I
Center Name**

The name of the community center shall be Lakes Regional Mental Health and Mental Retardation Center; hereinafter referred to as LRMHMRC.

**ARTICLE II
Principle Office**

The place in which the principle office of the organization is to be located is to be in the city of Terrell, Kaufman County, Texas.

**ARTICLE III
Primary Purpose**

The purposes of LRMHMRC are those purposes expressed in Article 5547-201, Section 101 (a) of the Texas Revised Civil Statutes Annotated (1965), as amended. LRMHMRC also operates under the expressed purposes delineated by the Texas House Bill # 3. Further purposes of LRMHMRC are:

- A. To ensure the provision of a comprehensive and coordinated service system which makes available a full range of mental health and mental retardation services to residents of the twelve (12) county service area who meet the priority population definitions as determined by the Texas Department of State Health Services (DSHS) and Department of Aging and Disability Services (DADS). LRMHMRC may also serve persons who have a dual-diagnosis of mental health or mental retardation and chemical dependency.
- B. To serve as a clearinghouse for gathering and disseminating information regarding mental health and mental retardation, thereby developing a better understanding by the public.
- C. To further recruitment, training and education of personnel for work in the field of mental health and mental retardation.
- D. To cooperate with and enlist the support of public, private, and professional groups and agencies, local, state and federal, in the furtherance of these objectives.
- E. To exercise all powers and duties authorized by the Mental Health and Mental Retardation Act of Texas (the ACT).

**ARTICLE IV
Organizational Structure & Authority
Eligibility, Appointment, Conduct, Removal**

The Commissioners' Courts of Camp, Delta, Ellis, Franklin, Hopkins, Hunt, Kaufman, Lamar, Morris, Navarro Rockwall, and Titus counties for the purpose of operating a Community Mental Health Mental Retardation Center will appoint LRMHMRC Board of Trustees. LRMHMRC will be an agency of the State, a governmental unit and a unit of local government as defined and specified by Chapters 101 and 102, Civil Practice and Remedy Code and a local government as defined by Section 3, the Inter-local Cooperation Act {Article 4413(32c), Vernon's Texas Civil Statutes}.

JAN 11

The Board of Trustees shall be composed of twelve (12) members. The Commissioners' Courts of Camp, Delta, Ellis, Franklin, Hopkins, Hunt, Kaufman, Lamar, Morris, Navarro, Rockwall and Titus counties will each appoint one member to the Board of Trustees.

Eligibility

A member must:

- Be a qualified voter in the county of appointment
- Have a primary residence in the county of appointment

Validation of eligibility is the responsibility of the appointing entity.

Term

Charter Board - The Charter Board will be composed of nine (9) individuals, one from each Commissioner's Court. The Board of Trustees will designate four (4) of the members to serve a one (1) year term and five (5) to serve a two (2) year term by a random selection process.

Subsequent Boards - Appointments made to the Board of Trustees will be for a period of two (2) years, except that appointments made to fill unexpired terms will be for the remainder of the unexpired term. A Board Member may be re-appointed to the Board for an unlimited number of terms.

Notice of Vacancies

At least one (1) month prior to the meeting of the Commissioners Courts, at which the Board of Trustees members will be elected, each sponsoring entity will post notice of such vacancy in the courthouse and will post a brief notice in the legal notice section of a local newspaper. Eligibility requirements will be included in the notice.

Application

Any eligible individual may make application for Board of Trustees membership to the County Judge. Applications may be verbal or written. The Receiving County Judge will maintain documentation of all applications for one (1) year. The County Judge will consider all applications before the Board of Trustees appointments are made.

Appointment

1. The County Judge in each county will review all applications for membership in the Board of Trustees and select the applicant to be recommended to the Commissioners Court for appointment.
2. Applicants recommended for appointment from each county will be presented to the respective County Commissioners Court by the County Judge for approval or disapproval by the Commissioners Court.
3. Each Commissioners Court will approve or disapprove each recommended applicant by simple majority vote.
4. In the event of disapproval, the County Judge will make another recommendation to the Commissioners Court for approval or disapproval. This process will continue or iterate until approval of an applicant is obtained.

5. Following approval, the County Judge will notify the appointed individual with a letter of appointment, which includes the following:
 - a. The effective date of the appointment
 - b. A general description of duties; and,
 - c. A description of training requirements

Re-Appointment

Board members may be re-appointed. A person appointed to the Board of Trustees may serve unlimited terms of office.

Training

At the time of appointment, each Board of Trustees member will be given written notice of training requirements and must agree to meet such requirements.

1. Each year, all members will attend four (4) hours of training provided by professional staff members of the LRMHMRC. Such training will include a module presented by the Center's legal counsel.
2. Prior to assuming office, each Board member will attend a four (4) hour training session provided by the Center's professional staff, which includes information relating to the following:
 - a. The enabling legislation that created LRMHMRC;
 - b. The programs that LRMHMRC operates;
 - c. LRMHMRC's budget for that fiscal year;
 - d. The results of the most recent formal audit of LRMHMRC;
 - e. The requirements of the Open Meetings Law, *Chapter 271, Acts of the 60th Legislature, Regular Session, 1967 (Article 6252-17, Vernon's Texas Civil Statutes)* and the Open Records Law, *Chapter 424, Acts of the 63rd Legislature, Regular Session, 1973 (Article 6252-17a, Vernon's Texas Civil Statutes)*;
 - f. The requirements of conflict-of-interest laws and other laws relating to public officials; and,
 - g. Any ethics policies adopted by the LRMHMRC.

This training must be completed between the date of notification of appointment and the effective date of the appointment.

Ineligibility

Notwithstanding eligibility gained by meeting criteria in the section above, titled "Eligibility," an individual becomes ineligible for Board of Trustees membership if he/she or any person related to a prospective member within the second degree of affinity, third degree of consanguinity or an immediate in-law:

1. Owns or controls, directly or indirectly, more than a 10% interest in a business entity or other organization receiving funds from the LRMHMRC by contract or other method.

2. Uses or receives a substantial amount of tangible goods or funds from LRMHMRC, other than:
 - a. Compensation or reimbursement authorized by law for Board of Trustees membership, attendance or expenses relevant to meetings, training sessions, conferences and other Board activities and service to the LRMHMRC;
 - b. As a consumer or as a family member of a consumer receiving services from the LRMHMRC.

Prohibited Activities

Members of the Board of Trustees may not:

1. Refer for services a client or patient to a business entity owned or controlled by a member of the Board of Trustees, unless the business entity is the only business that provides the needed services within the jurisdiction of the LRMHMRC.
2. Use a LRMHMRC facility in the conduct of a business entity owned or controlled by that member.
3. Solicit, accept or agree to accept from another person or business entity a benefit in return for the members' decision, opinion, recommendation, vote or other exercise of discretion as a local public official or for a violation of a duty imposed by law.
4. Receive any benefit for the referral of a client or patient to the LRMHMRC or to another business entity.
5. Appoint, vote for or confirm the appointment of a person to a paid office or position with the LRMHMRC if the person is related to a member of the Board of Trustees by affinity within the second degree or by consanguinity within the third degree.
6. Solicit or receive a political contribution from a supplier or contractor with the LRMHMRC.

ARTICLE V **Internal Organization**

Individuals appointed to the Board of Trustees become local government officials by virtue of such appointment and, as such, are subject to requirements of Chapter 171, Local Government Code (i.e., regulations prohibiting conflicts of interest).

Meetings

1. The Board of Trustees will hold a minimum of ten (10) regular meetings per each calendar year on dates and at locations determined by the Board of Trustees at the beginning of the fiscal year.
2. The Board of Trustees will have special meetings as called by the Chairperson.
3. All meetings of the Board of Trustees will be open to the public to the extent required by and in accordance with the general law of these State requiring meetings of governmental bodies to be open to the public. The Chairperson shall post an agenda in a public place at least seventy-two (72) hours prior to the meeting. Any member of the Board of Trustees may place items on the agenda by requesting that the Chairperson place it on the agenda.

4. A simple majority of the membership of the Board of Trustees shall constitute a quorum for the transaction of business. Seven (7) members constitute a majority of the Board of Trustees. In the event of a prolonged vacancy on the Board of Trustees, the majority quorum will be adjusted and reduced by the number of vacancies; ie, one (1) vacancy equals a quorum of six (6) members; two (2) vacancies would equal a quorum of five (5) members.
5. Matters before the Board of Trustees will be decided by a simple majority vote of a quorum. Changes to the Board's established procedures require 2/3 majority vote of Board members present.
6. The Secretary will keep a record of the Board of Trustees proceedings in accordance with the general law of this State that requires meetings of governmental bodies to be open to the public and the record is open to inspection by the public in accordance with that law.
7. The Board of Trustees will approve written minutes of each meeting and sign the document.
8. The Secretary of the Board of Trustees will sign the written minutes of each meeting and the Recorder will distribute copies of the approved minutes to the Contract Manager of DSHS and DADS and each of the twelve (12) county judges via U.S. Postal Service.

Required Representation

In order to reflect the ethnic diversity of our service area and to assure consumer input, the Charter Board of Trustees and each successive Board of Trustees shall include one or more consumers of services or family members and shall attempt to include two or more members of an ethnic minority. In order to assure appointing the most qualified individual to those positions, the County Judges will mutually agree upon which sponsoring entity will appoint the required members.

Removal from the Board of Trustees

1. Grounds for removal from the Board of Trustees are as follows:
 - a. Violation of Chapter 171, Local Government Code (Regulations of Conflicts of Interest of Officers of Municipalities, Counties and Certain Other Local Governments).
 - b. Ineligibility for Board of Trustees appointment at the time of appointment as defined by the section above titled "Eligibility."
 - c. Failure to maintain eligibility requirements as defined by the section above titled "Eligibility."
 - d. Engaging in a prohibited activity as defined in the section above titled "Prohibited Activities."
 - e. Violation of personnel guidelines as defined by statute and contained within the personnel guidelines of LRMHMRC.
 - f. Failure to maintain an acceptable standard of attendance at meetings, demeanor and contribution to the obligations of the Board of Trustees, as determined by a majority of the Board of Trustees.
 - (1) If a Board member is absent for four (4) consecutive meetings, however, the Board Chair will contact that member to determine the circumstances affecting their attendance and their intentions for continued involvement with the Center. If the member is unresponsive, the Chair will contact the appropriate County Judge for further assistance in taking appropriate corrective action.

g. Failure to execute the affidavit as specified in the section below titled "Affidavit."

2. Procedure for removal from the Board of Trustees is as follows:

- a. Allegations of Board of Trustees members' misconduct unsuitability or ineligibility will be accepted by the Chair, unless the Chair is the object of the allegation. In such case, the Vice-Chair will accept the allegation.
- b. The Chair will appoint a three-(3) member subcommittee to investigate the allegations, unless the Chair is the object of the allegation. In such case, the Vice-Chair will appoint the subcommittee.
- c. The subcommittee will report its findings to the Board of Trustees in closed session within forty-five (45) days.
- d. Following the report, the Chair will request a motion as regards to the response of the Board of Trustees to the report, unless the Chair is the object of the report. In that case, the Vice-Chair will request the motion.
- e. In the event a majority of a quorum of the Board of Trustees votes to recommend removal of the member in question, a letter recommending withdrawal of appointment and signed by those members recommending removal will be sent to the County Judge of the sponsoring entity which appointed the member.
- f. The County Judge will act upon the recommendation within thirty (30) days of the receipt of the letter from the Board of Trustees.
- g. Should the County Judge decide to remove the member, the County Judge immediately in writing will notify the member of such removal. The effective date of removal will be the date of the written notification.
- h. County Judges will not remove members, except on grounds listed above.

Resignation

1. Members may resign from the Board of Trustees for any reason.
2. Resignation will be written and submitted to the appropriate county judge with a copy to the Chair.
3. Resignations will not be rejected.
4. Resignations will be effective the date of the written notification.

Reimbursement

1. The Board of Trustees members may not be reimbursed for services performed for the Board of Trustees and LRMHMRC.
2. Board of Trustees members may authorize for themselves mileage, per diem and other out-of-pocket expenses relevant and incidental to meetings, training sessions, conference and other activities relevant to Board of Trustees activities and service to LRMHMRC.

Affidavit

Not later than the date on which a member of the Board of Trustees takes office by appointment or re-appointment and not later than the anniversary of that date, each member shall annually execute and file with LRMHMRC an affidavit acknowledging that the member has read this document.

ARTICLE VI Fiscal Year

LRMHMRC's first fiscal year will be a short fiscal year starting with its date of formation, December 1, 1999 to August 31, 2000; thereafter, the fiscal year will be September 1 through August 31.

ARTICLE VII Parliamentary Authority

Business meetings of the Board of Trustees will follow Robert's Rules of Order as revised.

ARTICLE VIII Amendments

These Bylaws may be altered, amended, repealed, or added to by two-thirds (2/3) majority vote of the Board of Trustees at any time at a regular meeting of the said Board or at a special meeting of the Board of Trustees called for that purpose.

ARTICLE IX Dissolution

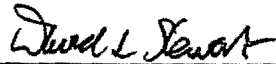
LRMHMRC is organized exclusively for charitable, religious, educational, and scientific purposes, including for such purposes, the making and distributions to organizations that qualify as exempt organizations under section 501 (c)(3) of the Internal Revenue code or corresponding section of any future federal tax code.

No part of the net earnings of LRMHMRC shall inure to the benefit of, or be distributable to its members, officers, or other private persons, except that LRMHMRC shall be authorized and empowered to pay reasonable compensation for service rendered and to make payments and distributions in furtherance of its exempt purpose. No substantial part of the activities of LRMHMRC shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and LRMHMRC shall not participate in, or intervene (including the publishing or distribution of statements) any political campaign on behalf or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the organization shall not carry on any other activities not permitted to be carried on (I) by an organization exempt from Federal Income Tax under section 501(c) (3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or (II) by an organization, contributions to which are deductible under section 170 (c) (2) of the Internal Revenue code, or corresponding section of any future tax code.

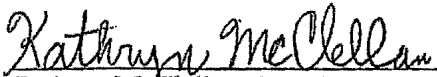
Upon the dissolution of LRMHMRC, assets shall be distributed to one or more exempt purposes within the meaning of section 501 (c) (3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for public purposes. Any such assets not so disposed of shall be disposed of by the Court of Competent Jurisdiction of the county in which the principle office of the organization is then located, exclusively for such purpose or to such organization, as said court shall determine, which are organized and operated exclusively for such purpose.

In witness whereof, we have hereto subscribed our names this 27 day of January, 2010.

ATTEST:



Dr. David Stewart, Chairman of the Board



Kathryn McClellan, Board Secretary

Revisions made by Lynn Smith 3/13/06

County of Hunt

STATE OF TEXAS

14,526

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



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

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

FEB 28 2017

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By

Invitation To Submit Bid

Formal Bid # 145-16, Replacement of Concrete Sidewalks at the Hunt County Courthouse

Sealed bids, subject to Terms and Conditions of this Invitation 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 August 11, 2016.**

The Hunt County Purchasing Department is willing to assist any contractor in the interpretation of document provisions or explanation of how forms are to be completed. Assistance can be received by visiting the Purchasing Office at 2507 Lee Street, Room 104, Greenville, 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 bid, and to accept the bid the Commissioners' Court considers the lowest responsible bid. Bids are to be returned sealed in an envelope clearly indicating that a bid 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 contractor to another contractor or competitor.

The undersigned by his/her signature represents that he/she is authorized to bind the contractor to fully comply with the terms and conditions of the attached Invitation to 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: Everest Construction Group, Inc.

Address: 519 E Interstate 30, Suite 109

Contact Name: John Swanson

City, State, Zip: Rockwall, TX 75087

Telephone Number: 214-906-2990

FAX Number: 469-314-1268

By:

By: John Swanson

Authorized Representative – Signed by Hand

Authorized Representative – Typed or Printed

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

PRICE/DELIVERY FORM
**Formal Bid # 145-16, Replacement of Concrete Sidewalks
at the Hunt County Courthouse**

FIRM FIXED BID PRICE FOR FLATWORK OF CONCRETE REPLACEMENT & YARD CURBS
PROJECT: \$ 79,800.00

Price for Payment Bond if required: \$ 1,600.00

Price for Performance Bond if required: \$ 1,600.00

Estimated number of days to complete project after notification to proceed: 50 days

**State Term of warranty offered: 1 years after acceptance of the completed project by the
Commissioners' Court.**

EXCEPTIONS

Please list any exceptions taken (additional detail may be attached):

The undersigned contractor has carefully examined the Invitation 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 contractor's company as furnished by contractor herewith.

Everest Construction Group, Inc.

Company Name

519 E I-30, Suite 109

Address

Rockwall, TX 75087

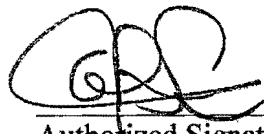
City, State, Zip

214-906-2990

Phone

469-314-1268

Fax



Authorized Signature

John Swanson

Name (Printed or Typed)

President/ CEO

Title

August 11, 2016

Date

jswanson@everestconstructioninc.com

E-Mail



Change Order Proposal # 1

January 19, 2017

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

Project: *Hunt County Courthouse-Sidewalks*
2507 Lee Street
Greenville, Texas 75401

Description:

- 1. Remove existing Curb and Gutter at perimeter of Sidewalk, including Curb and Gutter that was installed on the Westside by previous Contractor.***
- 2. Install New Curb and Gutter at perimeter of Sidewalk to match Historical Curb and Gutter.***
- 3. Backfill asphalt as required.***
- 4. Delete demolition of Sidewalk on Westside which was performed by previous Contractor.***

Total Cost: \$ 49,500.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/13/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER K&S Insurance Agency 2255 Ridge Road, Ste. 333 P. O. Box 277 Rockwall TX 75087	CONTACT NAME: Natasha Hart	
	PHONE (A/C, No. Ext): (972) 772-7256	FAX (A/C, No.): (972) 771-4695
E-MAIL ADDRESS: nhart@kandsins.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Monroe Guaranty Ins. Co.		32506
INSURER B: FCCI Insurance Co.		10178
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CPP0021871	1/16/2017	1/16/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		CA100009788	1/16/2017	1/16/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		UMB0022766	1/16/2017	1/16/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC0003644	1/16/2017	1/16/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractor's Equipment		CPP0021871	1/16/2017	1/16/2018	Leased/ Rented Equipment \$200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 See Attached for Additional Information

CERTIFICATE HOLDER Hunt County Attn: Cheryl Lowry 2507 Lee Street Greenville, TX 75401	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Gary Thompson/HART <i>Cheryl W. Thompson</i>

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COMMENTS/REMARKS

Additional Insured Form #CGL084 10/13 Applies to the General Liability Policy. Primary Non-Contributory Form #CGL025 11/08 applies to the General Liability Policy. Waiver of Subrogation Form #CGL088 10/13 Applies to the General Liability Policy.

Additional Insured & Waiver of Subrogation Form #CAU058 01/15 Applies to the Business Auto Policy. Primary & Non-Contributory Form #CAU042 1/15 Applies to the Business Auto Policy.

Waiver of Subrogation Form #WC420304B 6/14 Applies to the Workers' Compensation Policy.

*ALWAYS REFER TO THE ATTACHED POLICY FORMS FOR SPECIFIC WORDING OF SUCH COVERAGE, LIMITS, CONDITIONS & EXCLUSIONS.

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.

NONE

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

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

NONE

Name of Officer

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

NONE

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


Yes No

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

Yes No

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

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

7 
Signature of vendor doing business with the governmental entity


Date

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:
2017-169965

Date Filed:
02/22/2017

Date Acknowledged:

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

Everest Construction Group, Inc.
Rockwall, 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

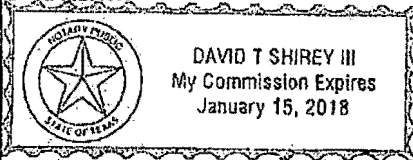
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFB #145-16
Construction

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Everest Construction Group, Inc.	Rockwall, 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 John Swanson this the 23 day of Feb. 2017, to certify which, witness my hand and seal of office.

Signature of officer administering oath

David Shirey
Printed name of officer administering oath

Notary
Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Everest Construction Group, Inc.
Rockwall, TX United States

Certificate Number:
2017-169965

Date Filed:
02/22/2017

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

Hunt County

Date Acknowledged:
03/01/2017

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.

RFB #145-16
Construction

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
	Everest Construction Group, Inc.	Rockwall, 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

#14,527

Products and Services Agreement

This Products and Services Agreement ("Agreement") is made as of February 6th, 2017 ("Effective Date") by and between BridgePay Network Solutions, LLC with offices at 600 Northlake Blvd., Suite 260, Altamonte Springs, FL 32701 ("BridgePay") and Hunt County with offices at PO Box 1316 Greenville Texas 75403 ("Client").

FILED FOR RECORD
at 12:30 o'clock
FEB 28 2017
JENNIFER LINDENZWEIG
County Clerk Hunt County, TX
By [Signature]

I. Definitions

"**Documentation**" means the operations manuals, help files and other documentation designed to be used in conjunction with the Products and Services.

"**Fees**" means those fees payable to BridgePay, as set forth on the attached Exhibit A attached hereto.

"**Payment Brand**" means Visa, MasterCard and any other association, payment brand, payment instrument issuer, debit network or payment methodology or system having proprietary rights to and clearing and oversight responsibilities with respect to any payment instrument used to affect payment-related transactions.

"**Products and Services**" means the products and services described in this Agreement, including any upgrades, modifications or improvements thereto made available to Client by BridgePay under the terms of this Agreement.

"**Provider**" means the entity providing electronic payment processing services to Client pursuant to a separate merchant processing agreement.

II. Client's Rights and Obligations

2.1 Installation, Servicing, Maintenance. In consideration of use of the Products and Services, Client agrees to: (i) provide true, accurate, current, and complete information about Client and Provider as requested on any registration or application form, and (ii) to maintain and update this information to keep it true, accurate, current and complete. If any information provided by Client is untrue, inaccurate, not current, or incomplete, BridgePay has the right to terminate Client's access to the Products and Services and refuse any and all current or future use of the Products and Services. Client will be responsible for the installation, servicing and maintenance of the point-of-sale devices and related equipment at Client's facilities, and will likewise be responsible for the connection of those devices to the Products and Services in compliance with BridgePay's requirements.

2.2 License Grant. Subject to the terms and conditions of this Agreement, BridgePay hereby grants to Client a limited, non-exclusive, non-transferable, revocable, royalty free right, during the Agreement, to use the Products and Services, subject to the restrictions herein and any other restrictions communicated by BridgePay to Client, solely for Client's internal use. BridgePay and its suppliers shall retain title and all ownership rights to the Products and Services and this Agreement shall not be construed in any manner as transferring any rights of

ownership or license to the Products and Services or to the features or information therein, except as specifically stated herein.

2.3 Description of Products and Services. BridgePay is providing Client with information concerning the technical requirements for allowing the Products and Services to send and receive electronic transaction data for authorization and/or settlement from and to Provider. To utilize the Products and Services, Client must: (i) provide for Client's own access to the World Wide Web and pay any fees associated with such access, and (ii) provide all equipment necessary for Client to make such connection to the World Wide Web, including a computer, modem and Web browser. Client will receive a password when registering. Upon approval, that password will allow Client access to the Products and Services. Client is responsible for maintaining the confidentiality of the password and account, and is fully responsible for all activities that occur under Client's password or account. Client agrees to immediately notify BridgePay of any unauthorized use of Client's password or account or any other breach of security.

2.4 Data Collection. Client is solely responsible for the security of data residing on the servers owned, controlled or operated by Client or a third party designated by Client (e.g., a web hosting company, Provider, or other service provider). Client will comply with all state and federal laws and Payment Brand rules and regulations, including without limitation laws, rules and regulations regarding disclosure to customers on how and why personal information and financial information is collected and used. To the extent permitted by applicable law, Client shall comply with all of BridgePay's policies, procedures and guidelines governing the Products and Services provided hereunder, as may be amended from time to time. Client agrees not to use, disclose, sell or disseminate any cardholder information obtained in a card transaction to any third party other than to, or authorized by, BridgePay except when such use, disclosure or dissemination is required by applicable law. Client agrees that BridgePay shall not be liable for any improperly processed transaction or third party, illegal or fraudulent access to Client's account, Client's IDs and passwords, end-user data or transaction data.

2.5 Compliance, Data Privacy and Security. Client agrees to comply with all Payment Brand rules and regulations as amended from time to time. Client shall comply with all applicable federal, state and local statutes and BridgePay required procedures and identified best practices. Client agrees (i) not to use the Products and Services for illegal purposes; and (ii) to comply with all applicable laws regarding the transmission of technical data exported from the United States. Client agrees to comply with the Security Standards. For purposes of this Agreement "Security Standards" means all security protocols, advisories, standards and guidelines required by the Payment Brands. Client warrants that its servers and electronic systems are secure from breach or intrusion by unauthorized third parties and will hold BridgePay harmless for a breach of End User's systems. If there is a security breach of Client's system and/or access to end-user data or transaction data by an unauthorized third party, Client shall notify BridgePay promptly of such breach and shall take such precautions as may be necessary to prevent such breaches from occurring in the future, as required by BridgePay.

2.6 Other Obligations. Client shall not alter or remove any copyright or other legal notices contained in the Products and Services and the related Documentation. Client shall not: (A) decompile, disassemble, reverse compile, reverse assemble, reverse translate or otherwise reverse engineer the Products and Services; (B) circumvent any technological measure that controls access to the Products and Services; or (C) use the Products and Services other than pursuant to the terms of this Agreement. Client shall utilize its BridgePay assigned developer ID in each application utilizing the Products and Services. Client shall have no right to (i) disclose any BridgePay source code or Documentation to any third party, (ii) use or reproduce any BridgePay source code or Documentation other than as permitted or contemplated by this Agreement. No licenses are granted by BridgePay to Client by implication or estoppel to the BridgePay source code or Documentation.

III. BridgePay's Rights and Obligations

3.1 Ownership and Use of the Products and Services. Client shall use the Products and Services only for bona fide transactions between Client and a cardholder. Unless otherwise specifically permitted by this Agreement, Client's use of the Products and Services shall be restricted to a single merchant account owned and controlled by Client. Client agrees not to submit payment data to BridgePay or otherwise process orders on behalf of any other entity or individual. BridgePay retains all right, title and interest in and to the Products and Services and all related Documentation and all technology utilized under or in connection with this Agreement, and Client shall not take any action inconsistent with such ownership. The Products and Services, Documentation and the related Confidential Information (defined below) may be protected by copyright, trade secret and other intellectual property laws, all of which belongs to BridgePay. Client acknowledges that Client shall have no intellectual property or ownership rights in the Products and Services. Client will not contest the ownership of the Products and Services, and will cooperate with BridgePay in defending BridgePay's ownership rights to the Products and Services. The restrictions in this Agreement shall not be construed to supersede or eliminate any rights which BridgePay may have under applicable laws pertaining to trade secrets.

3.2 Cardholder Information Security. BridgePay hereby acknowledges to Client User that BridgePay is responsible for the security of cardholder information BridgePay possesses or otherwise stores, processes, or transmits on behalf of Client, or to the extent that BridgePay could impact the security of the Client's cardholder information environment. BridgePay will maintain and comply with all applicable PCI DSS requirements.

3.3 Warranty and Disclaimers. Each party represents and warrants to the other that (a) it has all necessary right, power and ability to execute this Agreement and to perform its obligations therein, (b) no authorization or approval from any third party is required in connection with such party's execution, deliver or performance of this Agreement, (c) this Agreement constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms, and (d) the party's obligations under this Agreement do not violate any law or

breach of any other agreement to which such party is bound. THE PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES. BRIDGEPAY DOES NOT REPRESENT OR WARRANT THE PRODUCTS AND SERVICES WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, ACCURATE, COMPLETE OR ENTIRELY ERROR-FREE. CLIENT MAY NOT RELY ON ANY REPRESENTATION OR WARRANTY REGARDING THE PRODUCTS AND SERVICES BY ANY THIRD PARTY IN CONTRAVENTION OF THE FOREGOING STATEMENTS. BRIDGEPAY SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE WITH RESPECT TO THE PRODUCTS AND SERVICES. CLIENT UNDERSTANDS AND AGREES THAT BRIDGEPAY SHALL BEAR NO RISK WITH RESPECT TO CLIENT'S SALE OF ITS PRODUCTS OR SERVICES INCLUDING, WITHOUT LIMITATION, ANY RISK ASSOCIATED WITH CREDIT CARD FRAUD OR CHARGEBACKS. BRIDGEPAY MAKES NO WARRANTY THAT THE PRODUCTS AND SERVICES WILL MEET CLIENT'S REQUIREMENTS, NOR DOES BRIDGEPAY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PRODUCTS AND SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH USE OF THE PRODUCTS AND SERVICES.

IV. Fees

4.1 Fees. Client will pay to BridgePay on a monthly basis all Fees and other amounts owed to BridgePay under this Agreement on or prior to 60 days from the date of receipt of an invoice therefor. Client will promptly examine all invoices, and will notify BridgePay in writing within 30 days of any error. Unless BridgePay is notified of an error within 30 days of the date of the invoice, BridgePay shall be under no obligation to adjust invoiced amounts. All amounts unpaid on the due date under this Agreement shall bear interest at the rate of one and one-half percent per month (but in no event more than the highest rate of interest legally allowable) on such delinquent amount from its due date until the date of payment. BridgePay reserves the right to revise the Fees from time to time.

V. Confidential Information

5.1 Confidential Information. Except as may be required under applicable Law, neither party will use for any purpose other than contemplated by this Agreement, will not disclose to any third party, and will cause its employees, independent contractors, and agents to not use or disclose, any term of this Agreement, the Products and Services, the Documentation, and any information learned about the business practices and ways in which either party conducts business that is not generally known to others, including without limitation details about BridgePay's Products and Services, any data or information that is a trade secret or competitively sensitive such as computer software and documentation, data and data formats, and financial information (collectively, "Confidential Information"). The party receiving Confidential Information (the "Receiving Party") will inform the party disclosing Confidential Information (the "Disclosing Party") of any request by a court or government agency to disclose

such Confidential Information to enable the Disclosing Party to waive the provisions of this Section or defend the nondisclosure. This Section will survive termination of this Agreement.

5.2 Exclusions. The Receiving Party will not be obligated to maintain the confidentiality of Confidential Information: (i) it is required to reveal in performing its obligations under this Agreement, (ii) that is or becomes within the public domain through no act of the Receiving Party in breach of this Agreement, (iii) was legitimately in the possession of the Receiving Party prior to its disclosure under this Agreement, and the Receiving Party can prove that, or (iv) is required to be disclosed by state or federal law, provided that the Receiving Party provides the Disclosing Party with notice and an opportunity to oppose the disclosure.

5.3 Remedy. In the event of a breach of this section, the parties agree that the Disclosing Party will suffer irreparable harm, and that the amount of monetary damages would be impossible to calculate. Thus, the Disclosing Party will be entitled to seek injunctive relief in addition to any other rights to which it may be entitled, without the necessity of proof of actual damages or the requirement of a bond.

VI. Term, Termination

6.1 Term. This Agreement will become effective on the Effective Date and will remain in effect until terminated as provided herein.

6.2 Termination. Client agrees that BridgePay may terminate Client's password, account or this Agreement (i) for cause at anytime without prior notice, or (ii) without cause upon providing not less than ten (10) days prior written notice to Client. Client acknowledges and agrees that any termination of access privileges to the Products and Services under any provision of the Agreement may be effected without prior notice. BridgePay agrees that Client may terminate this Agreement (i) for cause at any time without prior notice, or (ii) without cause upon providing not less than thirty (30) days prior written notice to BridgePay.

VII. Reimbursement and Limitation of Liability

7.1 Reimbursement. To the extent allowed under applicable law, each party agrees to reimburse the other party- for any damages or expenses incurred by such party as a direct result of: (A) any failure by the other party or any employee, agent, or affiliate of the party to comply with the terms of this Agreement; (B) any warranty or representation made by the other party being false or misleading; (C) negligence or willful misconduct of the party or its subcontractors, agents or employees, or (D) any alleged or actual violations by the other party or its subcontractors, employees, or agents of any Payment Brand rules, laws or regulations. This section will survive termination of this Agreement.

7.2 Limitation of Liability. The liability, if any, of BridgePay under this Agreement for any claims, costs, damages, losses and expenses for which it is or may be legally liable, whether arising in negligence or other tort, contract, or otherwise, will not exceed in the aggregate the amount of compensation paid to BridgePay for the preceding 3 month period, measured from

the date the liability accrues. In no event will either party be liable for indirect, special, consequential, or punitive damages even if advised of that possibility. Neither party will be liable to the other for any failure or delay in its performance of this Agreement in accordance with its terms if such failure or delay arises out of causes beyond the control and without the fault or negligence of such party.

VIII. General

8.1 Assignability. Client may not transfer, sell, or otherwise assign any of its rights under this Agreement, either directly or by operation of law, without providing prior written notice to BridgePay.

8.2 Notice. All communications under this Agreement will be in writing and will be delivered by nationally-recognized overnight mail courier, return receipt requested, addressed to the addresses specified in the opening paragraph of this Agreement and to the attention of BridgePay president (if notice is to BridgePay), or the Hunt County Judge and Hunt County Clerk (if notice is to Client). The parties may, from time to time, designate different persons or addresses to which subsequent communications will be sent by sending a notice of such designations in accordance with this Section.

8.3 Entire Understanding, Amendment. This Agreement, including the attached exhibits which are incorporated by reference, sets forth the entire understanding of the parties relating to its subject matter. Amendments to this Agreement must be in writing and signed by both parties.

8.4 Severability. If any provision of this Agreement is illegal, the invalidity of such provision will not affect any of the remaining provisions, and this Agreement will be construed as if the illegal provision is not contained in the Agreement. This Agreement will be deemed modified to the extent necessary to render enforceable the provisions hereunder.

8.5 No Waiver of Rights. No failure or delay on the part of any party in exercising any right under this Agreement will operate as a waiver of that right, nor will any single or partial exercise of any right preclude any further exercise of that right.

8.6 Successors and Assigns. This Agreement will inure to the benefit of and will be binding upon the parties and their respective permitted successors and assigns.

8.7 Applicable Law. This Agreement will be deemed to be a contract made under the laws of the State of Texas, and will be construed in accordance with the laws of the State of Texas without regard to principles of conflicts of law. The exclusive forum and venue for the adjudication of any rights, claims or disputes arising out of or in connection with this Agreement shall be the federal or state courts located in Hunt County, Texas. The parties specifically waive the right to a jury trial in connection with any dispute arising out of this Agreement, or between the parties for any reason.

8.8 Independent Contractors. BridgePay and Client will be deemed to be independent contractors and will not be considered to be agent, servant, joint venturer, or partner of the other.

8.9 Construction. The headings used in this Agreement are inserted for convenience only and will not affect the interpretation of any provision. All Sections mentioned in the Agreement reference Section numbers of this Agreement. The language used will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party.

8.10 Survival. All sections that by their context are intended to survive the termination of this Agreement will survive termination of this Agreement.

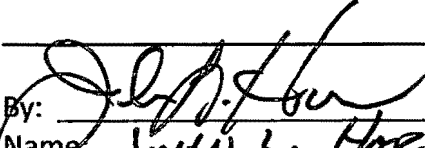
8.11 Force Majeure. In no event shall BridgePay be liable with respect to the failure of its duties and obligations under this Agreement which is attributable to acts of God, war, terrorism, conditions or events of nature, civil disturbances, work stoppages, equipment failures, power failures, fire or other similar events beyond its control.

8.12 Name and Trademarks. Except as otherwise provided in this Agreement, neither party will use the other's name or trademarks in any promotional or marketing materials without prior written consent. Client understands and agrees that this Agreement confers, and Client shall obtain, no other right to BridgePay's name or trademarks by virtue of such use. Client acknowledges that BridgePay is the sole owner of its trademarks (the "Marks"), and acknowledges that the Products and Services are a proprietary product of BridgePay. Accordingly, Client acknowledges that ownership of all existing patents, copyrights, mask work rights, trademarks, trade names, trade secrets and other proprietary rights relating to or residing in Products and Services, and all copies of all or any part thereof ("Intellectual Property"), will remain with BridgePay. Client will not contest the ownership of the Marks or Intellectual Property, and BridgePay may at any time and upon reasonable notice prohibit Client from using the Marks or Intellectual Property for any reason.

8.13 Counterparts/Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument. The signatures to this Agreement may be evidenced by facsimile copies or PDF copies reflecting the party's signature, and any such facsimile copy or PDF copy shall be sufficient to evidence the signature of such party as if it were an original signature.

BridgePay Network Solutions, LLC

By: _____
Name: _____
Its: _____

By: 
Name: JUSTIN L. HOEN
Its: COUNTY JUDGE
2-28-2017

8.8 Independent Contractors. BridgePay and Client will be deemed to be independent contractors and will not be considered to be agent, servant, joint venturer, or partner of the other.

8.9 Construction. The headings used in this Agreement are inserted for convenience only and will not affect the interpretation of any provision. All Sections mentioned in the Agreement reference Section numbers of this Agreement. The language used will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party.

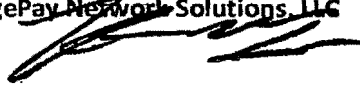
8.10 Survival. All sections that by their context are intended to survive the termination of this Agreement will survive termination of this Agreement.

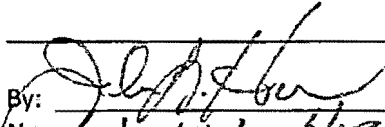
8.11 Force Majeure. In no event shall BridgePay be liable with respect to the failure of its duties and obligations under this Agreement which is attributable to acts of God, war, terrorism, conditions or events of nature, civil disturbances, work stoppages, equipment failures, power failures, fire or other similar events beyond its control.

8.12 Name and Trademarks. Except as otherwise provided in this Agreement, neither party will use the other's name or trademarks in any promotional or marketing materials without prior written consent. Client understands and agrees that this Agreement confers, and Client shall obtain, no other right to BridgePay's name or trademarks by virtue of such use. Client acknowledges that BridgePay is the sole owner of its trademarks (the "Marks"), and acknowledges that the Products and Services are a proprietary product of BridgePay. Accordingly, Client acknowledges that ownership of all existing patents, copyrights, mask work rights, trademarks, trade names, trade secrets and other proprietary rights relating to or residing in Products and Services, and all copies of all or any part thereof ("Intellectual Property"), will remain with BridgePay. Client will not contest the ownership of the Marks or Intellectual Property, and BridgePay may at any time and upon reasonable notice prohibit Client from using the Marks or Intellectual Property for any reason.

8.13 Counterparts/Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument. The signatures to this Agreement may be evidenced by facsimile copies or PDF copies reflecting the party's signature, and any such facsimile copy or PDF copy shall be sufficient to evidence the signature of such party as if it were an original signature.

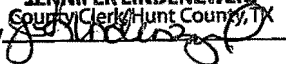
BridgePay Network Solutions, LLC

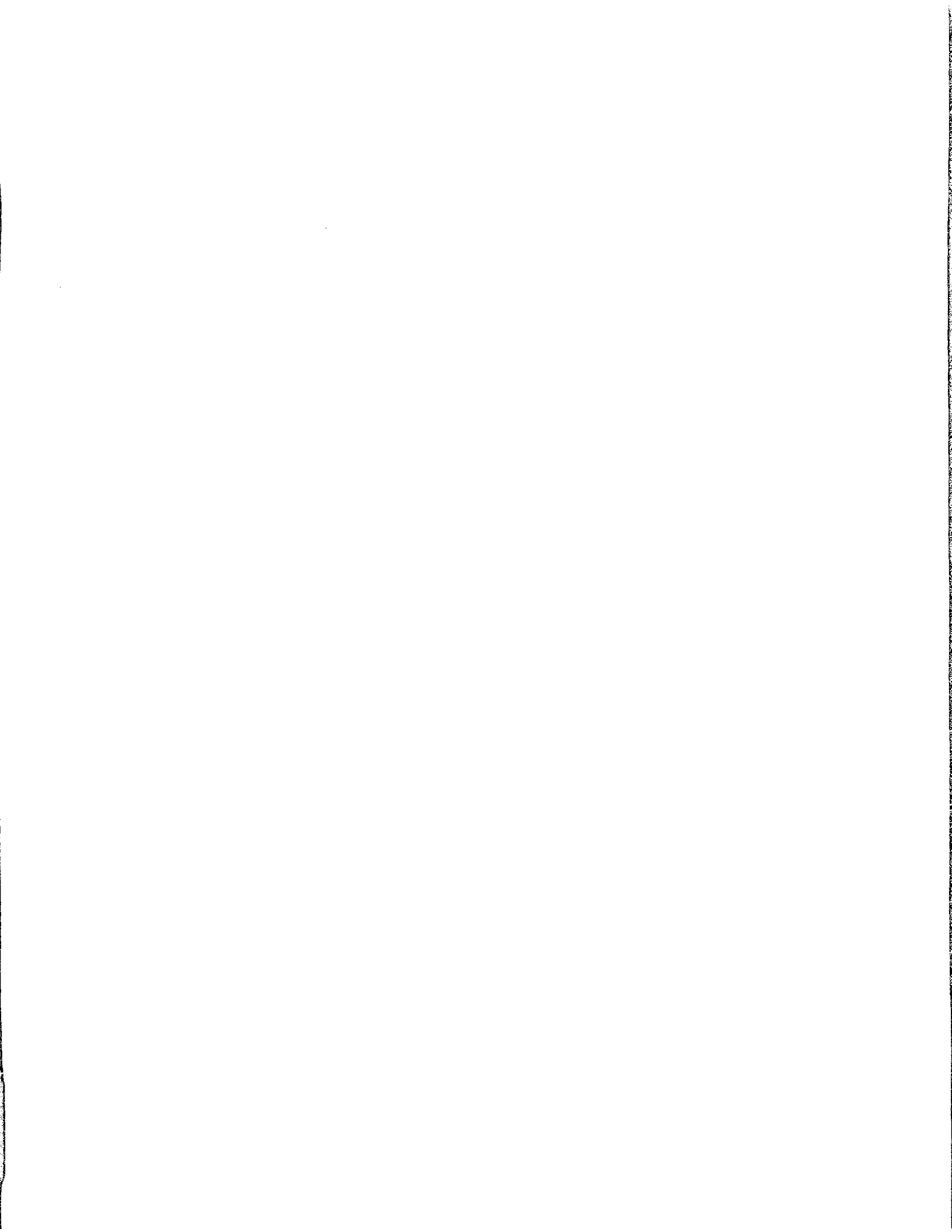
By: 
Name: Richard W. Taylor
Its: CEO

By: 
Name: John L. Horn
Its: COUNTY JUDGE
2-28-2017

FILED FOR RECORD
at 10:05 o'clock a M

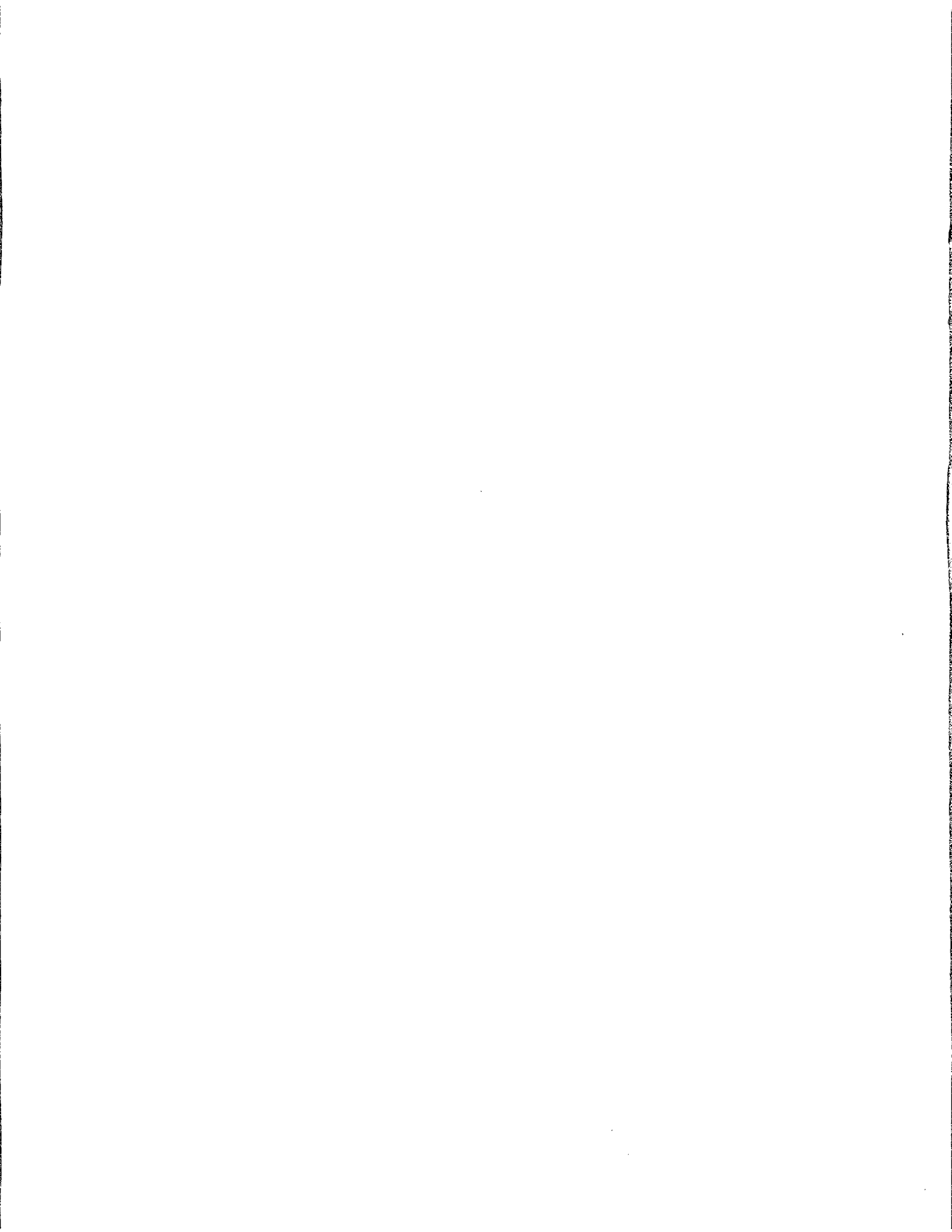
MAR 01 2017

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By: 



**Exhibit A
Products and Fees**

Tyler Technologies Per Transaction Fee	\$0.10
Activation Fee	waived
Monthly Minimum Fee	waived



14,531

FEB 28 2017

ROAD VARIANCE SUMMARY

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

The applicant, Dominion Asset Development, LLC, is requesting that the Hunt County Commissioners Court approve a variance as to the applicable County's Subdivision and Land Development Rules and Regulations for a portion of Phase 2 of Los Establos located within Hunt County.

The applicant requests the Commissioners Court approve the road system consisting of i) r.o.w. of 60 feet, ii) total pavement width of 24 feet including 2 foot wide shoulders, and iii) 20 feet "chip and seal" road pavement surface (as permitted & existing in Los Establos Phases 1A and 1B and approved for Phase 2 by Rockwall County).

This road system satisfies the effective Conservation Easement which burdens this property and requires "Twenty-foot wide blacktop surface roads with 2-foot wide shoulders and necessary bar ditches for drainage".

The subgrade has been engineered and designed to be at a minimum equivalent standard to the as built roads of Phases 1A and 1B and as required by Rockwall County for this Phase 2.

Reasons for the variance are as follows:

1. The roads in Phase 2 are private and will be maintained by the HOA.
2. The requested road width and composition is consistent with that already existing in Phases 1A and 1B of Los Establos in Rockwall County and already approved for the majority of Phase 2 which is also located in Rockwall County.
3. The variance is consistent with the requirements of the recorded Conservation Easement instrument for roads in the development: "Twenty-foot wide blacktop roads with 2-foot wide shoulders and necessary bar ditches for drainage".
4. Because these roads will be private, there will be no maintenance obligation on Hunt County.
5. The prior developer constructed the majority of the road beds for Phase 2 in accordance with the standards that currently exist.
6. Both the overwhelming majority of the existing HOA Members and the Texas Land Conservancy, the organization that monitors and enforces the terms of the Conservation Easement, desire and require the aesthetic character of the requested roads for this unique open space community.

The approval of this specific variance request will not serve as a precedent for similar requests by other developers. Each variance application legally stands on its own as to its unique facts and circumstances. *City of Dallas v. Vanesko*, 127 S.W.3d 220 (Tex. App.—Dallas 2003). There are no other potential developments in Hunt County that involve a recorded Conservation Easement containing specific road width and material composition standards. In addition, the extension of similar private roads to Phase 2 of the development and the large lot sizes in Los Establos serve as a unique justification for this variance request.

PerdueBrandonFielderCollins&Mott LLP

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

Tab Beall
ATTORNEY AT LAW

Alesha L. Williams
ATTORNEY AT LAW

Scott A. Severt
ATTORNEY AT LAW

February 6, 2017

14,535

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

RE: AGENDA REQUEST

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

<u>Account #</u>	<u>Purchaser</u>	<u>Bid Amount</u>
R24592	Douglas P. Dalton	\$2,700.00
Property Description: 1.0 Acre, Tract 89, Lydia Ferguson Survey, Abstract 318		
HCAD Situs: CR 4311, Commerce TX		

We have attached the resolution, bid analysis, and the information we received from the Purchaser. We recommend that this proposal be accepted. Final approval is subject to acceptance by all taxing jurisdictions involved.

Please return the documents to our office upon completion.

Very truly yours,

TAB BEALL
Enclosures

FILED FOR RECORD
at 12:30 o'clock P M
FEB 28 2017
JENNIFER LINDENZWEIG
County Clerk Hunt County TX
By [Signature]

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

RESALE PROPERTY BID

I hereby submit my bid for the purchase of:

Property Account #: 24592 Address: CR. 4311

Bid Amount: \$ 2700⁰⁰

PRINT NAME: Mr Douglas P. Dalton

ADDRESS: 2429 Pinehurst Dr.

CITY: FlowerMound STATE: TX ZIP: 75028

TELEPHONE: (972) 505-9689

E-MAIL: c.daltonqang@gmail.com

PURPOSE FOR PURCHASING PROPERTY:

Like the area + may want to build

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

SIGNATURE: Douglas P. Dalton

DATE: 2-1-17

ALL BIDS MUST BE SIGNED BY HAND

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

ST

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

OR

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

BID ANALYSIS

Cause #: TAX20269 COMMERCE ISD VS. EDWARD D SMITH, DECEASED

Acct#: R24592

Bid Amount: \$2,700.00

Judgment Date: 6/19/2014

Date Bid Submitted: 7/15/2016

Property Value at Judgment: \$6,120.00

Property Value today: \$7,000.00

Bidders Name: **DOUGLAS P DALTON**

Date of Sale: 10/7/2014

Bidders Address: 2429 PINEHURST DR
FLOWER MOUND TX 75028

Minimum Bid at Sale: \$6,120.00

Sale Deed Filed: 7/17/2013

Redemption Expires: 1/15/2014

PROPERTY DESCRIPTION

TRACT 1: BEING 1 ACRE, TRACT 89, PART OF THE LYDIA FERGUSON SURVEY, ABSTRACT NUMBER 318, AS DESCRIBED IN THE WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 661, PAGE 491, ON INSTRUMENT FILED MARCH 12, 1968 AND CONSTABLES DEED DOC# 2015-1538 FILED FEBRUARY 2, 2015 IN HUNT COUNTY, TEXAS AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF THE COMMERCE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER R24592.

SITUS OR LOCATION PER HUNT CAD: CR 4311, COMMERCE TX 75428

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
COMMERCE ISD	1993-2013	\$4,716.88
HUNT COUNTY	1993-2013	\$1,626.30
HUNT MEMORIAL HD	1993-2013	\$656.29

TOTAL: \$6,999.47

COSTS

Publication Fee: \$102.87 (Payable to Hunt County Treasurer)
Court Costs \$843.00 (Payable to Hunt County District Clerk)
Constable's Fee: \$60.00 (Payable to the Hunt County Constable Pct. 1)
Deed Recording Fee: \$38.00 (Payable to Hunt County Clerk)

TOTAL: \$1,043.87

PROPOSED TAX DISTRIBUTION – R24592

Bid Amount: \$2,700.00 Costs: \$1,043.87
Net to Distribute: \$1,656.13

ENTITY	AMOUNT TO DISBURSE
COMMERCE ISD:	(67%) \$1,109.61
HUNT COUNTY:	(23%) \$380.91
HUNT MEMORIAL HD:	(10%) \$165.61

(These amounts are contingent on verification of cost)

TOTAL: \$1,656.13

14,535

RESOLUTION OF THE HUNT COUNTY COMMISSIONERS COURT:

WHEREAS, the **Hunt County Commissioners Court** has become the owner of certain real property described in the attached Exhibit (Exhibit "A") by virtue of the fact that a sufficient bid was not received at a sale conducted by the Sheriff/Constable pursuant to an order of the District Court in **CAUSE NO. TAX20269 COMMERCE ISD VS. EDWARD D SMITH, DECEASED**

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

FEB 28 2017

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

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

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

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

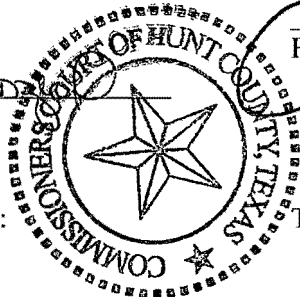
NOW therefore be it resolved by the Board of Trustees of **Hunt County Commissioners Court**, Hunt County, Texas

That the sale of the hereinabove described real property to **DOUGLAS P DALTON** for and in consideration of the cash sum of **TWO THOUSAND SEVEN HUNDRED DOLLARS and 00/100 (\$2,700.00)**, said money to be distributed pursuant to Chapter 34 of the Texas Property Tax Code.

Resolved this the 28 day of FEBRUARY, 2017.

Attest:

[Signature]
County Clerk



[Signature]
Hunt County Judge

Those Voting *Aye* Were:

Evans
McMahon
Martin
Latham

Those Voting *Nay* Were:

[Diagonal line through the space]

“EXHIBIT A”

Property Description:

TRACT 1: BEING 1 ACRE, TRACT 89, PART OF THE LYDIA FERGUSON SURVEY, ABSTRACT NUMBER 318, AS DESCRIBED IN THE WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 661, PAGE 491, ON INSTRUMENT FILED MARCH 12, 1968 AND CONSTABLES DEED DOC# 2015-1538 FILED FEBRUARY 2, 2015 IN HUNT COUNTY, TEXAS AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF THE COMMERCE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER R24592.

Situs per Hunt County Appraisal District: CR 4311, COMMERCE TX 75428

14,538

Fax to: 903-408-4291 Att: Sandy

FEB 28 2017

From: Classification

JAIL COUNT

January 31, 2016 - February 13, 2017

<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>
31-Jan	205	38	4	0	0	74	321
1-Feb	204	39	8	0	0	74	325
2-Feb	201	41	6	0	0	74	322
3-Feb	201	41	7	0	0	74	323
4-Feb	203	43	15	0	0	75	336
5-Feb	213	41	12	0	0	75	341
6-Feb	218	41	7	0	0	74	340
7-Feb	213	42	14	0	0	74	343
8-Feb	210	41	14	0	0	74	339
9-Feb	215	44	11	0	0	74	344
10-Feb	212	44	9	0	0	74	339
11-Feb	215	42	11	0	0	74	342
12-Feb	221	42	9	0	0	74	346
13-Feb	221	42	9	0	0	74	346

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

FEB 28 2017

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