

# 14,586

FILED FOR RECORD  
at 12:32 o'clock P M

APR 11 2017

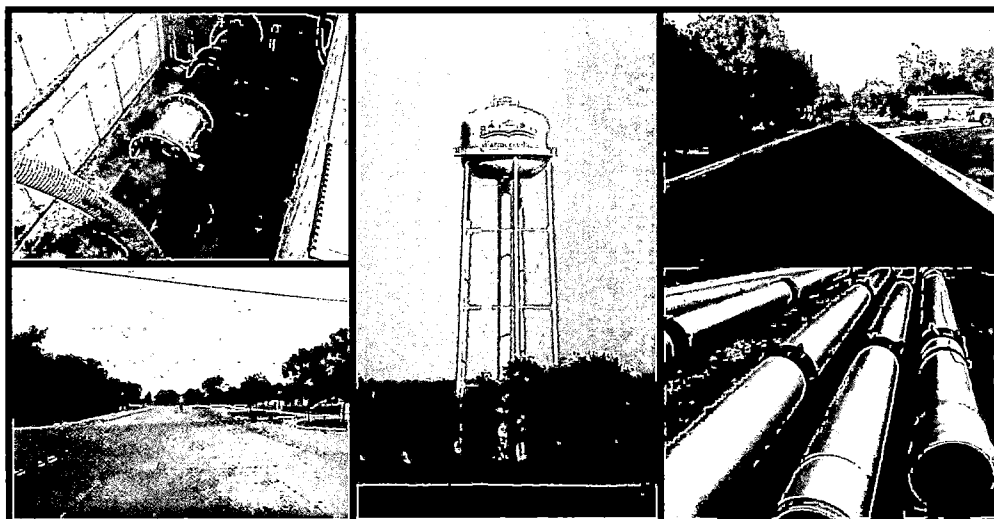
JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By *[Signature]*

# Statement of Qualifications

Presented to

## HICKORY CREEK SPECIAL UTILITY DISTRICT TXCDBG STEP FUND

Water System Improvements Project



## DBI ENGINEERS

Eddy Daniel, P.E.

Daniel & Brown Inc.

PO Box 606 | Farmersville, Texas 75442

[www.dbiconsultants.com](http://www.dbiconsultants.com) | 972-784-7777

FIRM REGISTRATION #: F-002225



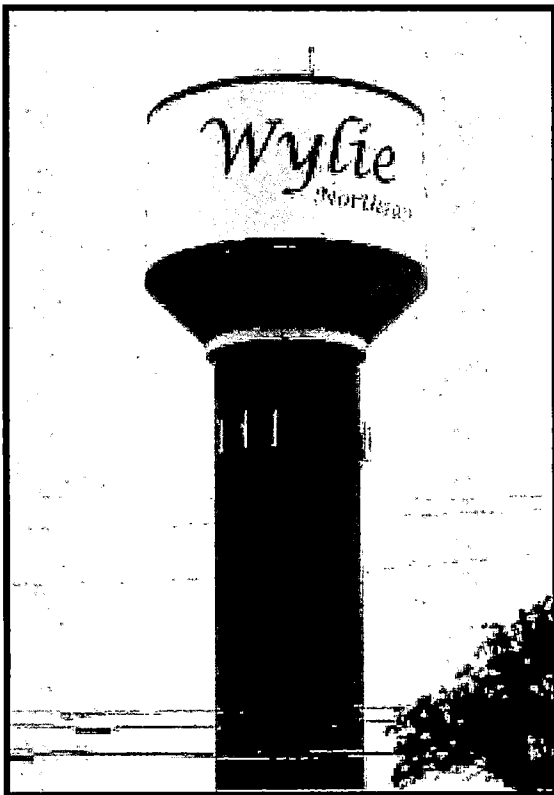
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# Contact Information

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Contact ~ Eddy Daniel, P.E.

Daniel & Brown Inc.  
P.O. Box 606  
118 McKinney Street  
Farmersville, Texas 75442

Office ~ 972.784.7777

Fax ~ 972.782.7721

email ~ [eddy@dbiconsultants.com](mailto:eddy@dbiconsultants.com)

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**DBI**  
ENGINEERS

# Overview

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DBI is a full-service engineering and consulting firm with experience in working with Municipalities, districts and water supply corporations. DBI specializes in municipal and utility applications for innovative, full-service solutions. Its Principals have extensive backgrounds of service to the utility industry and DBI is the only consulting firm offering extensive experience in all areas of utility function, design, construction, operations, management, and regulatory affairs.  
DBI is the consulting firm of choice for a total solution package.

DBI has experience working with all types of financing including not only federal, state and local funding; but also open market bond issues, other private financing and grants.

DBI's qualified staff can provide engineering design and project administration of all types and scope of water, sewer, streets, sidewalks, trails, and other public works infrastructure projects. Current staff includes consultants, engineers, engineering technicians, project inspectors, CAD drafting personnel and administrative personnel.

DBI will provide the necessary time and effort to make the project successful.



# Areas of Specialization

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## **Engineering Design - Plans and Specifications**

Water Treatment Plants, Sewer Treatment Plants,  
Water Wells, Elevated Tanks, Ground Storage  
Tanks, Pressure Tanks,  
Pumping Stations,  
Lift Stations, Booster Stations & Water  
Transmission & Distribution Lines  
SCADA, System Automation,  
Instrumentation & Controls Design  
Streets & Sidewalks  
Trails & Parks

## **System Mapping**

AutoCAD/ArcGIS  
Wall Maps & Field Tech Maps

## **System Operations & Maintenance**

Operations Management Consultation, Planning &  
Trouble-shooting  
System Testing Coordination

## **Litigation & Dispute Representation**

Expert Representation for Court Litigation  
TCEQ, PUC & SOAH Consultation &  
Hearing Representation

## **Drinking Water and Other Utility Regulations**

Advocacy on Regulatory Matters  
Association Training

## **Policy Issues**

Rate Order, Ordinance, Bylaws & Tariff  
Consultation & Development  
Policy Application & Enforcement

## **Land Development Management**

Subdivision Policies & Procedures  
Developer Agreements  
Project Management

## **Technical Writing and Publications**

O & M Manuals  
Monitoring Plans  
Drought Contingency Plans  
Water Conservation Plans  
Vulnerability Assessments

## **Planning**

Long-Range Plans  
Capital Improvement Plans  
Comprehensive Plans  
Future Land Use Planning  
Thoroughfare Planning  
Trail Planning  
Hydraulic Analysis

## **Utility Development**

SUD Conversions  
WSC Creation

## **Construction Management**

Project Management  
Project Inspections

## **Regulatory Processes**

CCN & PWS Applications  
Sale/Transfer/Merger Applications  
Discharge Permits  
Regulatory Waivers & Appeals

## **Loan/Grant Applications**

USDA Rural Development  
Texas Water Development Board  
Texas Department of Agriculture  
Bond Issues  
Conventional Loans



# Key Personnel

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## **Eddy Daniel, P.E., Principal**

Eddy Daniel is an engineering graduate of Texas A&M University and a Licensed Professional Engineer in the State of Texas. Eddy has designed, constructed, inspected, operated and managed water systems for the past 28 years. His experience as a manager and operator offers a unique perspective for engineering design and application. He also maintains a specialized knowledge of automation and instrumentation of water system operations.

Additionally, Eddy has served in a leadership capacity as a member of various state and region-wide association, boards, councils, and commissions serving the interest of the water industry, including his service as former Vice-President of the Texas Rural Water Association. As well, Eddy is considered an innovative problem-solver and is highly regarded within both the regulatory and regulated community.

## **Larry Brown, Principal**

Larry Brown is also a graduate of Texas A&M University. He has an extensive background in the water utility industry of more than 30 years. He served as the General Manager of a rural water utility prior to becoming the Program Director for the Texas Rural Water Association. During the eight years in his TRWA role, Larry conducted over 100 training programs and provided training and technical assistance to hundreds of water utilities around the state. Larry has a specialized knowledge in water utility management, operations, and administration. He is a uniquely qualified and experienced consultant with special emphasis on small and rural water utility issues. As well, Larry enjoys a reputation as an author, presenter, and regulatory affairs expert.

Larry continues to offer input and influence to the water industry in service to various industry committees, including the Texas Commission on Environmental Quality's Drinking Water Advisory Workgroup.

## **James Shankles, Jr., P.E., Project Engineer**

James Shankles, Jr. is a licensed professional engineer in the state of Texas and has 32 years of experience in the civil engineering consulting business. His experience includes planning, designing and managing public works projects in water, wastewater, transportation and drainage for federal, state and municipal clients. He has previously served as the City Engineer for Sherman, TX. Representative projects include elevated water storage tanks, ground storage tanks, pump stations, water supply wells, water mains, wastewater treatment plants, wastewater collection systems and lift stations.

## **Charles Massey, Project Manager**

Charles Massey is a graduate of North Texas State University with a BBA in Information Systems. He serves as Project Manager for Water Production, Water Storage, Water Distribution and Sewer Collection and Treatment Projects. He also produces Monitoring Plans, Vulnerability Assessments, Emergency Response Plans, Operation & Maintenance Manuals, CCN Amendments, Discharge Permits, USDA Rural Development Loan Applications, Preliminary Engineering Reports, Environmental Reports and Hydraulic Analysis for water systems and performs on site inspections for new construction activities.

## **Matt Boley, E.I.T.**

Matt Boley is an engineering graduate of Texas A&M University and has his Engineer-in-Training (E.I.T.) certificate. Matt will provide engineering design support and project inspection on DBI projects.

## **Jacob Dupuis, E.I.T.**

Jacob Dupuis is an engineering graduate of Tarleton State University and has his Engineer-in-Training (E.I.T.) certificate. Jacob will provide engineering design support and project inspection on DBI projects.

# Key Personnel

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**Aaron Moreland, Engineering Graduate**

**Jerry Rushing, Senior Engineering Technician**  
Grayson County College

**Mark Wright, Project Inspector**  
Texas Commission on Environmental Quality—Water Operator, Class D, License #WO0026375

**Tony Gore, Project Inspector**

**Mandy Weaver, CAD Technician**  
Texas Tech University  
South Plains College

**Helen Daniel, Business Manager**

**Stacey Jenkins, Administrative Assistant**

# TxCDBG Projects

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## Village of Rosser

Contact – Pam Corder, City Secretary – 972-932-0740

Project – Asphalt Overlay Project – TxCDBG Contract No. 7215440

Grant Administrator – Robin Sisco – GrantWorks Inc. - (512) 420-0303 Ext 308

## City of Trenton

Contact - Jamie Davis, City Secretary - 903-989-2237

Project – Street Reconstruction Project – TxCDBG Contract No. 7215490

Grant Administrator – Charles Edwards - Resource Management & Consulting Co. - 903-784-6439

## City of Farmersville

Contact - Ben White, P.E., City Manager – 972-782-6151

Project – Sewer Line Improvement Project - TxCDBG Contract No. 7214160

Grant Administrator – Katie Falgoust – GrantWorks Inc. - (512) 420-0303 ext. 346

## Van Zandt County / Ben Wheeler WSC

Contact – John Pipes, Manager - 903-833-5206

Project - 200 GPM Water Well Project - TxCDBG Contract No: 713489

Grant Administrator – Mirenda Harris – GrantWorks Inc. - 903-729-8745

## Hunt County / Jacobia WSC

Contact – Toni Walker 903-454-3046 or Ray Williamson - 903-217-9491

Project – Waterline Improvements and Pressure Tank / Booster Pumps TxCDBG Contract No. 713231

Grant Administrator – Mirenda Harris – GrantWorks Inc. - 903-729-8745

## City of Josephine

Contact – Patti Brooks, City Secretary - 972-843-8282

Project – Waterline Improvements Project – TxCDBG Contract No. R729320

## Shady Grove WSC

Contact - Jeremy Whitson, Manager - 903-456-5297

Project - Waterline Improvements Project - STEP Grant Contract No. 7214036

Grant Administrator – Charles Edwards - Resource Management & Consulting Co. - 903-784-6439

## Fruitvale WSC

Contact - Judy Woodrum - 903-896-1224

Project - Waterline Relocation Project - STEP Grant Contract No. 710056



# Selected Projects

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## **SELECTED REPRESENTATIVE PROJECTS:**

### **BHP WSC**

Project Cost: \$3,250,000.00

Funding Entity: Rural Development

Project Description: This project includes the construction of a waterline improvement project, an underground concrete water storage tank and a new pump station building.

### **City of Farmersville**

Project Cost: \$921,200.00

Funding Entity: Bond Issue

Project Description: This project includes the asphalt overlay of several city streets.

### **North Collin Special Utility District**

Project Cost: \$1,769,000.00

Funding Entity: TxDOT

Project Description: This project includes the relocation of waterline due to widening SH 121.

### **Maloy Water Supply Corporation**

Project Cost: \$420,000.00

Funding Entity: TWDB

Project Description: This project includes a Automated Meter Read system, pump station improvements and the rehabilitation of a ground storage tank.

### **Bright Star-Salem Special Utility District**

Project Cost: \$5,930,000.00

Funding Entity: TWDB – Drinking Water State Revolving Fund

Project Description: This project includes the construction of a new surface water treatment plant, raw water intake, raw water control building, and raw water transmission line, elevated water storage tanks, underground concrete clear well ground storage tank, the installation of water distribution lines, and the installation and integration of SCADA controls.

# Selected Projects

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## **SELECTED REPRESENTATIVE PROJECTS (cont.):**

### **City of Farmersville**

Project Cost: \$175,000.00

Funding Entity: Texas Capital Fund - Sidewalk Improvement Project

Project Description: This project includes the installation of concrete sidewalks and ADA ramps.

### **City of Krum**

Project Cost: \$912,023.00

Funding Entity: TxDOT - Safe Route to Schools

Project Description: This project includes the installation of 5-foot wide concrete sidewalks, ADA ramps and intersection crossings within 2 miles of Krum schools to provide safe off-street routes to school.

### **Bois D' Arc Municipal Utility District**

Project Cost: \$2,355,000.00

Funding Entity: TWDB – Development Fund

Project Description: This project includes drilling a water production well, the construction of a booster pumping station, the installation of water distribution lines, the rehabilitation of an existing elevated water storage tank, the installation and integration of a SCADA controls, and a radio read water meter system for the district.

### **Wylie Northeast Special Utility District**

Project Cost: \$929,000.00

Funding Entity: Bond Issue

Project Description: This project includes the construction of a concrete composite elevated water storage tank, installation of water distribution lines, and the installation and integration of SCADA controls.

### **North Kaufman Water Supply Corporation**

Project Cost: \$1,225,000.00

Funding Entity: TWDB – Rural Water Assistance Fund

Project Description: This project includes the construction of elevated water storage tank, the installation of water distribution lines and the installation and integration of SCADA controls..

# Selected Projects

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## **SELECTED REPRESENTATIVE PROJECTS (cont.):**

### **City of Farmersville**

Project Cost: \$487,775.00

Funding Entity: TxDOT - Safe Route to Schools

Project Description: This project includes the installation of 5-foot wide concrete sidewalks, ADA ramps and intersection crossings within 2 miles of Farmersville schools to provide safe off-street routes to school.

### **Desert Water Supply Corporation**

Project Cost: \$612,000.00

Funding Entity: TxDOT

Project Description: This project includes the relocation of a waterline due to the reconstruction of SH 121 at SH 160.

### **City of Farmersville**

Project Cost: \$650,000.00

Funding Entity: Bond Issue

Project Description: This project includes asphalt overlay with curbs and ramps for several streets within the city.

### **Rose Hill Special Utility District**

Project Cost: \$775,000.00

Funding Entity: Bond Issue

Project Description: This project includes the construction of underground concrete water storage tank, booster pumps and yard piping, control building, master meter vault, the installation of water transmission line, and the installation and integration of SCADA controls.

### **City of Lowry Crossing**

Project Cost: \$305,353.00

Funding Entity: General Fund

Project Description: This project includes the asphalt overlay and drainage correction of several city streets.

# References

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## City of Farmersville

Ben White, P.E., *City Manager*  
205 S. Main  
Farmersville, Texas 75442  
972-782-6151

## City of Josephine

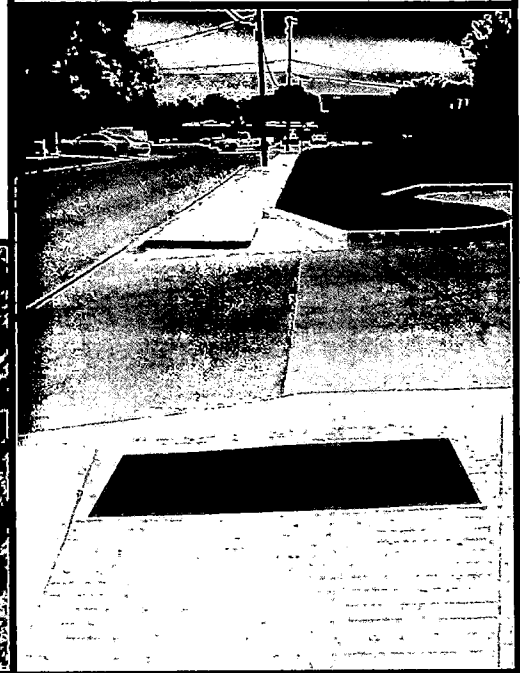
Patti Farr, *City Secretary*  
PO Box 99  
Josephine, Texas 75164  
972-843-8282

## Wylie Northeast Special Utility District

Chester Adams, *General Manager*  
PO Box 1029  
Wylie, Texas 75098  
972-442-2075

## Caddo Basin Special Utility District

Leahman Bryant, *General Manager*  
156 County Road 1118  
Greenville, Texas 75401  
903-527-3504



# Partial Client List

## Cities

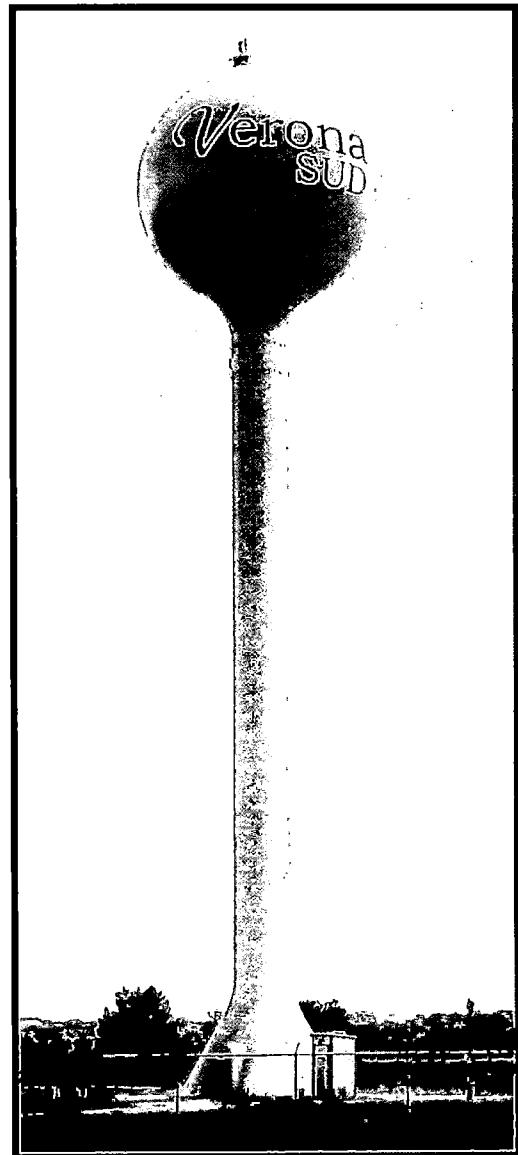
- City of Dorchester
- City of Farmersville
- City of Josephine
- City of Krum

## Counties

- Collin County
- Hunt County

## Utility Districts

- Ables Springs Special Utility District
- Bois D' Arc Municipal Utility District
- Bright Star-Salem Special Utility District
- Caddo Basin Special Utility District
- Copeville Special Utility District
- Cross Roads Special Utility District
- East Fork Special Utility District
- Hickory Creek Special Utility District
- Luella Special Utility District
- Marilee Special Utility District
- Nevada Special Utility District
- North Collin Special Utility District
- North Hunt Special Utility District
- North Texas Municipal Water District
- Rose Hill Special Utility District
- South Grayson Special Utility District
- Southwest Fannin Special Utility District
- Verona Special Utility District
- West Wise Special Utility District
- Wylie Northeast Special Utility District



# Partial Client List

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## Water Corporations

- Altoga Water Supply Corporation
- Ben Wheeler Water Supply Corporation
- BHP Water Supply Corporation
- Blackland Water Supply Corporation
- Culleoka Water Supply Corporation
- Desert Water Supply Corporation
- Forney Lake Water Supply Corporation
- Frognot Water Supply Corporation
- Jacobia Water Supply Corporation
- Jones Water Supply Corporation
- Kentuckytown Water Supply Corporation
- Liberty City Water Supply Corporation
- Maloy Water Supply Corporation
- Miller Grove Water Supply Corporation
- Milligan Water Supply Corporation
- Mt. Zion Water Supply Corporation
- Myrtle Springs Water Supply Corporation
- North Farmersville Water Supply Corporation



- North Kaufman Water Supply Corporation
- Ravenna Nunnelee Water Supply Corporation
- RCH Water Supply Corporation
- Starr Water Supply Corporation
- West Delta Water Supply Corporation
- West Leonard Water Supply Corporation
- Westminster Water Supply Corporation
- Weston Water Supply Corporation

## Miscellaneous

- Farmersville Independent School District
- First Baptist Church—Farmersville
- Highland Terrace Baptist Church—Greenville
- L-3 Communications Inc.
- Stovall & Associates
- Texas A & M University—Commerce
- Texas Rural Water Association
- TraC-n-trol Inc.



# Resume of Eddy Daniel, P.E.

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## EDUCATION:

***B.S., Mechanical Engineering, 1983***, Texas A & M University, College Station, Texas  
***Licensed Professional Engineer #72181***, State of Texas

## EXPERIENCE:

<b><u>Employment Affiliations:</u></b>	Daniel & Brown Inc.	1998-Present
	Cash Special Utility District (Formerly Cash Water Supply Corporation)	1993-1998
	Caddo Basin Special Utility District (Formerly Hopewell Water Supply Corporation)	1986-1993
	Sunshine Design Garden Center & Landscape Co.	1983-1986

**Areas of Specialization:** Engineering, Management, Operations, Construction, SCADA Systems, Governmental Relations, Public Relations, Employee Relations, Economic Development, Regulatory Compliance

**Years of Related Experience:** Thirty (30)

### **Related Experience:**

President of Daniel & Brown, Inc., an engineering, consulting, and planning corporation. With an emphasis on small cities, districts, and rural water supplies, DBI provides a wide range of services to utilities including: engineering design, management consulting, policy issues, land development management, personnel management, governmental relations, district conversions, rates and fees analysis, and system automation.

General Manager and Engineer for the Cash Water Supply Corporation. Responsible to the Board of Directors for the overall management, operations, engineering and administration for the corporation.

General Manager and Engineer for the Caddo Basin Special Utility District. Responsible to the Board of Directors for the overall management, operations, engineering and administration for the district.

General partner in the family-owned Sunshine Design Garden Center & Landscape Company. Provided all design and drafting for landscape and irrigation projects and supervised construction projects through completion.

### **Professional Affiliations:**

***Chairman***, Groundwater Management Area 8 (GMA8)  
***Past President & Current Board Member***, North Texas Groundwater Conservation District (NTGCD)  
***Former Board Member***, Texas Rural Water Association (TRWA)  
***Member***, American Society of Civil Engineers (ASCE)  
***Member***, National Society of Professional Engineers (NSPE)  
***Member***, Texas Society of Professional Engineers (TSPE)  
***Member***, American Water Works Association (AWWA)  
***Member***, Texas Rural Water Association (TRWA)  
***Member***, Texas Water Utilities Association (TWUA)

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**DBI**  
ENGINEERS

# Resume of James Shankles, Jr., P.E.

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## EDUCATION:

***B.S., Civil Engineering, 1979***, Texas A & M University, College Station, Texas  
***Licensed Professional Engineer #65571***, State of Texas

## EXPERIENCE:

<b><u>Employment Affiliations:</u></b>	Daniel & Brown Inc.	August 2011-Present
	Mehlburger Brawley	February 2011 - August 2011
	Carter, Burgess, Jacobs Engineering Group	2008-2009
	City of Sherman	2005-2008
	Hunter Associates Texas, Ltd.	1999-2003

**Areas of Specialization:** Public Works, Engineering, Design, Project Management, Construction, Governmental Relations, Public Relations, Economic Development, Regulatory Compliance

**Years of Related Experience:** Thirty-Two (32)

### **Related Experience:**

Daniel & Brown Inc.: Responsible for project engineering design and project administration for utility projects of all types. Lead project manager and key contact for several Daniel & Brown Inc. clients.

Project Manager: Responsible for the preparation of proposals and project budgets, negotiation and preparation of engineering contracts, project design, specifications, bidding documents and construction contracts, and construction contract administration.

Project Manager: Responsible for the preparation of proposals and project budgets, negotiation and preparation of engineering contracts, project design, specifications, bidding documents and construction contracts, and construction contract administration.

City Engineer: Perform review and approval of private development projects, floodplain administration, traffic engineering, administration of paving and drainage capital improvement projects. Develop department budget. Responsible for internal engineering design projects.

Performed civil engineering design services for clients in the Sherman/Denison area. Design projects included streets, drainage, water mains and sanitary sewer.

Vice President/Project Manager: Establish and maintain client base (municipal) and workload for Frisco office, prepare proposals and project budgets, negotiate and prepare client contracts, perform project design, prepare project specifications, prepare bidding documents and construction contracts, perform construction contract administration.



# Resume of Charles Massey

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## EDUCATION:

### **North Texas State University**

Completed 30 hours towards Master of Science in Computer Science  
Bachelors of Business Administration - Information Systems—1976

**Douglas Mac Arthur High School, San Antonio, Texas 1972**

## EXPERIENCE:

December 2003 -  
To present

### **Daniel & Brown Inc., Farmersville, Texas**

Monitoring Plans, Vulnerability Assessments, Emergency Response Plans, Operation & Maintenance Manuals, CCN Amendments, Discharge Permits, USDA Rural Development Loan Application, Preliminary Engineering Reports, Environmental Reports, and Hydraulic Analysis for water systems. Project Manager for Water Production, Water Storage, Water Distribution and Sewer Collection and Treatment Projects. Performed on site inspections for new construction activities.

August 2003 -  
December 2003

### **Electric Actuator Service of Texas, Celeste, Texas**

Assisted in the installation and start up of electric valve actuators. Sites worked included the City of Dallas Southside Treatment Plant, City of Dallas Central Treatment Plant, Trinity River Authority, City of Fort Worth, City of Arlington and City of Tulsa.

June 1985 -  
February 2002

### **Ericsson Network Systems, Richardson, Texas**

Group supervisor, project manager, technical responsible, subject matter expert and principal engineer for Class V End-Office telephony switches and Mobile Switching Centers. Performed Prestudy, Feasibility Study, Design and Testing activities; gave executive presentations to sponsors and upper-level management. Provided on-site technical expertise for cuts, First-Office-Applications and trouble shooting.

June 1984 -  
June 1985

### **Andrew Corporation, Plano, Texas**

Lead software development group and coordinated productification of the antenna steering control application from a contractor.

June 1977 -  
June 1984

### **Harris Data Communications, Addison, Texas**

Designed and implemented several data communications projects and diagnostics for Bi-Sync, SDLC, SNA, Asynchronous protocols as a Senior Systems Programmer.

# Insurance

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Proof of Insurance—See next page



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/6/2016

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**  
Higginbotham Insurance Agency, Inc.  
P. O. Box 3087  
McKinney TX 75070

**CONTACT NAME:** Cheryl Grissom  
**PHONE (A/C, No., Ext):** 214-504-1144 **FAX (A/C, No.):**  
**E-MAIL ADDRESS:** cgrissom@higginbotham.net

**INSURED** DANIE26  
TraC-n-trol, Inc.  
Daniel & Brown Inc.  
LD Technologies  
P. O. Box 5056  
Georgetown TX 78627

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	FCCI Insurance Company	10178
INSURER B:	Monroe Guaranty Insurance Company	32506
INSURER C:	National Trust Insurance Company	20141
INSURER D:	Landmark American Insurance Company	33138
INSURER E:		
INSURER F:		

**COVERAGES** **CERTIFICATE NUMBER: 1752917887** **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	ADDITIONAL INSURED	SUBROGATION	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 type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			CPP0016737	6/1/2016	6/1/2017	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 - COMP/OP AGG \$2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA10000218801	6/1/2016	6/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ \$0			UMB0016814	6/1/2016	6/1/2017	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
A	<input checked="" type="checkbox"/> 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	N/A	WC00002161	6/1/2016	6/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D A	Professional Liability Contractor's Equipment Special Causes - Incl. theft			LHR759659 CPP0016737	10/7/2016 6/1/2016	10/7/2017 6/1/2017	Limit \$1,000,000 Limit \$156,144 Deductible \$500

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

- \*Leased / Rented Equipment: Limit \$50,000; Ded. \$500
- \*Installation Floater Coverage: Limit \$250,000 per occurrence; Ded. \$500

The General Liability and Automobile Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status and General Liability, Automobile Liability and Workers' Compensation policy includes a blanket waiver of subrogation endorsement to the certificate See Attached...

**CERTIFICATE HOLDER** **CANCELLATION 10 for non-payment/30 day all other**

FOR INFORMATION ONLY

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

# Additional Documents

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**SAM Search Results**  
**List of records matching your search for :**

**Search Term : "Daniel & Brown Inc. Eddy W. Daniel\***  
**Record Status: Active**

**No Search Results**



TEXAS DEPARTMENT OF AGRICULTURE  
COMMISSIONER SID MILLER

**Eddie Daniel, P.E.**

This is to certify that the above named individual has completed the

Texas Department of Agriculture's

Texas Community Development Block Grant Implementation Webinar

And is certified to Administer TxCDBG contracts.

Awarded this 20th day of September 2016

Suzanne Barnard Director for Community Development Block Grant Program

#14,586  
**Contract**

**ENGINEERING/ARCHITECTURAL/SURVEYOR SERVICES**

**PART I  
AGREEMENT**

FILED FOR RECORD  
at 3:32 o'clock P M

APR 18 2017

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

THIS AGREEMENT, entered into this 29<sup>th</sup> day of April, 2017 by and between the Hunt County on behalf of Hickory Creek SUD, hereinafter called the "County", acting herein by John L. Horn County Judge hereunto duly authorized, and Daniel & Brown Inc. hereinafter called "Firm," acting herein by Eddy W. Darriel, P.E.

**WITNESSETH THAT:**

WHEREAS, Hunt County on behalf of Hickory Creek SUD desires to construct 27,100 LF of 4" PVC waterline, 4 post hydrants, boring, service transfers/connections and all necessary appurtenances under the general direction of the Small Towns Environmental Program (hereinafter called "STEP") Program administered by the Texas Department of Agriculture (TDA); and Whereas the County desires to engage Daniel & Brown Inc. to render certain engineering/surveyor/architectural services in connection with the STEP Project, Contract Number 7217006.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

The Firm will perform the services set out in Part II, Scope of Services.

2. Time of Performance - The services of the Firm shall commence on April 24, 2017. In any event, all of the services required and performed hereunder shall be completed no later than April 23, 2019.

3. Local Program Liaison - For purposes of this Agreement, the County Judge or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

4. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, and the Texas Department of Agriculture (TDA), and the County/County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the STEP award, in order to make audits, examinations, excerpts, and transcripts and to closeout the County's STEP contract with TDA.

5. Retention of Records - The Firm shall retain all required records for three years after the County makes its final payment and all pending matters are closed.

6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$45,000.00. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.

7. Indemnification - The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the County/County and its agency members from and against any and all claims, costs, suits, and damages, including attorney's fees, arising out of the Firm's performance or nonperformance of the activities, services or subject matter called

for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

9. Miscellaneous Provisions

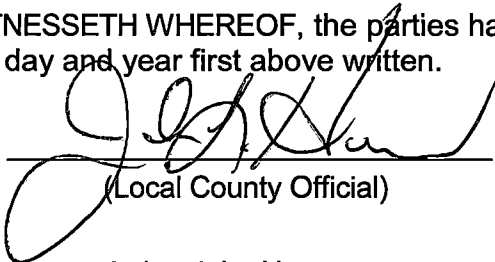
- a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas.
- b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.

10. Extent of Agreement

This Agreement, which includes Parts I-V, represents the entire and integrated agreement between the County/County and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both County/County and the Firm.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY:

  
\_\_\_\_\_  
(Local County Official)

Judge John Horn

(Printed Name)

Hunt County Judge

(Title)

BY:

  
\_\_\_\_\_  
(Firm/Contractor's Authorized Representative)

Eddy W. Daniel, P.E.

(Printed Name)

President

(Title)



**PART II**  
**SCOPE OF SERVICES**

The Firm shall render the following professional services necessary for the development of the project:

**SCOPE OF SERVICES**

1. Attend preliminary conferences with the County/County regarding the requirements of the project.
2. Determine necessity for acquisition of any additional real property/easements/right-of-ways (ROWs) for the STEP project and, if applicable, furnish to the County/County:
  - a. Name and address of property owners;
  - b. Legal description of parcels to be acquired; and
  - c. Map showing entire tract with designation of part to be acquired.
3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the County/County providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Firm will review any tests required and act as the County/County's representative in connection with any such services.
4. Prepare railroad/highway permits.
5. Prepare a preliminary engineering/architectural study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the County/County, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Firm's recommendations; to be completed within 120 days of execution of this Agreement.
6. Furnish the County/County copies of the preliminary report, if applicable (additional copies will be furnished to the County/County at direct cost of reproduction).
7. Furnish the County/County a written monthly status report at least seven (7) days prior to the regularly scheduled council/commissioner's court meeting until the project is closed by TDA. The format for this report is attached to this Agreement as Exhibit 1.
8. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
9. Prepare bid packet/contract documents/advertisement for bids. At the time the bid packet is completed, the Firm shall also furnish to the County/County an updated written Estimate of Probable Costs for the Project.
10. Make 10-day call to confirm prevailing wage decision.
11. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
12. Conduct bid opening and prepare minutes.
13. Tabulate, analyze, and review bids for completeness and accuracy.
14. Accomplish construction contractor's eligibility verification through [www.SAM.gov](http://www.SAM.gov).
15. Conduct pre-construction conference and prepare copy of report/minutes.
16. Issue Notice to Proceed to construction contractor.
17. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
18. Design for access by persons with disabilities for those facilities to be used by the public in accordance with Public Law 504.
19. Use TDA-approved forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond.
20. Make periodic visits, no less than every 30 days during the construction period, to the site to observe the progress and quality of the work, and to determine, in general, if the work is proceeding in accordance with the Agreement.

21. Consult with and advise the County/County during construction; issue to contractors all instructions requested by the County/County; and prepare routine change orders if required, at no charge for engineering services to the County/County when the change order is required to correct errors or omissions by the Firm; provide price analysis for change orders; process change orders approved by County/County and the Firm and submit to TDA for approval prior to execution with the construction contractor.
22. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
23. Resolve all payment requests within 14 days of receipt of signed pay request from the construction contractor.
24. Based on the Firm's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to the County/County, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
25. Recommend that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the County/County and approval by TDA, unless State or local law provides otherwise.
26. Prepare Certificate of Construction Completion and Clean Lien Certificate. A Clean Lien Certificate may be prepared for each of the Prime Contractor(s) and each of the subcontractor(s).
27. Conduct interim/final inspections.
28. Revise contract drawings to show the work as actually constructed, and furnish the County/County with a set of "record drawings" plans.
29. The Firm will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the Firm shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the County/County. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

## SUBCONTRACTS

1. No work under this Agreement shall be subcontracted by the Firm without prior approval, in writing, from the County/County.
2. The Firm shall, prior to proceeding with the work, notify the County/County in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during progress of the work, the County/County determines that any subcontractor is incompetent or undesirable, the County/County will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the County/County.
4. The Firm will include in all contracts and subcontracts in excess of \$150,000 a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The provisions shall require reporting of violations to TDA and to the Regional Office of the Environmental Protection Agency (EPA).

5. The Firm will include in all contracts and subcontracts in excess of \$150,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
6. The Firm will include in all contracts and subcontracts in excess of \$10,000 provisions addressing termination for cause and for convenience by the County/County including the manner by which it will be effected and the basis for settlement.
7. The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:
  - a. Prime construction contracts in excess of \$2,000, compliance with the Davis-Bacon Act, as amended (40 U.S.C.3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
  - b. Prime construction contracts in excess of \$2,000, compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3)
  - c. Contracts greater than \$10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
  - d. Section 3 of the Housing and Urban Development Act of 1968;
  - e. Contracts exceeding \$100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
  - f. For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and
  - g. For procurement of recovered materials where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, compliance with 2 CFR 200.322 and section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requires procuring only items designated in guidelines of the EPA at 40 CFR part 247 that contain the highest percentage of recovered materials practicable.
8. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the County/County, TDA, the Texas Comptroller of Public Accounts, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development (HUD), or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
10. The Firm will include in all contracts and subcontracts a requirement that the contractor maintain all relevant project records for three (3) years after the County/County has made final payment to the contractor and all other pending matters are closed.

#### STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Firm and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Firm represents that it has the required skills and capability to perform work and services to be provided under this Agreement.
2. The Firm represents that services provided under this Agreement shall be performed within the limits prescribed by the County/County in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.

3. Any deficiency in Firm's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from County/County and at the Firm's expense if the deficiency is due to Firm's negligence. The County/County shall notify the Firm in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the County/County under applicable state or federal law.
  4. The Firm agrees to and shall hold harmless the County/County, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Firm, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Firm doing the work herein contracted for or by or in consequence of any negligence in the performance of this Agreement, or by or on account of any omission in the performance of this Agreement.
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**PART III -  
PAYMENT SCHEDULE**

County/County shall reimburse the Firm for professional services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone	% of Contract Fee
• Approval of Preliminary Engineering Plans and Specifications by County/County.	20%
• Approval of Plans and Specifications by Regulatory Agency(ies).	30%
• Completion of bid advertisement and contract award.	20%
• Completion of construction staking.	10%
• Completion of Final Closeout Assessment and submittal of "As Builts" to County/County.	10%
• Completion of final inspection and acceptance by the County/County.	10%
<b>Total</b>	<b>100%</b>

**NOTE:** Percentages of payment listed here are general guidelines based on engineering services typically provided. These are negotiable, and should serve only as a guide. Payment schedule should be tied directly to the actual Scope of Work identified in Part II - Scope of Services.

**SPECIAL SERVICES**

Special Services shall be reimbursed under the following hourly rate schedule: (List all applicable services to include overhead charge).

Registered Surveyor	\$ 105.00
Survey Crew (3 members)	\$ 150.00
Project Engineer	\$ 150.00
Engineering Technician	\$ 90.00
Project Representative	\$ 65.00
Draftsman	\$ 65.00

The fee for all other Special Services shall not exceed a total of Ten Thousand and No/100 Dollars (\$10,000.00). The payment for these Special Services shall be paid as a lump sum, per the following schedule:

1. The Firm shall be paid upon completion of surveying, necessary field data, and acquisition data, if applicable, the sum of NA and No/100 Dollars (\$NA).
2. The Firm shall be reimbursed the actual costs of necessary testing based on itemized billing statements from the independent testing laboratory, plus a Five percent (5%) overhead charge. All fees for testing shall not exceed a total of Five Thousand and No/100 Dollars (\$5,000.00).
3. The payment requests shall be prepared by the Firm and be accompanied by such supporting data to substantiate the amounts requested.
4. Any work performed by the Firm prior to the execution of this Agreement is at the Firm's sole risk and expense.

**PART IV**  
**TERMS AND CONDITIONS**

1. Termination of Agreement for Cause. If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the County/County shall have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm pursuant to this Agreement shall, at the option of the County/County, be turned over to the County / County and become the property of the County / County. In the event of termination for cause, the Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Firm shall not be relieved of liability to the County/County for damages sustained by the County/County by virtue of any breach of the Agreement by the Firm, and the County/County may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.

2. Termination for Convenience of the County/County.

County/County may at any time and for any reason terminate Contractor's services and work at County/County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by County/County; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against County/County for any additional compensation or damages in the event of such termination and payment.

3. Changes. The County/County may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or STEP program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. [*This section may also provide for the*

*qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.

- a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County/County.
- b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the County/County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Assignability. The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County/County thereto; Provided, however, that claims for money by the Firm from the County/County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County/County.

7. Reports and Information. The Firm, at such times and in such forms as the County/County may require, shall furnish the County/County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. Records and Audits. The Firm shall insure that the County/County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the County/County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the County/County.

10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.

11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the County/County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

## 12. Conflicts of interest.

- a. Governing Body. No member of the governing body of the County/County and no other officer, employee, or agent of the County/County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of STEP award between TDA and the County / County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
- b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the STEP award between TDA and the County/County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
- a. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the STEP award between TDA and the County/County or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the STEP award between TDA and the County/County or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

## 13. Debarment and Suspension (Executive Orders 12549 and 12689)

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

## **Federal Civil Rights Compliance.**

### 14. Equal Opportunity Clause (applicable to contracts and subcontracts over \$10,000).

During the performance of this contract, the Firm agrees as follows:

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.



- c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
  - d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.
15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
16. Section 109 of the Housing and Community Development Act of 1974. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

17. Section 504 of the Rehabilitation Act of 1973, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
18. Age Discrimination Act of 1975. The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to \$100,000)  
The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

*[If this Contract is greater than \$100,000, include the following Section 3 language:]*

20. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The Firm agrees to send to each labor organization or representative of workers with which the Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Firm's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The Firm agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Firm will not subcontract with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. The Firm will certify that any vacant employment positions, including training positions, that are filled (1) after the Firm is selected but before the contract is executed, and (2) with persons other than those

to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Firm's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**PART V**  
**PROJECT TIME SCHEDULE**  
**ENGINEERING/ARCHITECTURAL/SURVEYOR**  
**PROFESSIONAL SERVICES**

<b>Activity To Be Completed by Date Specified:</b>		<b>Milestone Date</b>
Plans and Specifications Completed	Month 6	10/24/2017
Plans and Specifications Submitted for Approval (as required)	Month 6	10/24/2017
Construction Contract Awarded & Executed	Month 9	1/24/2018
Construction – 50% STEP project complete	Month 14	6/24/2018
Construction – 75% STEP project complete	Month 17	9/24/2018
Construction – 90% STEP project complete	Month 19	11/24/2018
Construction & Final Inspections Completed	Month 20	12/24/2018

# 14,587

# Resource Management & Consulting Co.

3729 Lamar Avenue, Paris, Texas 75460

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

APR 11 2017

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

## Response to Request for Proposal

\*\*\*\*\*

## HICKORY CREEK S.U.D. COUNTY OF HUNT

Texas Department of Agriculture

\*\*\*\*

# Resource Management & Consulting Co.

## Community Development Consultants

3729 Lamar Ave., Paris, Texas 75460

Phone (903) 784-6439

Fax (903) 784-2940

charles@grant-consultant.com

January 13, 2017

Hickory Creek S.U.D.  
101 N. First Street  
Celeste, Texas 75423

RE: Response to Request for Proposal  
Administration Services

Dear Mr. Wemhoener:

Thank you for the opportunity to submit this proposal to provide administrative services for your Texas Community Development Block Grant STEP project.

We operate a small firm that is service oriented. The success of our firm is based on the personal relationship we have with our clients and the personal service we provide them.

We believe that we can continue to effectively service the Hickory Creek SUD and County. We will be responsible for coordinating the project, making sure that all state and federal regulations are observed, keeping the project on a timely schedule, and insuring that the SUD and County's interests are pursued and protected.

As identified in the RFP, we have outlined information provided in this proposal as follows:

- One (1) original proposal and one (1) copy
- Professional qualifications and abilities - A statement of qualifications is provided in this proposal to emphasize to you that through education and experience we have the qualifications and abilities necessary to implement a successful project in a timely manner.
- Experience with administration of federally funded grant programs - We understand and have the capacity to provide the attention to details and timing that this program requires. We have an extensive familiarity with their rules and regulations. Provided is a recent list of clients where federally funded TxCDBG funded projects, among others, have been successfully completed, as well as projects now in progress.
- Services and cost estimate - We have provided a sample contract agreement to include professional management scope of services and a cost estimate in this proposal.

Please let us know if additional information is required, or if you have any questions.

Sincerely,



Charles Edwards  
Owner/Consultant

## Statement of Qualifications

Resource Management & Consulting Co. (RMCC) is a community development consulting firm which has been practicing in north and northeast Texas for over 27 years. Owners Charles and Rachel Edwards are active in the HOME and Texas Community Development Block Grant programs as managed by HUD and administered by the State of Texas. The firm specializes in the administration of State and Federal programs in conjunction with or on behalf of local jurisdictions.

RMCC has a successful history with the County of Hunt. RMCC has managed three previous TxCDBG projects for the County with success.

RMCC also provides many specialized services, tailored precisely to meet the needs of communities such as yours.

Management and planning services include:

- Developing grant and loan applications
- Administering grant and loan projects
- Comprehensive plans
- Land use regulations
- Enterprise Zone Designation
- Historic Districts and Main Streets
- Cost effective studies
- Utility rate studies
- Earnings/expense projects

Charles Edwards' experience includes successful writing and administering of grant applications offered by; Texas Department of Agriculture, Texas Department of Housing & Community Affairs, TCEQ, State Energy Conservation Office and Texas Parks & Wildlife. He has proven his management and organizational skills through the successful completion of various grant projects. Additionally, his extensive construction background has provided him with the organizational skills to manage projects to a timely completion. Charles has a Bachelor of Science degree from Texas A&M University – Commerce.

Rachel Edwards' experience includes working comprehensively with HOME Owner-Occupied Housing Assistance, Reservation System and Homebuyer Assistance programs offered through the TDHCA, as well as with the Texas Community Development Block Grant program. She regularly researches additional funding sources from federal, state and private foundation grants. Rachel has a Bachelor of Science degree from Texas A&M University – Commerce.

Denise Dority has extensive experience in the successful writing and administering of Community Development Block Grants, during previous employment and as a private consultant. In addition, Denise has experience with funding sources and contract administration for other government programs such as USDA Rural Development, TDA, EDA, TxDOT, NRCS, FEMA, TP&W and has proven ability to perform in an accurate and timely manner. Denise has provided for the successful implementation and closeout of many Community Development programs in and around north and northeast Texas.

**Relevant experience** with federal Community Development programs, through the Texas Department of Agriculture and Texas Department of Housing and Community Affairs include but are not limited to the following:

City of Alba

Lindy McCarty, City Secretary  
P. O. Box 197  
903/765-2396

2013 TxCDBG Street and Drainage Project  
2011 TDHCA HOME Reservation System  
2007 TxCDBG Water Improvements Project  
2003 TCDP Street Paving & Drainage Project  
1998 TCDP Sewer Improvements Project  
1993 TCDP Water System Improvements Project

City of Annona

George English, Mayor  
P.O. Box 107, 75550  
903/697-3681

2012 TDHCA HOME Reservation System  
2012 TXCDBG Water & Sewer Improvements Project  
2011 TDHCA HOME Reservation System  
2010 TxCDBG Disaster Relief Project - Drainage  
2009 TDHCA HOME Program Owner-Occupied  
2008 TxCDBG STEP Wastewater System Improvements Project  
2006 TDHCA HOME Program Owner-Occupied  
2006 TCDP STEP Water Improvements Project Award  
2005 TCDP STEP Water Improvements Project  
2002 TCDP Wastewater System Improvements Project  
1998 TCDP Wastewater System Improvements Project

City of Arp

Tracey Pritchett, City Secretary  
P. O. Drawer 68, 75750  
903/859-6131

2016 TxCDBG Infrastructure Improvements Project  
2013 HOME Reservation System  
2010 TxCDBG Sewer System Improvements Project  
2002 TCDP Water System Improvements Project  
1993 TCDP Water System Improvements Project  
1989 TCDP Wastewater Collection System Improvements

City of Blossom

Charlotte Burge, Mayor  
Stacy Prestridge, City Secretary  
P.O. Box 297, 75416  
903/982-5900

2015 TxCDBG Disaster Relief  
2011 TDHCA HOME Reservation System  
2011 TxCDBG Drainage Improvements Project  
2004 TCDP Wastewater Improvements Project  
2000 TCDP Wastewater Improvements Project  
1996 TCDP Wastewater Improvements Project

City of Bonham

514 Chestnut, 75418  
903/583-7555

2012 TDHCA HOME Reservation System  
2011 TDHCA HOME Reservation System  
2010 TDHCA HOME Owner Occupied Housing Assistance  
2008 TDHCA HOME Owner Occupied Housing Assistance  
2008 TxCDBG STEP Water Improvements  
2005 HOME American Dream Down payment Initiative  
2004 HOME Homebuyer Assistance Program  
2003 HOME Owner Occupied Housing Assistance Program

City of Chandler

John Taylor, City Manager  
811 Hwy 31E, 75758

2013 TDHCA HOME Reservation System  
2011 TDHCA HOME Reservation System

City of Commerce

Becky Patillo, Interim City Secretary  
1119 Alamo, 75428  
903/886-1100

2015/16 TxCDBG Downtown Revitalization Project  
2015 TxCDBG Water and Sewer Improvements Project  
2012 TDHCA HOME Reservation System  
2011 TxCDBG Water and Sewer Improvements Project  
2011 TDHCA HOME Reservation System  
2000 TDHCA HOME Owner Occupied Housing Assistance



Commerce Cont'd

2005 TCDP Sewer Improvements Project  
2005 HOME American Dream Downpayment Initiative  
2004 HOME Owner Occupied Housing Assistance Program  
2003 TCDP Water & Sewer Improvements Project  
2001 HOME Homebuyer Assistance Program  
2001 HOME Owner Occupied Housing Assistance Program  
2000 TCDP Water & Sewer Improvements Project  
2000 TDED Texas Capital Fund  
2000 TCDP Housing Infrastructure Fund  
1996 HOME Homebuyer Assistance Program  
1996 HOME Interim Construction Program  
1996 TCDP Housing Demonstration Fund  
1992 TCDP Water Treatment Plant Project

City of Cooper

Scotty Stegall, Mayor  
91 N. Side Square, 75432  
903/395-2217

2014 TxCDBG Disaster Relief Project  
2014 TxCDBG Water & Sewer Improvements Project  
2012 TDHCA HOME Reservation System  
2010 Texas Parks & Wildlife Small Communities Grant  
2009 TDHCA HOME Owner Occupied Housing Assistance  
2008, 2009, 2010 Municipal Solid Waste Grant  
2007 TxCDBG Water Improvements Project  
2006 TDHCA HOME Homebuyer Assistance  
2005 TCDP Water Improvements Project  
2004 TDHCA HOME Owner-Occupied Reconstruction  
2004 TCDP Wastewater Improvements Project  
2002 TCDP Wastewater System Improvements Project  
2001 TCDP Y vs. M - Street Paving Project  
2001 TCDP Disaster Relief Project  
1999 TCDP Wastewater System Improvements Project  
1997 TCDP Wastewater Main Project  
1996 TCDP Sewer Improvements Project  
1995 TCDP Y vs. C - Street Paving Project  
1992 TCDP Housing Rehabilitation  
1991 TCDP Wastewater Collection System Improvements

City of Deport

Jackie Dangerfield, City Secretary  
201 Main St., 75435  
903/652-3875

2016 TxCDBG Water, Sewer and Street Improvements Project  
2013 TxCDBG STEP Water Improvements Project  
2010 TxCDBG Water Improvements Project  
2008 TxCDBG STEP Water Improvements Project  
2006 TDHCA HOME Owner-Occupied Program  
2005 TCDP STEP Water Project  
2003 TCDP Water Improvements Project  
2003 TCDP Street Paving Project  
2000 TCDP Water & Wastewater Improvements Project  
1994 TCDP Sewer & Water Improvements Project  
1993 TCDP Sewer Improvements Project  
1990 TCDP Water Distribution System Improvements

City of Detroit

Kenneth Snodgrass, Mayor  
190 E. Garner, 75436  
903/674-4573

2015 TxCDBG Street Improvements Project  
2014 TDHCA HOME Reservation System  
2011 TDHCA HOME Reservation System  
2010 TxCDBG Street Improvements Project  
2010 TxCDBG Disaster Relief Project  
2009 TDHCA HOME Program Owner-Occupied  
2008 TxCDBG Sewer & Water Improvements  
2007 TxCDBG STEP Water Project  
2006 TDHCA HOME Program Owner-Occupied  
2004 TCDP Wastewater Improvements Project  
2003 TCDP Sewer, Street & Drainage Project

Detroit Cont'd

2001 TCDP & TWDB Wastewater Improvements Project  
1998 TCDP Wastewater Improvements Project  
1994 TCDP Wastewater Improvements Project

City of East Tawakoni  
Johnnie LaPrade, Mayor  
288 Briggs Blvd., 75453  
903/447-2444

2012 TxCDBG Sewer Improvements Project  
2007 TxCDBG STEP Water Improvements Project  
2000 TCDP Water & Sewer Improvements Project  
1998 TCDP Comprehensive Planning Project

City of Edgewood  
Petra Marley, City Administrator  
107 W.S. Front St, 75117  
903/896-4448

2016 TxCDBG Infrastructure Improvements Project  
2015 Texas Parks & Wildlife Park Project  
2012 TDHCA HOME Reservation System  
2011 TDHCA HOME Reservation System  
2010 TxCDBG Sewer Improvements Project  
2009 TDHCA HOME Program Owner-Occupied  
2007 Texas Parks & Wildlife  
2006 TDHCA HOME Owner-Occupied Project  
2006 TCDP STEP Sewer Improvements Project  
2005 TCDP Water System Improvements Project  
2004 TCDP STEP Water System Improvements Project  
2003 HOME Homebuyer Assistance Project  
2003 TCDP Street Paving Project  
2001 TCDP STEP Water & Wastewater Improvements  
1998 TCDP Water & Wastewater Improvements Project

City of Paris  
Gene Anderson, Finance Director  
P.O. Box 9037, 75461  
903-785-7511

2016 TxCDBG Infrastructure Improvements Project  
2014 TxCDBG Disaster Relief Project  
2012 TDHCA HOME Reservation System  
2011 TDHCA HOME Reservation System  
2009 TxCDBG Sewer Improvements Project  
2008 TDHCA HOME Owner Occupied Housing Assistance  
2008 TxCDBG STEP Water Improvements Project  
2003 TDHCA Homebuyer Assistance

City of Pecan Gap  
Warner Cheney, Mayor  
P.O. Box 69, 75469

2012 TxCDBG Street Improvements Project  
2006 TCDP Sewer Improvements Project

City of Point  
Angelia Goode, City Secretary  
365 N. Locust, 75472  
903-598-3296

2016 TxCDBG Community Enhancement Fund Project  
2013 TxCDBG Water Improvements Project  
2012 TDHCA HOME Reservation System  
2007 TDHCA Owner-Occupied Assistance  
2007 TxCDBG Water Storage Improvements Project  
2007 TxCDBG STEP Water Improvements Project  
2007 TDHCA HOME Owner-Occupied Assistance  
2004 TCDP Water Improvements Project  
1996 TCDP Disaster Relief Project  
1993 TCDP Sewer Improvements Project

City of Roxton  
Phillip Rutherford, Mayor  
Janet Wheeler, City Secretary  
105 Pecan Street, 75477  
903-346-3535

2014 TxCDBG Disaster Relief Project  
2014 TxCDBG Sewer Improvements Project  
2012 TDHCA HOME Reservation System  
2011 TDHCA HOME Reservation System  
2009 TxCDBG STEP Water Improvements Project  
2008 TDHCA HOME Owner Occupied Housing Assistance

Roxton Cont'd

2008 TxCDBG Water & Sewer Improvements  
2005 TCDP STEP Water System Improvements  
2004 TDHCA HOME Owner-Occupied Housing Assistance  
2004 TCDP Wastewater Improvements Project  
1998 TCDP Comprehensive Planning Project

City of Tioga

Donna Carney, City Secretary  
940-437-2351

2014 TDHCA HOME Reservation System  
2014 TxCDBG Water/Sewer Improvements Project  
2012 TxCDBG Sewer Improvements Project  
2008 TxCDBG Wastewater Improvements  
2001 TxCDBG Water Improvements Project

City of Trenton

Rodney Alexander, Mayor  
Jaime Davis, City Secretary  
P. O. Box 44, 75490  
903/989-2237

2015 TxCDBG Street Improvement Project  
2011 TxCDBG Sewer Improvements Project  
2006 TCDP Street Paving Project  
2004 TCDP Sewer Improvements Project  
2003 TCDP STEP Water & Sewer Improvements Project  
1997 TCDP Water & Wastewater Improvements Project

City of Trinidad

Terri Newhouse, City Administrator  
P.O. Box 345, 75163  
903/778-2525

2013 TxCDBG Water Improvements Project  
2012 TDHCA HOME Reservation System  
2011 TDHCA HOME Reservation System  
2008 TDHCA HOME Owner-Occupied Housing Assistance  
2008 TxCDBG Wastewater Improvements  
2004 TCDP STEP Sewer System Improvements Project  
2004 TDHCA HOME Owner-Occupied Housing Assistance  
2001 TCDP Wastewater Improvements Project  
2000 TCDP Wastewater Improvements Project  
1998 TCDP Wastewater Improvements Project

County of Delta

Jason Murray, County Judge  
200 W. Dallas  
Cooper, Texas 75432  
903/395-4400

2016 TxCDBG Water Improvements Project  
2014 TxCDBG Disaster Relief Project  
2012 TDHCA HOME Reservation System  
2011 TDHCA HOME Reservation System  
2010 TxCDBG Disaster Relief Project  
2009 TxCDBG ARRA Water Improvements Project  
2008 TDHCA HOME Owner-Occupied Housing Assistance  
2007 TxCDBG STEP Water Improvements Project  
2004 TCDP Housing Rehabilitation/Reconstruction  
1996 TCDP Disaster Relief Water Improvements Project

County of Hunt

John Horn, County Judge  
2507 Lee Street  
Greenville, Texas 75401  
(903) 408-4146

2014 TxCDBG STEP Water Improvements Project  
2010 TxCDBG STEP Water Improvements Project  
2009 TxCDBG STEP Water Improvements Project

County of Lamar

M. C. Superville, Jr., County Judge  
119 Main St.  
Paris, Texas 75460  
903/737-2410

2014 TxCDBG Disaster Relief Project  
2014 TDHCA HOME Reservation System  
2012 TxCDBG Water Improvements Project  
2010 TDHCA HOME Reservation System  
2010 TxCDBG Disaster Relief Project  
2009 TxCDBG STEP Water Improvements

Lamar County Cont'd

2008 TDHCA HOME Owner-Occupied Housing Assistance  
2008 TxCDBG Disaster Relief  
2007 TDHCA HOME Owner-Occupied Housing Assistance  
2007 TxCDBG STEP LCWS Water Improvements Project  
2007 TxCDBG STEP MJC Water Improvements Project  
2007 TDHCA HOME Owner-Occupied Assistance  
2006 TCDP STEP Emberson Water Service Project  
2005 TCDP STEP Choctaw Ridge Water Service Project  
2003 HOME Program Owner-Occupied Housing Assistance  
2003 TCDP STEP MJC/Pinhook Water Service Project  
2003 TCDP LCWS Water Service Project  
2001 TCDP Disaster Relief Fund/NRCS Project  
2000 TCDP First Time Water Service Project

County of Red River

Camille Hines, County Auditor  
400 N. Walnut  
Clarksville, Texas 75426  
903/427-2680

2014 TDHCA HOME Reservation System  
2013 TxCDBG Street Improvements Project  
2013 TxCDBG Disaster Relief Project  
2011 TDHCA HOME Reservation System  
2010 TxCDBG Disaster Relief Project  
2008 TxCDBG STEP Water Improvements Project  
2008 TxCDBG Disaster Relief  
2008 TxCDBG Water Improvements  
2006 TCDP STEP RRCWS FM114 Water Project  
2006 TCDP STEP 410 WSC Water Project  
2005 Non-Border Colonia Fund Water Project  
2004 TCDP STEP English - RRC Water Improvements  
2003 TCDP STEP RRCWS First-Time Water Project  
2001 TCDP STEP 410 WSC - Kanawha Water Project

## SCOPE OF SERVICES

Resource Management & Consulting Co. shall provide the following scope of services (as necessary):

### A. Project Management

1. Develop a recordkeeping system consistent with program guidelines, including the establishment of a filing system.
2. Provide maintenance of the filing system.
3. Provide general advice and technical assistance to the City personnel on implementation of project and regulatory matters.
4. Assist in the procurement of professional consulting engineering services through the request for proposal process, if applicable, and as required by the TxCDBG regulations.
5. Furnish City with necessary forms and procedures required for implementation of project.
6. Assist the City in meeting all special condition requirements that may be stipulated in the contract between the City and TDA.
7. Prepare and submit to TDA documentation necessary for amending the TxCDBG contract.
8. Conduct re-assessment of environmental clearance for any program amendments (additional fees may apply).
9. Prepare and submit quarterly reports (progress and minority hiring).
10. Prepare Financial Information Report(s) for City.
11. Establish procedures to document expenditures associated with local administration of the project (if applicable).
12. Provide guidance and assistance to City regarding acquisition of property (if applicable):
  - Submit required reports concerning acquisition activities to TDA;
  - Establish a separate acquisition file for each parcel of real property acquired;
  - Determine necessary method(s) for acquiring real property;
  - Prepare correspondence to the property owners for the City's signature to acquire the property or to secure an easement; and
  - Assist the City in negotiation with property owner(s).
13. Maintain TxCDBG Property Management register for any property/equipment purchased or leased.
14. Serve as liaison for the City during any monitoring visit by staff representatives from either TDA or the U.S. Department of Housing and Urban Development (HUD).

### B. Financial Management

1. Assist the City in proving its ability to manage the grant funds to the state's audit division.
2. Assist the City in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
3. Assist the City in submitting the required Accounting System Certification letter, Direct Deposit Authorization Form (if applicable), and/or Depository/Authorized Signatory form to TDA.
4. Prepare all fund drawdowns on behalf of the City in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
5. Review invoices received for payment and file back-up documentation.
6. Provide general advice and technical assistance to City personnel on implementation of project and regulatory matters.
7. Assist the City in establishing procedures to handle the use of any TxCDBG program income.

### C. Environmental Review

1. Prepare environmental assessment.

2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.
4. Prepare any required re-assessment of environmental assessment (additional fees may apply).
5. Prepare Request for Release of Funds and certifications to be sent to TDA.

D. Acquisition

1. Prepare required acquisition reports(s).
2. Obtain documentation of ownership for City-owned property and/or Right of Way (ROWs).
3. Maintain a separate file for each parcel of real property acquired.
4. Determine necessary method(s) for acquiring real property.
5. Prepare correspondence with property owners.
6. Assist City in negotiations with property owner(s).
7. Prepare required acquisition reports and submit to TDA.

E. Construction Management

1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable).
  - Assist City in determining whether and/or what TxCDBG contract activities will be carried out in whole or in part via force account labor.
  - Assist City in determining whether or not it will be necessary to hire temporary employees to specifically carry out TxCDBG contract activities.
  - Assist City in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
2. Assist City in documenting compliance with all federal and state requirements related to equal employment opportunity.
3. Assist City in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
4. Provide assistance to or act as local labor standards officer. Notify TDA in writing of name, address, and phone number of appointed labor standards compliance officer.
5. Request wage rates from TDA.
6. Provide sample TxCDBG contract documents to engineer.
7. Make ten-day call to TDA.
8. Verify construction contractor eligibility with TDA.
9. Review construction contract.
10. Conduct pre-construction conference and prepare minutes.
11. Submit any reports of additional classification and rates to TDA.
12. Issue Notice of Start of Construction to TDA.
13. Review weekly payrolls, including compliance follow-ups. Conduct employee interviews.
14. Process change orders approved by City and the project engineer and submit to TDA prior to execution with the construction contractor.
15. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to TDA.
16. Provide general advice and technical assistance to City personnel on implementation of project and regulatory matters.

F. Fair Housing / Equal Opportunity

1. Assist the City in developing, implementing and documenting new activities to affirmatively further fair housing during the contract period.

2. Maintain documentation of all project beneficiaries by ethnicity and gender.
3. Assist with the development and administration of the Citizen Participation Plan, including grievance procedures.
4. Assist with Section 3 requirements.
5. Assist with all Section 504 requirements.
6. Assist with providing all applicable equal opportunity provisions and certifications for inclusion in bid packet.
7. Ensure adoption of Excessive Force provision.
8. Ensure the adequate publication of required notices.

G. Relocation

1. Prepare and submit local relocation guidelines to TDA for approval.
2. Assist City in identifying individuals to be relocated and prepare appropriate notices.
3. Interview relocatees and identify assistance needs.
4. Maintain a relocation record for each individual/family.
5. Provide education/assistance to relocatees.
6. Inventory local available housing resources and maintain a referral list.
7. Issue appropriate notices to relocatees.
8. Ensure that all payments are made in a timely manner.

H. Rehabilitation of Private Property

1. Prepare and submit local rehabilitation guidelines to TDA for approval.
2. Assist City in establishing escrow account and obtaining TDA approval.
3. Develop outreach and necessary application processing/verification forms.
4. Screen applicants.
5. Prepare work write-ups and cost estimates.
6. Issue Notice to Proceed to construction contractor(s).
7. Conduct interim/final inspections, process final contract documents, and maintain a record of beneficiaries.
8. Maintain client files following TDA requirements.

I. Audit / Close-out Procedures

1. Prepare the final Project Completion Report, including the General Report, Recipient Beneficiary Report, Final Financial Interest Report, and any required documentation regarding citizen participation/equal rights/fair housing and Certificate of Completion.
2. Assist City in resolving any monitoring and audit findings.
3. Assist City in resolving any third party claims.
4. Provide auditor with TxCDBG audit guidelines.

**Administration Services  
TxCDBG STEP Cost Estimate**

Service	Cost	Percent
Financial Management	\$5,000	17%
Recordkeeping Requirements	6,500	22%
Environmental Clearance Procedures	5,500	18%
Civil Rights/EEO Requirements	5,500	18%
Labor Standards Monitoring	4,500	15%
Contract Close-Out	3,000	10%
Total Cost Estimate:	<u>\$30,000</u>	<u>100%</u>

THE ABOVE SERVICES IS INTENDED TO IDENTIFY THE MAJOR ELEMENTS ASSOCIATED WITH THE MANAGEMENT AND IMPLEMENTATION OF PUBLIC WORK PROJECTS UTILIZING TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS. IT IS OUR INTENTION AND PRACTICE TO PROVIDE OUR CLIENTS WITH ALL NECESSARY AND REQUIRED ASSISTANCE TO SUCCESSFULLY COMPLETE THE PROGRAM MANAGEMENT ASPECT OF THEIR PROJECT WITHIN THE COST ESTIMATE STATED.

\*THIS COST ESTIMATE IS BASED ON A TXCDBG STEP GRANT AWARD FOR AN INDIVIDUAL LOCATION/PROJECT TYPE.



**SAM Search Results**  
**List of records matching your search for :**

**Search Term : "resource management & consulting co.\*"**  
**Record Status: Active**

**No Search Results**



TEXAS DEPARTMENT OF AGRICULTURE  
COMMISSIONER SID MILLER

AWARDED TO

**Charles Edwards**

This is to certify that the above named individual has completed the

Texas Department of Agriculture's

Texas Community Development Block Grant Implementation Workshop

And is certified to Administer TxCDBG contracts.

Awarded this 15<sup>th</sup> day of August 2016

Suzanne Barnard Director for Community Development Block Grant Program

# 14,588

**Proclamation for  
Motorcycle Safety & Awareness Month, May 2017**

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

APR 11 2017

JENNIFER LINDENZWEIG  
By County Clerk Hunt County, TX

*WHEREAS, today's society is finding more citizens involved in motorcycling on the roads of our country; and*

*WHEREAS, motorcyclists are roughly unprotected and therefore more prone to injury or death in a crash than other vehicle drivers; and*

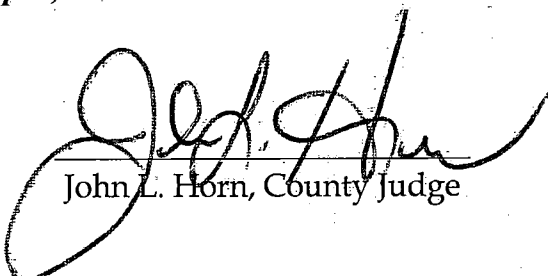
*WHEREAS, campaigns have helped inform riders and motorists alike on motorcycle safety issues to reduce motorcycle related risks, injuries, and, most of all, fatalities, through a comprehensive approach to motorcycle safety; and*

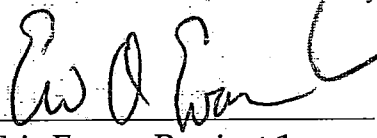
*WHEREAS, it is the responsibility of all who put themselves behind the wheel, to become aware of motorcyclists, regarding them with the same respect as any other vehicle traveling the highways of this country; and it is the responsibility of riders and motorists alike to obey all traffic laws and safety rules; and*

*WHEREAS, urging all citizens of our community to become aware of the inherent danger involved in operating a motorcycle, and for riders and motorists alike to give each other the mutual respect they deserve;*

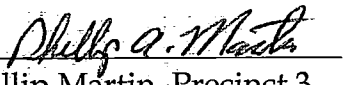
*NOW, THEREFORE, the Commissioner's Court of Hunt County, Texas do hereby proclaim the month of May, as Motorcycle Safety and Awareness Month in this county. Further, I urge all residents to do their part to increase safety and awareness in our community.*

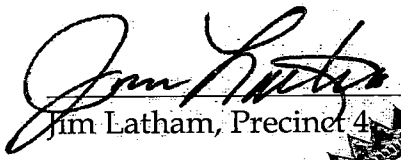
*Passed this 11<sup>th</sup> day of April, 2017.*

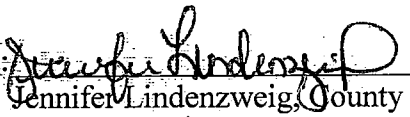
  
John L. Horn, County Judge

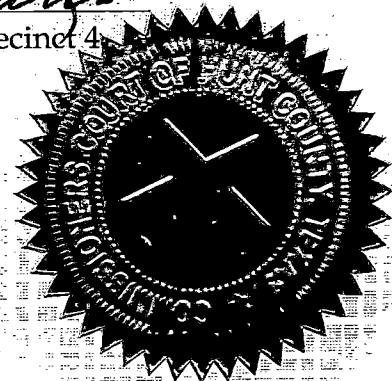
  
Eric Evans, Precinct 1

  
Tod McMahan, Precinct 2

  
Phillip Martin, Precinct 3

  
Jim Latham, Precinct 4

Attest:   
Jennifer Lindenzweig, County Clerk



#14,589

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

**AGREEMENT FOR PROFESSIONAL SERVICES**

STATE OF TEXAS §

COUNTY OF HUNT §

APR 11 2017

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

This Agreement is entered into by Hunt County, hereinafter called "Owner" and Freese and Nichols, Inc., hereinafter called "FNI." In consideration of the Agreements herein, the parties agree as follows:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement: Owner agrees to employ FNI; FNI agrees to perform professional services in connection with the Program; Owner agrees to pay FNI compensation. The Project is described as follows: Assist Hunt County with the program management and oversight, design and design management, contractor procurement, and construction contract administration during the execution phase of the Hunt County Transportation Bond Program in accordance with the publicly approved bond initiative.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with bond program implementation as set forth in Attachment SC - Scope of Services and Responsibilities of Owner which is attached to and made a part of this Agreement.
- III. **WORK AUTHORIZATIONS:** In addition to, and as a supplement to this agreement, The Owner will issue separate work authorizations for individual or a group of transportation bond projects under this contract. Conditions governing the use of work authorizations are set forth as follows:
  - A. **CONTENTS:** Each work authorization will specify (1) the types and scope of services to be performed; (2) a period of performance with a beginning and ending date; (3) a full description of the work to be performed; (4) a work schedule with milestones; (5) a work authorization budget with a limiting Not-to-Exceed (NTE) amount, calculated using the unit fee schedules set forth in Attachment CO, Fee Schedule.
  - B. **INCORPORATION INTO CONTRACT:** Each work authorization shall be signed by both parties and become a part of the contract. No work authorization will waive the Owner's and FNI's responsibilities and obligations established in this contract. FNI shall promptly notify the Owner of any event that will affect completion of the work authorization.
- IV. **COMPENSATION:** Owner agrees to pay FNI for all professional services rendered under this Agreement will be in accordance with billing rates provided in Attachment CO – FEE SCHEDULE which is attached hereto and made a part of this Agreement. Compensation will be based on Time, Materials, and Expenses (TME) utilizing the billing rates established in Attachment CO-FEE SCHEDULE. Each Work Authorization will establish a limiting Not-to-Exceed (NTE) amount for the specific services described. Subconsultant services shall be subject to a 10% markup as fair compensation for associated costs and risks to FNI. Owner agrees to pay FNI within thirty (30) days of receipt of the following described invoice. FNI will bill for said services on a schedule prearranged with the Owner and commensurate with services completed by FNI by submitting to the County Judge's office with a copy to the County Auditor, an invoice detailing services performed, along with billable hours and costs associated with each service provided to and accepted as satisfactory by the Owner. The purchase order number must be included on each invoice.

Reviewed by Hunt County Civil Attorney

V. **TERMS AND CONDITIONS OF Agreement:** The Terms and Conditions of Agreement as set forth as Attachment TC shall govern the relationship between the Owner and FNI.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Owner and FNI, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and FNI and not for the benefit of any other party.

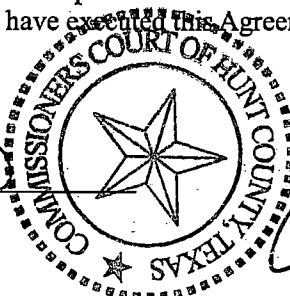
This Agreement constitutes the entire Agreement between Owner and FNI and supersedes all prior written or oral understandings.

This contract is executed in two counterparts.

IN TESTIMONY HEREOF, they have executed this Agreement, the 11 day of April, 2017

ATTEST:

*Jennifer Lindsey*



Hunt County  
(Owner)

*[Signature]*

John L. Horn  
Print Name and Title

ATTEST:

\_\_\_\_\_

Freese and Nichols, Inc.  
(FNI)

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

## SCOPE OF SERVICES AND RESPONSIBILITIES OF Owner

### ARTICLE I

**SERVICES:** The intent of this contract is to provide management, engineering and construction contract administrative support to Hunt County for the execution phase of the Transportation Bond Program. This program is defined by the planning documents prepared by FNI for Hunt County and as approved by the citizens of Hunt County in the November 8, 2016, bond election. The list of projects is provided in the attached Bond Program Budget Summary. FNI shall render the following professional services in connection with the execution and completion of the projects listed in the attached Bond Program Budget Summary:

- A. Program Management Plan— A Program Management Plan (PMP) will be created to provide an execution schedule and budget for each of the approved projects along with an operational program cash flow. We will coordinate the components of this plan closely with Hunt County throughout this planning and development phase. We will participate in and support various meetings with program participants and stakeholders will be conducted throughout this program planning phase. This plan will be ready for review by Hunt County during May of 2017, and we will address all received comments within two weeks after receipt. We will conduct informational workshops with each of the County Commissioners on the program execution specifics and address all received questions. Once approved and adopted by the Hunt County Commissioners Court, the funding plan described in the PMP will be approved as an addendum to this contract.
  
- B. Program Management—Authorization of these services, will include managing master schedules and budgets at the program level. All communications and reporting with Hunt County will be coordinated through the FNI Program Management team including monthly and annual reports to the Hunt County Transportation Steering Committee and periodic reports to the Hunt County Commissioners Court as requested. FNI will define all documentation processes so that a record of all project development, communication, and management activities are turned over to Hunt County in a format acceptable to Hunt County at the completion of each individual project. The specific tasks include:
  - a. Preliminary project planning with stakeholders
  - b. Project schedule development
  - c. Project budget refinements
  - d. Project Management Plans
  - e. Subconsultant contract development & coordination. FNI will solicit qualifications from potential local Hunt County subconsultants to support the program by providing the following services.
    - i. Survey and Mapping
    - ii. Subsurface Utility Engineering (SUE)
    - iii. Geotechnical Investigations
    - iv. Real estate agents
  - f. Public Outreach Planning
  - g. Quality Assurance Plan
  - h. Process and Reporting Plans
  - i. Program funding solicitation
  - j. Agency coordination and negotiation – NCTCOG, TxDOT, FHWA
  
- C. Design Development — This includes performing topographic and boundary surveys, traffic data collection, geotechnical investigations, hydrologic analysis, and collection of environmental data and other information required for developing preliminary design concepts in coordination with TxDOT-Paris District. Traffic modeling and operational analysis will be performed to develop intersection designs. Initial coordination with municipal and franchise utilities will be conducted. FNI will advise the Owner of any required special investigations that may be required for a specific project site; these may include more

detailed geotechnical and foundation investigations, hydrologic analysis and hydraulic modeling at creek crossings, and unforeseen conditions that may require specialized services. Specific tasks will be included in the individual work authorizations:

- a. Typical section alternatives analysis and development
- b. Preliminary alignment alternatives analysis
- c. Preliminary environmental clearance analysis and coordination
- d. TxDOT and other stakeholder coordination
- e. Subconsultant contract development
- f. Preliminary ROW impact evaluation
- g. Utility coordination
- h. Cost estimate updates

Following data collection and approval of the preliminary design, FNI will prepare Plans, Specifications and Estimates (PS&E) documents in accordance with the Texas Department of Transportation requirements. FNI will make good faith efforts to utilize locally-based (Hunt County) contractors as second tier subcontractors who are TxDOT pre-certified in support of surveying and geotechnical investigation services to be provided under this agreement.

## ARTICLE II

**ADDITIONAL SERVICES:** The following Additional Services are not included in the above described Basic Services, but can be performed or coordinated by FNI with additional authorization by the Hunt County Commissioners Court. Upon request, a Proposal for Additional Services will be submitted for review and approval which will include a description of the requested Scope of Work, an Itemized Fee Calculation and any proposed extension of the contract time. These Additional Services are described as follows:

- A. Making revisions to drawings, specifications on other documents when such revisions are 1) not consistent with approvals or instructions previously given by Owner or 2) due to other causes not solely within the control of FNI.
- B. Preparing data and reports for assistance to Owner in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- C. Assisting Owner in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s) and/or other litigants.
- D. Assisting Owner in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- E. Advanced environmental services not typically required by transportation projects similar to those within the Hunt County Transportation Bond Program, including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses and other assistance required to address environmental issues beyond the initial environmental clearance process define in the current scope.
- F. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.

- G. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Owner.

### ARTICLE III

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete these services in accordance with the work authorization schedules for each project. An additional 60 days of effort beyond the final program completion date is anticipated for final billings and contract closeout processes.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay or contract cost due to overtime charges if additional contract days are infeasible. These delays may include but are not limited to delays in Owner or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

### ARTICLE IV

RESPONSIBILITIES OF Owner: Owner shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to FNI's services for the Project as approved by the Commissioners Court in accordance with State Law.
- B. Provide all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the drawings and specifications.
- C. Assist FNI by placing at FNI's disposal all available information pertinent to the Transportation Bond Program Projects, including reports and any other data relative to planning, design, permitting, construction, funding, etc. of each Project.
- D. Support and participate in, whenever possible, planning, design and construction meetings with project sponsors and funding agencies contractors to discuss project status and details. Assist in the arrangement of these meetings if necessary.
- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Owner deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- G. Give prompt written notice to FNI whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services.
- H. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article II of this Agreement or other services as required.



I. Bear all costs incident to compliance with the requirements of this Article IV.

ARTICLE V

**DESIGNATED REPRESENTATIVES:** FNI and Owner designate the following representatives:

Owner's Designated Representative

Judge John Horn  
Hunt County Courthouse  
2507 Lee Street  
Greenville, Texas 75401  
817-598-6148 (o)  
817-598-6199 (i)

FNI's Designated Representative

Chris Bosco, P.E.  
40565 International Plaza, Suite 200  
Fort Worth, Texas 76109  
817-881-9132 (m)  
[cb@freese.com](mailto:cb@freese.com)

FNI's Accounting Representative

Stephanie Kirchstein  
2711 North Haskell Avenue, Suite 3300  
Dallas, Texas 75204  
214-217-2212 (o)  
[Stephanie.kirchstein@freese.com](mailto:Stephanie.kirchstein@freese.com)

**Billing Rates****Freese and Nichols, Inc.**

<u>Staff Classification</u>	<u>Hourly Billing Rate</u>
Principal (Professional – 6)	\$ 240.00
Project Manager (Professional - 5)	\$ 209.00
Senior Engineer (Professional - 4)	\$ 178.00
Project Engineer (Professional - 3)	\$ 156.00
Engineer-in-Training (Professional - 2)	\$ 137.00
Engineer-in-Training (Professional - 1)	\$ 113.00
Cadd Technician/Designer – 3	\$ 153.00
Cadd Technician/Designer – 2	\$ 126.00
(Cadd Technician/Designer – 1)	\$ 96.00
Sr. Environmental Scientist (Professional – 6)	\$ 240.00
Env. Scientist Level V (Professional – 5)	\$ 209.00
Env. Scientist Level IV (Professional – 4)	\$ 178.00
Env. Scientist Level II (Professional – 1)	\$ 96.00
GIS Analyst (Professional – 1)	\$ 96.00
Corporate Project Support -1	\$ 92.00
Corporate Project Support - 2	\$ 111.00
Corporate Project Support - 3	\$ 148.00
Intern	\$ 57.00

**Note: These rates are subject to annual adjustment**

**Rates for In-House Services**

**Technology Charge**

\$8.50 per hour

**Travel**

Standard IRS Rates

**Bulk Printing and Reproduction**

	<u>B&amp;W</u>	<u>Color</u>
Small Format (per copy)	\$0.10	\$0.25
Large Format (per sq. ft.)		
Bond	\$0.25	\$0.75
Glossy / Mylar	\$0.75	\$1.25
Vinyl / Adhesive	\$1.50	\$2.00
Mounting (per sq. ft.)	\$2.00	
Binding (per binding)	\$0.25	

**OTHER DIRECT EXPENSES:**

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15, to the extent allowed by law. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members.

**Note: These rates are subject to annual adjustment**

**Surveying and Mapping Services****Billing Rates:**

<b>DESCRIPTION OF SERVICE</b>	<b>HOURLY RATE</b>
RPLS - PRINCIPAL	\$ 165.00
RPLS - PROJECT MANAGER	\$ 145.00
RPLS - TASK LEADER	\$ 120.00
SENIOR SURVEY TECHNICIAN	\$ 96.00
SURVEY TECHNICIAN	\$ 86.00
1 – PERSON SURVEY CREW (INCLUDES TOTAL STATION AND GPS VRS UNIT)	\$ 110.00
2 – PERSON SURVEY CREW (INCLUDES TOTAL STATION AND GPS VRS UNIT)	\$ 150.00
3 – PERSON SURVEY CREW (INCLUDES TOTAL STATION AND GPS VRS UNIT)	\$ 185.00
1 - PERSON HD LASER SCANNING CREW	\$ 190.00
PROJECT COORDINATOR – MOBILE LIDAR	\$ 115.00
LIDAR PROCESSING TECHNICIAN	\$ 96.00

**DIRECT EXPENSES:**

Lodging	\$ 95.00/Night
Per Diem	\$ 46.00/Day
Mileage	\$ 0.55/Mile
FedEx Shipping	\$ Direct Cost
LIDAR Mobile Mapping System	\$ 7,500.00/Day

**Mobile LiDAR Topographic Mapping**

The mobile LiDAR topographic fees are based on acquiring data for all sites within a 2-day period. If each project is collected separately there will be another \$7,500.00 per day added to the cost.

- Notes:** 1. These rates are subject to annual adjustment.  
2. Hotel lodging will be reimbursed only for establishments located in Hunt County.

**Subsurface Utility Engineering Services (SUE)**

**Definitions:**

Quality Level D - Information derived from existing records.

Quality Level C - Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to Quality Level D.

Quality Level B - Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities.

Quality Level A - Precise horizontal and vertical location of utilities obtained by the actual exposure and subsequent measurement of subsurface utilities, usually at a specific point

**SUE Billing Rates:**

Quality Level C/D                      \$0.50/LF

Quality Level B                         \$1.50/LF

QL B SUE will be performed on telecommunications, electric, lighting, traffic signal, gas, pipelines, and sanitary sewer. QLC/D SUE will be performed on overhead utilities as well as non-tonable underground utilities (primarily PVC and AC water lines).

**Note: These rates are subject to annual adjustment.**

**Billing Rates**

**Geotechnical Services – Pavement Design**

**Billing Rates:**

**Engineering & Administrative Personnel**

Senior Project Manager, PE	\$195.00per hour
Pavement Engineer, PE	\$140.00per hour
Staff Engineer, EIT	\$95.00per hour
Engineering Tech	\$80.00per hour

**Direct Costs**

Non-Destructive Deflection Testing	
a. Equipment Mobilization	\$3.00per mile
d. Heavy Weight Deflection (HWD)	\$2,800.00day
Traffic Control - (Per TMUTCD)	
a. Traffic Signs	\$500.00day
b. Crash Truck w/attenuator	\$1,000.00day
c. Certified Flagman	\$65.00hour
d. Flashing Arrow Board	\$650.00day
Lodging/Hotel - Taxes and Fees	\$83.00day/person
Lodging/Hotel (Taxes/fees not included)	\$35.00day/person
Meals (Excluding alcohol & tips) (Overnight stay)	\$51.00day/person

**Notes: 1. These rates are subject to annual adjustment.**

**2. Hotel lodging will be reimbursed only for establishments located in Hunt County.**

**Billing Rates****Geotechnical Investigation and Engineering****Geotechnical Field Work:**

Drill Rig Mobilization/Demobilization	\$750.00 LS
Drilling and Sampling with Texas Cone Penetration	\$33.00 per ft
Drilling and Sampling with Texas Cone Penetration	\$40.00 per ft
Drilling and Sampling without Texas Cone	\$30.00 per ft
Traffic Control	\$2,500.00 per
Pavement Coring Mobilization, Equipment, Crew	\$500.00 per day
Pavement Coring (0" - 12")	\$10.00 per inch
Pavement Patching	\$50.00 each
Lodging and Meals (3-person crew)	\$450.00 per day
Vehicle Trips (includes trips for support trucks)	\$100.00 per trip

**Laboratory Testing**

Moisture Content	\$15.00 each
Atterberg Limits	\$75.00 each
Percent Passing No. 200 Sieve	\$35.00 each
Sieve Analysis	\$45.00 each
Hydrometer	\$125.00 each
One Dimensional Consolidation Properties of Soil	\$375.00 each
Determination of Sulfate Content	\$120.00 each
Unconfined Compressive Strength - Soil	\$55.00 each
Unconfined Compressive Strength - Rock	\$65.00 each

**Geotechnical Engineering**

Project Manager, P.E.	\$195.00 per hour
Senior Engineer, P.E.	\$165.00 per hour
Project Engineer	\$140.00 per hour
Staff Engineer (field coordination, logging, and	\$95.00 per hour
Admin/Typist	\$60.00 per hour

**Note: These rates are subject to annual adjustment.**

**ROW Acquisition and Relocation Fees:****MILESTONE BILLING SCHEDULE**

<b>RIGHT OF ENTRY PER PARCEL</b>		<b>\$400</b>
Billed upon initiation of Right of Entry	100%	\$400

<b>APPRAISALS</b>	<b>INITIAL</b>	<b>UPDATE REPORT FOR ED</b>
Vacant Land	\$3,500	\$2,300
Residential	\$4,200	\$3,100
Commercial	\$5,300	\$4,000
Appraisal Review	\$1,400	\$1,200
Prep and Testimony for ED hearings - \$250/hour		
Note: If FNI directs subconsultant to cease working on an appraisal, compensation for the appraisal will be proportionate to the level of effort made to date.		

<b>NEGOTIATIONS PER PARCEL</b>		<b>\$7,500</b>
Billing No. 1 – Initial Offer Made	40%	\$3,000
Billing No. 2 – Signed MOA or Final Offer Letter Sent	40%	\$3,000
Billing No. 3 – Closing or E.D. Package Submitted	20%	\$1,500

<b>BUSINESS RELOCATION PER DISPLACEE</b>		<b>\$6,500</b>
Billing No. 1 - 90-day letter presented	30%	\$1,950
Billing No. 2 - Property Vacated	50%	\$3,250
Billing No. 3 - Relo claims complete	20%	\$1,300

<b>RESIDENTIAL RELOCATION PER DISPLACEE</b>		<b>\$6,000</b>
Billing No. 1 - 90-day letter presented	40%	\$2,400
Billing No. 2 - Property Vacated	40%	\$2,400
Billing No. 3 - Relo claims complete	20%	\$1,200

<b>PERSONAL PROPERTY &amp; STORAGE UNIT RELOCATION PER DISPLACEE</b>		<b>\$2,000</b>
Billing No. 1 - 90-day letter presented	40%	\$800
Billing No. 2 - Property Vacated	60%	\$1,200

<b>CONDEMNATION PER PARCEL</b>		<b>\$4,500</b>
Billing No. 1 – Payment of Award requested	40%	\$1,800
Billing No. 2 – Commissioners payment requested	40%	\$1,800
Billing No. 3 – Title Policy received and file closed	20%	\$900

Note: FNI may opt to compensate all condemnation services hourly as shown on the hourly rate schedule.



**Note: If FNI or the County directs the subconsultant to cease working on a parcel negotiation, relocation or condemnation, the milestone currently being worked on will be payable in full upon submittal of the file to that point. Compensation for the ROW PM to prepare and attend County Commissioners Court, Public Meetings or any special meeting will be paid on an hourly basis per the hourly rate schedule. Compensation for these activities is not included in the milestone billing fees.**

### ROW ACQUISITION HOURLY RATES

Compensation for hourly activities or Additional Services shall be based on actual hourly rates and costs in accordance with the schedule shown below.

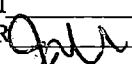
PERSONNEL	HOURLY RATE
Project Manager	\$220
Sr. Right-of-Way Agent	\$160
Right-of-Way Agent	\$130
Sr. Relocation Agent	\$170
Relocation Agent	\$140
Right-of-Way Tech	\$100
Title Specialist	\$130
Eminent Domain / Condemnation Specialist	\$160
Appraiser prep & testimony for condemnation	\$250
Administrative Assistant & Accounting	\$100
Mileage	Current IRS rates
Office Expenses (printing, postage, filing fees, etc.)	Actual cost
Travel Expenses over night	Actual cost

- Notes: 1. These rates are subject to annual adjustment.  
2. Hotel lodging will be reimbursed only for establishments located in Hunt County.**

**TERMS AND CONDITIONS OF AGREEMENT**

- 1. **DEFINITIONS:** The term Owner as used herein refers to Hunt County. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents; also its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by Freese and Nichols pursuant to the Agreement.
- 2. **CHANGES:** Owner, without invalidating the Agreement, may order changes within the general scope of the WORK required by the Agreement by altering, adding to and/or deducting from the WORK to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services under the Agreement, an equitable adjustment will be made by mutual agreement and the Agreement modified in writing accordingly.
- 3. **TERMINATION:** The obligation to provide services under this Agreement may be terminated by either party upon ten days' written notice. In the event of termination, FNI will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
- 4. **CONSEQUENTIAL DAMAGES:** In no event shall FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.
- 5. **INFORMATION FURNISHED BY OWNER:** Owner will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Owner and Owner agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom, to extent allowed by law, except when such claims, judgments, losses, costs and expenses are the result of or attributable to negligence or deviation from the professional standards that govern the use of such information by FNI. FNI shall disclose to Owner, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by Owner to FNI that FNI may reasonably discover in its review and inspection thereof.
- 6. **INSURANCE:** FNI shall provide to Owner certificates of insurance which shall contain the following minimum coverage:
 

<b>Commercial General Liability</b>		<b>Workers' Compensation</b>	
General Aggregate	\$2,000,000	Each Accident	\$1,000,000
<b>Automobile Liability (Any Auto)</b>		<b>Professional Liability</b>	
CSL	\$1,000,000		\$3,000,000 Annual Aggregate
- 7. **SUBCONTRACTS:** If, for any reason, at any time during the progress of providing Services, Owner determines that any subcontractor for FNI is incompetent or undesirable, Owner will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and Owner.
- 8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports data and other project information developed in the execution of the Services provided under this Agreement shall be the property of the Owner upon payment of FNI's fees for services. FNI may retain copies for record purposes. Owner agrees such documents are not intended or represented to be suitable for reuse by Owner or others. Any reuse by Owner or by those who obtained said documents from Owner without written verification or adaptation by FNI will be at Owner's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants, and Owner shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom, to the extent allowed by Texas law. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data and other project information in the execution of the Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Owner, and FNI shall indemnify and hold harmless Owner from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. The terms of this paragraph are subject to all Texas rules and regulations governing Texas counties, including the Texas Public Information Act.

FNI  
OWNER 

9. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing the services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
10. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.
11. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish Construction Representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will endeavor to protect Owner against defects and deficiencies in the work of Contractors; FNI will report any observed deficiencies to Owner, however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or omissions of any person (except his own employees or agent) at the Project site or otherwise performing any of the work of the Project. If Owner designates a person to serve in the capacity of Resident Project Representative who is not a FNI's employee or FNI's agent, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in writing and made a part of this Agreement before the Construction Phase of the Project begins.
12. **PAYMENT:** Progress payments may be requested by FNI based on the amount of services completed. Payment for the services of FNI shall be due and payable upon submission of a statement for services to Owner and in acceptance of the services as satisfactory by the Owner. Statements for services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

If Owner fails to make any payment due FNI for services and expenses within thirty (30) days after receipt of FNI's statement for services therefore, the amounts due FNI will be increased at the rate of one percent (1%) per month from said thirtieth (30th) day, and, in addition, FNI may, after giving seven (7) days' written notice to Owner, suspend services under this Agreement until FNI has been paid in full, all amounts due for services, expenses and charges.

13. **ARBITRATION:** No arbitration arising out of, or relating to, this Agreement involving one party to this Agreement may include the other party to this Agreement without their approval.
14. **SUCCESSORS AND ASSIGNMENTS:** Owner and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and FNI are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

Neither Owner nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of services hereunder.

15. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this Agreement. Should there be any conflict between the Purchase Order and the terms of this Agreement, then this Agreement shall prevail and shall be determinative of the conflict.

### Hunt County Bond Program Budget Summary (Complete Program) (1 of 3)

Proj. NO.	Project	Bond Program		Project Contingency/ Budget	Project Data		Program Mgt.	
		Planning Budget	Implementation Budget		Project length (miles)	No. of ROW parcels	ROW / Agent Appraisals	ROW/Attorney fees
<b>Tier 1 On-System Capacity Improvements</b>								
I-1	FM 1570 (Ph. I)	\$ 4,320,000	\$ 3,660,640	\$ 173,200	3.2	26.0	\$ 354,640	\$ 75,000
I-2	FM 1570 (Ph. 2)	\$ 3,020,000	\$ 2,631,640	\$ 124,500	2.6	26.0	\$ 354,640	\$ 75,000
I-3a	SH 34 (Ph. I)	\$ 1,910,000	\$ 2,149,880	\$ 101,700	1.3	17.0	\$ 211,880	\$ 60,000
I-3b	SH 34 (Ph. 2)	\$ 3,060,000	\$ 2,668,640	\$ 126,500	2.3	26.0	\$ 354,640	\$ 75,000
I-4	FM 2642	\$ 3,120,000	\$ 2,528,240	\$ 119,600	2.5	16.0	\$ 218,240	\$ 60,000
I-8	SH 34	\$ 1,820,000	\$ 1,702,840	\$ 109,600	1.4	6.0	\$ 81,840	\$ 30,000
I-10	SH 36	\$ 2,170,000	\$ 2,302,360	\$ 109,000	1.6	24.0	\$ 327,360	\$ 75,000
I03	FM 1903	\$ 2,380,000	\$ 2,448,360	\$ 115,900	1.6	24.0	\$ 327,360	\$ 75,000
I4a	SH 24 Grade Sep	\$ 860,000	\$ 1,170,000	\$ 55,400	0.5	-	\$ -	\$ -
<b>Intersection Safety, Pedestrian &amp; Turn Lane Improvements</b>								
I4	SH 24 at Grade Improvements	\$ 260,000	\$ 112,000	\$ 5,100	0.2	0.0	\$ -	\$ -
I5a	Main St (Ph. I)	\$ 155,000	\$ 261,000	\$ 12,400	0.5	-	\$ -	\$ -
I6a	SS 764	\$ 70,000	\$ 156,000	\$ 7,400	0.3	-	\$ -	\$ -
I8	FM 1565 @ Elem School	\$ 70,000	\$ 102,000	\$ 4,800	0.3	-	\$ -	\$ -
I9	SH 34 and CR 1010	\$ 70,000	\$ 92,000	\$ 4,400	0.2	-	\$ -	\$ -
I20	FM 35 and FM 1565	\$ 65,000	\$ 96,000	\$ 4,300	0.2	-	\$ -	\$ -
<b>Interchange/Intersection &amp; Corridor Studies</b>								
S-2	SH 24 and SH 50	\$ 200,000	\$ 215,000	\$ 10,200	0.0	0.0	\$ -	\$ -
S-3	SS 264 and Old 276/Main St	\$ 150,000	\$ 17,000	\$ 800	-	-	\$ -	\$ -
S-6	SH 34 West Loop Bypass	\$ 50,000	\$ 165,000	\$ 7,800	-	-	\$ -	\$ -
S-7	CR 1010	\$ 15,000	\$ 52,000	\$ 2,500	-	-	\$ -	\$ -
S-10	SH 276 and FM 35	\$ 15,000	\$ 17,000	\$ 800	-	-	\$ -	\$ -
S-12	US 66	\$ 300,000	\$ 302,000	\$ 14,300	-	-	\$ -	\$ -
S-106a	SH 24 E. Loop Bypass (Ph. I)	\$ 196,000	\$ 211,000	\$ 10,000	-	-	\$ -	\$ -
S-106b	SH 24 E. Loop Bypass (Ph. II)	\$ 244,000	\$ 256,000	\$ 12,000	-	-	\$ -	\$ -
<b>Totals:</b>		\$ 24,420,000	\$ 23,316,600	\$ 1,103,400	18.9	165	\$ 2,250,600	\$ 525,000
			95.5%	4.5%			9.2%	2.1%



### Hunt County Bond Program Budget Summary (Complete Program) (3 of 3)

Proj. NO.	Project	Environmental Services	Topographic	Surveying Services		Geotech	County	ROW/Land	Utilities
				Survey & Mapping	RTW Map / Documents				
NO.	ROADWAY			SURF (Utilities)		Investigation / Design	Admin / County Legal	Right-of-Way (Land Cost Only)	Utility Relocation
<b>Tier 1 On-System Capacity Improvements</b>									
1-1	FMI 1570 (Ph 1)	\$ 190,000	\$ 68,000	\$ 112,000	\$ 171,000	\$ 164,000	\$ 30,000	\$ 390,000	\$ 200,000
1-2	FMI 1570 (Ph 2)	\$ -	\$ 59,000	\$ 92,000	\$ 138,000	\$ 105,000	\$ 20,000	\$ 260,000	\$ 200,000
1-3a	SH 34 (Ph 1)	\$ 165,000	\$ 36,000	\$ 102,000	\$ 132,000	\$ 53,000	\$ 20,000	\$ 170,000	\$ 200,000
1-3b	SH 34 (Ph 2)	\$ -	\$ 55,000	\$ 105,000	\$ 168,000	\$ 69,000	\$ 20,000	\$ 260,000	\$ 200,000
1-4	FMI 2642	\$ 110,000	\$ 58,000	\$ 69,000	\$ 100,000	\$ 91,000	\$ 20,000	\$ 160,000	\$ 200,000
1-8	SH 34	\$ 95,000	\$ 40,000	\$ 75,000	\$ 17,000	\$ 81,000	\$ 13,000	\$ 90,000	\$ 100,000
101	SH 36	\$ 95,000	\$ 42,000	\$ 54,000	\$ 143,000	\$ 69,000	\$ 20,000	\$ 240,000	\$ 200,000
103	FMI 1903	\$ 80,000	\$ 31,000	\$ 55,000	\$ 10,000	\$ 164,000	\$ 10,000	\$ 100,000	\$ 100,000
<b>Intersection Safety, Pedestrian &amp; Turn Lane Improvements</b>									
14	SH 24 at Grade Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16a	Main St (Ph 1)	\$ 30,000	\$ 26,000	\$ 25,000	\$ 8,000	\$ -	\$ 2,000	\$ -	\$ -
16b	SS 264	\$ 15,000	\$ 26,000	\$ 24,000	\$ 9,000	\$ -	\$ 2,000	\$ -	\$ -
18	FMI 1565 @ Elem School	\$ 15,000	\$ 24,000	\$ 16,000	\$ 5,000	\$ -	\$ 2,000	\$ -	\$ -
19	SH 34 and CR 1010	\$ 15,000	\$ 20,000	\$ 10,000	\$ 5,000	\$ -	\$ 2,000	\$ -	\$ -
20	FMI 35 and FMI 1565	\$ 15,000	\$ 24,000	\$ 10,000	\$ 5,000	\$ -	\$ 2,000	\$ -	\$ -
<b>Interchange/Intersection &amp; Corridor Studies</b>									
S-2	SH 24 and SH 50	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ -
S-3	SS 264 and Old 276/Main St.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000	\$ -	\$ -
S-6	SH 34 West Loop Bypass	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ -
S-7	CR 1010	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000	\$ -	\$ -
S-10	SH 276 and FM 35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000	\$ -	\$ -
S-12	US 66	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000	\$ -	\$ -
S-106a	SH 24 E. Loop Bypass (Ph 1)	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ -
S-106b	SH 24 E. Loop Bypass (Ph 1)	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ -
<b>Totals:</b>		\$ 960,000	\$ 552,000	\$ 806,000	\$ 1,083,000	\$ 896,000	\$ 215,000	\$ 1,810,000	\$ 1,600,000
		3.9%	2.3%	3.3%	4.4%	3.7%	0.9%	7.4%	6.6%











# HUNT COUNTY, TEXAS

## Transportation Improvement Bond Program

### Tax Rate Impact Analysis

FYE	Taxable Valuation <sup>(1)</sup>	Estimated Growth Rate <sup>(2)</sup>	Existing Debt Service	I&S Tax Rate <sup>(3)</sup>	Ltd. Tax Permanent Imp. Bonds Series 2017 Funding: \$6,000,000 Total P&I <sup>(4)</sup>	Ltd. Tax Permanent Imp. Bonds Series 2018 Funding: \$6,000,000 Total P&I <sup>(4)</sup>	Ltd. Tax Permanent Imp. Bonds Series 2019 Funding: \$6,000,000 Total P&I <sup>(4)</sup>	Ltd. Tax Permanent Imp. Bonds Series 2020 Funding: \$6,420,000 Total P&I <sup>(4)</sup>	Total Projected Debt Service	Calculated I&S Tax Rate <sup>(3)</sup>
2017	\$ 4,966,362,726	6.76%	\$ 1,096,665	\$ 0.022090	\$ -	\$ -	\$ -	\$ -	\$ 1,096,665	\$ 0.022090
2018	5,204,180,862	5.00%	1,096,526	0.021500	504,078	\$ -	\$ -	\$ -	1,600,605	0.031364
2019	5,464,389,905	5.00%	1,096,170	0.020470	199,500	385,588	\$ -	\$ -	1,681,258	0.031395
2020	5,737,609,401	5.00%	647,134	0.011509	199,500	442,031	\$ -	\$ -	1,765,415	0.031397
2021	6,024,489,871	5.00%	644,424	0.010915	199,500	242,888	293,500	\$ -	1,862,311	0.031374
2022	6,325,714,364	5.00%	641,509	0.010348	199,500	242,888	361,750	\$ -	1,942,021	0.031327
2023	6,515,485,795	3.00%	-	-	489,522	492,469	504,500	516,375	2,002,866	0.031367
2024	6,710,950,369	3.00%	-	-	494,313	491,419	508,125	515,375	2,009,231	0.030551
2025	6,912,278,880	3.00%	-	-	493,681	489,944	506,125	518,750	2,008,500	0.029660
2026	7,119,647,247	3.00%	-	-	492,713	492,938	508,500	516,500	2,010,650	0.028817
2027	7,333,236,664	3.00%	-	-	491,406	490,400	505,250	518,625	2,005,681	0.027909
2028	7,553,233,764	3.00%	-	-	489,763	492,331	506,375	515,125	2,003,594	0.027088
2029	7,779,830,777	3.00%	-	-	492,697	493,625	506,750	516,000	2,009,072	0.026351
2030	8,013,225,700	3.00%	-	-	490,209	494,281	506,375	516,125	2,006,991	0.025557
2031	8,253,622,471	3.00%	-	-	492,300	494,300	505,250	515,500	2,007,350	0.024817
2032	8,501,231,145	3.00%	-	-	493,884	493,681	508,250	519,000	2,014,816	0.024184
2033	8,766,268,080	3.00%	-	-	489,788	492,425	505,375	516,625	2,004,213	0.023366
2034	9,018,956,122	3.00%	-	-	489,731	490,531	506,625	518,375	2,005,263	0.022688
2035	9,289,524,806	3.00%	-	-	493,781	492,894	506,875	514,250	2,007,800	0.022055
2036	9,568,210,550	3.00%	-	-	491,906	494,406	506,125	519,125	2,011,563	0.021452
2037	9,855,256,866	3.00%	-	-	494,094	490,175	504,375	517,875	2,006,519	0.020775
2038	10,150,914,572	3.00%	-	-	-	490,200	506,500	515,625	1,512,325	0.015202
2039	10,465,442,009	3.00%	-	-	-	-	507,375	517,250	1,024,625	0.010000
2040	10,769,105,270	3.00%	-	-	-	-	517,625	517,625	517,625	0.004905
<b>Total</b>	<b>\$ 5,222,428</b>				<b>\$ 8,681,866</b>	<b>\$ 9,189,413</b>	<b>\$ 9,740,750</b>	<b>\$ 10,272,500</b>	<b>\$ 43,106,956</b>	<b>\$ 0.009307</b>

(1) FYE 2017 certified appraised value provided by Hunt County Appraisal District minus the incremental TAV of real property within the Reinvestment Zone. All other values have been projected and are subject to change.

(2) FY 2017 TAV growth rate is actual. FY 2018 - 2040 TAV growth rates have been provided by the County.

(3) FYE 2017 Tax Rates are actual. Tax Collection Percentage = 98.00% thereafter.

(4) Assumes (a) Insured BQ rates as of 04/04/2017 plus .25% and a delivery date of 07/18/2017. Estimated All-in TIC of 3.51%.

(5) Assumes a delivery date of 07/01/2018 and a 20 year amortization at 4.25%.

(6) Assumes a delivery date in July of the year issued and a 20 year amortization at 5.00%.

# 14,590

Projected I&S Tax Rate Increase: \$ 0.009307

FILED FOR RECORD  
at 12:50 o'clock P M  
APR 11 2017

JENNIFER LINDENZWIEG  
County Clerk, Hunt County  
By *Jennifer Lindenzweig*

# 14,589

FILED FOR RECORD  
at 6:30 o'clock P M

APR 11 2017

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

**AGREEMENT FOR PROFESSIONAL SERVICES**

STATE OF TEXAS §  
COUNTY OF HUNT §

This Agreement is entered into by Hunt County, hereinafter called "Owner" and Freese and Nichols, Inc., hereinafter called "FNI." In consideration of the Agreements herein, the parties agree as follows:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement: Owner agrees to employ FNI; FNI agrees to perform professional services in connection with the Program; Owner agrees to pay FNI compensation. The Project is described as follows: Assist Hunt County with the program management and oversight, design and design management, contractor procurement, and construction contract administration during the execution phase of the Hunt County Transportation Bond Program in accordance with the publicly approved bond initiative.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with bond program implementation as set forth in Attachment SC - Scope of Services and Responsibilities of Owner which is attached to and made a part of this Agreement.
- III. **WORK AUTHORIZATIONS:** In additional to, and as a supplement to this agreement, The Owner will issue separate work authorizations for individual or a group of transportation bond projects under this contract. Conditions governing the use of work authorizations are set forth as follows:
  - A. **CONTENTS:** Each work authorization will specify (1) the types and scope of services to be performed; (2) a period of performance with a beginning and ending date; (3) a full description of the work to be performed; (4) a work schedule with milestones; (5) a work authorization budget with a limiting Not-to-Exceed (NTE) amount, calculated using the unit fee schedules set forth in Attachment CO, Fee Schedule.
  - B. **INCORPORATION INTO CONTRACT:** Each work authorization shall be signed by both parties and become a part of the contract. No work authorization will waive the Owner's and FNI's responsibilities and obligations established in this contract. FNI shall promptly notify the Owner of any event that will affect completion of the work authorization.
- IV. **COMPENSATION:** Owner agrees to pay FNI for all professional services rendered under this Agreement will be in accordance with billing rates provided in Attachment CO – FEE SCHEDULE which is attached hereto and made a part of this Agreement. Compensation will be based on Time, Materials, and Expenses (TME) utilizing the billing rates established in Attachment CO-FEE SCHEDULE. Each Work Authorization will establish a limiting Not-to-Exceed (NTE) amount for the specific services described. Subconsultant services shall be subject to a 10% markup as fair compensation for associated costs and risks to FNI. Owner agrees to pay FNI within thirty (30) days of receipt of the following described invoice. FNI will bill for said services on a schedule prearranged with the Owner and commensurate with services completed by FNI by submitting to the County Judge's office with a copy to the County Auditor, an invoice detailing services performed, along with billable hours and costs associated with each service provided to and accepted as satisfactory by the Owner. The purchase order number must be included on each invoice.

Reviewed by Hunt County Civil Attorney

V. **TERMS AND CONDITIONS OF Agreement:** The Terms and Conditions of Agreement as set forth as Attachment TC shall govern the relationship between the Owner and FNI.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Owner and FNI, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and FNI and not for the benefit of any other party.

This Agreement constitutes the entire Agreement between Owner and FNI and supersedes all prior written or oral understandings.

This contract is executed in two counterparts.

IN TESTIMONY HEREOF, they have executed this Agreement, the 11 day of April, 2017

ATTEST:

*Jennifer Lindenzweig*



Hunt County  
(Owner)

*John L. Horn*

Print Name and Title

ATTEST:

*[Signature]*

Freese and Nichols, Inc.  
(FNI)

By: *Chris B. Basa*  
Chris B. Basa, Principal

Print Name and Title

FILED FOR RECORD  
at 11:45 o'clock a M

APR 17 2017

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

**SCOPE OF SERVICES AND RESPONSIBILITIES OF Owner**

ARTICLE I

**SERVICES:** The intent of this contract is to provide management, engineering and construction contract administrative support to Hunt County for the execution phase of the Transportation Bond Program. This program is defined by the planning documents prepared by FNI for Hunt County and as approved by the citizens of Hunt County in the November 8, 2016, bond election. The list of projects is provided in the attached Bond Program Budget Summary. FNI shall render the following professional services in connection with the execution and completion of the projects listed in the attached Bond Program Budget Summary:

- A. Program Management Plan— A Program Management Plan (PMP) will be created to provide an execution schedule and budget for each of the approved projects along with an operational program cash flow. We will coordinate the components of this plan closely with Hunt County throughout this planning and development phase. We will participate in and support various meetings with program participants and stakeholders will be conducted throughout this program planning phase. This plan will be ready for review by Hunt County during May of 2017, and we will address all received comments within two weeks after receipt. We will conduct informational workshops with each of the County Commissioners on the program execution specifics and address all received questions. Once approved and adopted by the Hunt County Commissioners Court, the funding plan described in the PMP will be approved as an addendum to this contract.
- B. Program Management—Authorization of these services, will include managing master schedules and budgets at the program level. All communications and reporting with Hunt County will be coordinated through the FNI Program Management team including monthly and annual reports to the Hunt County Transportation Steering Committee and periodic reports to the Hunt County Commissioners Court as requested. FNI will define all documentation processes so that a record of all project development, communication, and management activities are turned over to Hunt County in a format acceptable to Hunt County at the completion of each individual project. The specific tasks include:
- a. Preliminary project planning with stakeholders
  - b. Project schedule development
  - c. Project budget refinements
  - d. Project Management Plans
  - e. Subconsultant contract development & coordination. FNI will solicit qualifications from potential local Hunt County subconsultants to support the program by providing the following services.
    - i. Survey and Mapping
    - ii. Subsurface Utility Engineering (SUE)
    - iii. Geotechnical Investigations
    - iv. Real estate agents
  - f. Public Outreach Planning
  - g. Quality Assurance Plan
  - h. Process and Reporting Plans
  - i. Program funding solicitation
  - j. Agency coordination and negotiation— NCTCOG, TxDOT, FHWA
- C. Design Development — This includes performing topographic and boundary surveys, traffic data collection, geotechnical investigations, hydrologic analysis, and collection of environmental data and other information required for developing preliminary design concepts in coordination with TxDOT-Paris District. Traffic modeling and operational analysis will be performed to develop intersection designs. Initial coordination with municipal and franchise utilities will be conducted. FNI will advise the Owner of any required special investigations that may be required for a specific project site; these may include more

detailed geotechnical and foundation investigations, hydrologic analysis and hydraulic modeling at creek crossings, and unforeseen conditions that may require specialized services. Specific tasks will be included in the individual work authorizations:

- a. Typical section alternatives analysis and development
- b. Preliminary alignment alternatives analysis
- c. Preliminary environmental clearance analysis and coordination
- d. TxDOT and other stakeholder coordination
- e. Subconsultant contract development
- f. Preliminary ROW impact evaluation
- g. Utility coordination
- h. Cost estimate updates

Following data collection and approval of the preliminary design, FNI will prepare Plans, Specifications and Estimates (PS&E) documents in accordance with the Texas Department of Transportation requirements. FNI will make good faith efforts to utilize locally-based (Hunt County) contractors as second tier subcontractors who are TxDOT pre-certified in support of surveying and geotechnical investigation services to be provided under this agreement.

## ARTICLE II

**ADDITIONAL SERVICES:** The following Additional Services are not included in the above described Basic Services, but can be performed or coordinated by FNI with additional authorization by the Hunt County Commissioners Court. Upon request, a Proposal for Additional Services will be submitted for review and approval which will include a description of the requested Scope of Work, an Itemized Fee Calculation and any proposed extension of the contract time. These Additional Services are described as follows:

- A. Making revisions to drawings, specifications on other documents when such revisions are 1) not consistent with approvals or instructions previously given by Owner or 2) due to other causes not solely within the control of FNI.
- B. Preparing data and reports for assistance to Owner in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- C. Assisting Owner in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s) and/or other litigants.
- D. Assisting Owner in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- E. Advanced environmental services not typically required by transportation projects similar to those within the Hunt County Transportation Bond Program, including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses and other assistance required to address environmental issues beyond the initial environmental clearance process define in the current scope.
- F. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.



- G. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Owner.

### ARTICLE III

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete these services in accordance with the work authorization schedules for each project. An additional 60 days of effort beyond the final program completion date is anticipated for final billings and contract closeout processes.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay or contract cost due to overtime charges if additional contract days are infeasible. These delays may include but are not limited to delays in Owner or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

### ARTICLE IV

RESPONSIBILITIES OF Owner: Owner shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to FNI's services for the Project as approved by the Commissioners Court in accordance with State Law.
- B. Provide all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the drawings and specifications.
- C. Assist FNI by placing at FNI's disposal all available information pertinent to the Transportation Bond Program Projects, including reports and any other data relative to planning, design, permitting, construction, funding, etc. of each Project.
- D. Support and participate in, whenever possible, planning, design and construction meetings with project sponsors and funding agencies contractors to discuss project status and details. Assist in the arrangement of these meetings if necessary.
- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Owner deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- G. Give prompt written notice to FNI whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services.
- H. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article II of this Agreement or other services as required.

I. Bear all costs incident to compliance with the requirements of this Article IV.

ARTICLE V

**DESIGNATED REPRESENTATIVES:** FNI and Owner designate the following representatives:

Owner's Designated Representative

Judge John Horn  
Hunt County Courthouse  
2507 Lee Street  
Greenville, Texas 75401  
817-598-6148 (o)  
817-598-6199 (i)

FNI's Designated Representative

Chris Bosco, P.E.  
40565 International Plaza, Suite 200  
Fort Worth, Texas 76109  
817-881-9132 (m)  
[cb@freese.com](mailto:cb@freese.com)

FNI's Accounting Representative

Stephanie Kirchstein  
2711 North Haskell Avenue, Suite 3300  
Dallas, Texas 75204  
214-217-2212 (o)  
[Stephanie.kirchstein@freese.com](mailto:Stephanie.kirchstein@freese.com)

**Billing Rates**

**Freese and Nichols, Inc.**

<u>Staff Classification</u>	<u>Hourly Billing Rate</u>
Principal (Professional – 6)	\$ 240.00
Project Manager (Professional - 5)	\$ 209.00
Senior Engineer (Professional - 4)	\$ 178.00
Project Engineer (Professional - 3)	\$ 156.00
Engineer-in-Training (Professional - 2)	\$ 137.00
Engineer-in-Training (Professional - 1)	\$ 113.00
Cadd Technician/Designer – 3	\$ 153.00
Cadd Technician/Designer – 2	\$ 126.00
(Cadd Technician/Designer – 1)	\$ 96.00
Sr. Environmental Scientist (Professional – 6)	\$ 240.00
Env. Scientist Level V (Professional – 5)	\$ 209.00
Env. Scientist Level IV (Professional – 4)	\$ 178.00
Env. Scientist Level II (Professional – 1)	\$ 96.00
GIS Analyst (Professional – 1)	\$ 96.00
Corporate Project Support -1	\$ 92.00
Corporate Project Support - 2	\$ 111.00
Corporate Project Support - 3	\$ 148.00
Intern	\$ 57.00

**Note: These rates are subject to annual adjustment**

**Rates for In-House Services**

**Technology Charge**

\$8.50 per hour

**Travel**

Standard IRS Rates

**Bulk Printing and Reproduction**

	<u>B&amp;W</u>	<u>Color</u>
Small Format (per copy)	\$0.10	\$0.25
Large Format (per sq. ft.)		
Bond	\$0.25	\$0.75
Glossy / Mylar	\$0.75	\$1.25
Vinyl / Adhesive	\$1.50	\$2.00
Mounting (per sq. ft.)	\$2.00	
Binding (per binding)	\$0.25	

**OTHER DIRECT EXPENSES:**

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15, to the extent allowed by law. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members.

**Note: These rates are subject to annual adjustment**

**Surveying and Mapping Services****Billing Rates:**

DESCRIPTION OF SERVICE	HOURLY RATE
RPLS - PRINCIPAL	\$ 165.00
RPLS - PROJECT MANAGER	\$ 145.00
RPLS - TASK LEADER	\$ 120.00
SENIOR SURVEY TECHNICIAN	\$ 96.00
SURVEY TECHNICIAN	\$ 86.00
1 – PERSON SURVEY CREW (INCLUDES TOTAL STATION AND GPS VRS UNIT)	\$ 110.00
2 – PERSON SURVEY CREW (INCLUDES TOTAL STATION AND GPS VRS UNIT)	\$ 150.00
3 – PERSON SURVEY CREW (INCLUDES TOTAL STATION AND GPS VRS UNIT)	\$ 185.00
1 - PERSON HD LASER SCANNING CREW	\$ 190.00
PROJECT COORDINATOR – MOBILE LIDAR	\$ 115.00
LIDAR PROCESSING TECHNICIAN	\$ 96.00

**DIRECT EXPENSES:**

Lodging	\$ 95.00/Night
Per Diem	\$ 46.00/Day
Mileage	\$ 0.55/Mile
FedEx Shipping	\$ Direct Cost
LIDAR Mobile Mapping System	\$ 7,500.00/Day

**Mobile LiDAR Topographic Mapping**

The mobile LiDAR topographic fees are based on acquiring data for all sites within a 2-day period. If each project is collected separately there will be another \$7,500.00 per day added to the cost.

- Notes:**
1. These rates are subject to annual adjustment.
  2. Hotel lodging will be reimbursed only for establishments located in Hunt County.

**Subsurface Utility Engineering Services (SUE)**

**Definitions:**

Quality Level D - Information derived from existing records.

Quality Level C - Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to Quality Level D.

Quality Level B - Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities.

Quality Level A - Precise horizontal and vertical location of utilities obtained by the actual exposure and subsequent measurement of subsurface utilities, usually at a specific point.

**SUE Billing Rates:**

Quality Level C/D                      \$0.50/LF

Quality Level B                         \$1.50/LF

QL B SUE will be performed on telecommunications, electric, lighting, traffic signal, gas, pipelines, and sanitary sewer. QLC/D SUE will be performed on overhead utilities as well as non-tonable underground utilities (primarily PVC and AC water lines).

**Note: These rates are subject to annual adjustment.**

**Billing Rates**

**Geotechnical Services – Pavement Design**

**Billing Rates:**

**Engineering & Administrative Personnel**

Senior Project Manager, PE	\$195.00per hour
Pavement Engineer, PE	\$140.00per hour
Staff Engineer, EIT	\$95.00per hour
Engineering Tech	\$80.00per hour

**Direct Costs**

Non-Destructive Deflection Testing	
a. Equipment Mobilization	\$3.00per mile
d. Heavy Weight Deflection (HWD)	\$2,800.00day
Traffic Control - (Per TMUTCD)	
a. Traffic Signs	\$500.00day
b. Crash Truck w/attenuator	\$1,000.00day
c. Certified Flagman	\$65.00hour
d. Flashing Arrow Board	\$650.00day
Lodging/Hotel - Taxes and Fees	\$83.00day/person
Lodging/Hotel (Taxes/fees not included)	\$35.00day/person
Meals (Excluding alcohol & tips) (Overnight stay)	\$51.00day/person

**Notes: 1. These rates are subject to annual adjustment.**

**2. Hotel lodging will be reimbursed only for establishments located in Hunt County.**

**Billing Rates**

**Geotechnical Investigation and Engineering**

**Geotechnical Field Work:**

Drill Rig Mobilization/Demobilization	\$750.00 LS
Drilling and Sampling with Texas Cone Penetration	\$33.00 per ft
Drilling and Sampling with Texas Cone Penetration	\$40.00 per ft
Drilling and Sampling without Texas Cone	\$30.00 per ft
Traffic Control	\$2,500.00 per
Pavement Coring Mobilization, Equipment, Crew	\$500.00 per day
Pavement Coring (0" - 12")	\$10.00 per inch
Pavement Patching	\$50.00 each
Lodging and Meals (3-person crew)	\$450.00 per day
Vehicle Trips (includes trips for support trucks)	\$100.00 per trip

**Laboratory Testing**

Moisture Content	\$15.00 each
Atterberg Limits	\$75.00 each
Percent Passing No. 200 Sieve	\$35.00 each
Sieve Analysis	\$45.00 each
Hydrometer	\$125.00 each
One Dimensional Consolidation Properties of Soil	\$375.00 each
Determination of Sulfate Content	\$120.00 each
Unconfined Compressive Strength - Soil	\$55.00 each
Unconfined Compressive Strength - Rock	\$65.00 each

**Geotechnical Engineering**

Project Manager, P.E.	\$195.00 per hour
Senior Engineer, P.E.	\$165.00 per hour
Project Engineer	\$140.00 per hour
Staff Engineer (field coordination, logging, and	\$95.00 per hour
Admin/Typist	\$60.00 per hour

**Note: These rates are subject to annual adjustment.**

FNI   
Owner 



**ROW Acquisition and Relocation Fees:**

**MILESTONE BILLING SCHEDULE**

<b>RIGHT OF ENTRY PER PARCEL</b>		<b>\$400</b>
Billed upon initiation of Right of Entry	100%	\$400

<b>APPRAISALS</b>	<b>INITIAL</b>	<b>UPDATE REPORT FOR ED</b>
Vacant Land	<b>\$3,500</b>	\$2,300
Residential	\$4,200	\$3,100
Commercial	\$5,300	\$4,000
Appraisal Review	\$1,400	\$1,200
Prep and Testimony for ED hearings - \$250/hour		
Note: If FNI directs subconsultant to cease working on an appraisal, compensation for the appraisal will be proportionate to the level of effort made to date.		

<b>NEGOTIATIONS PER PARCEL</b>		<b>\$7,500</b>
Billing No. 1 – Initial Offer Made	40%	<del>\$2,600</del> <b>\$3,000</b>
Billing No. 2 – Signed MOA or Final Offer Letter Sent	40%	<del>\$2,600</del> <b>\$3,000</b>
Billing No. 3 – Closing or E.D. Package Submitted	20%	<del>\$2,300</del> <b>\$1,500</b>

CB

<b>BUSINESS RELOCATION PER DISPLACEE</b>		<b>\$6,500</b>
Billing No. 1 - 90-day letter presented	30%	\$1,950
Billing No. 2 - Property Vacated	50%	\$3,250
Billing No. 3 - Relo claims complete	20%	\$1,300

<b>RESIDENTIAL RELOCATION PER DISPLACEE</b>		<b>\$6,000</b>
Billing No. 1 - 90-day letter presented	40%	\$2,400
Billing No. 2 - Property Vacated	40%	\$2,400
Billing No. 3 - Relo claims complete	20%	\$1,200

<b>PERSONAL PROPERTY &amp; STORAGE UNIT RELOCATION PER DISPLACEE</b>		<b>\$2,000</b>
Billing No. 1 - 90-day letter presented	40%	\$800
Billing No. 2 - Property Vacated	60%	\$1,200

<b>CONDEMNATION PER PARCEL</b>		<b>\$4,500</b>
Billing No. 1 – Payment of Award requested	40%	<del>\$1,600</del> <b>\$1,800</b>
Billing No. 2 –Commissioners payment requested	40%	<del>\$1,600</del> <b>\$1,800</b>
Billing No. 3 – Title Policy received and file closed	10%	<del>\$1,300</del> <b>\$900</b>

CB

Note: FNI may opt to compensate all condemnation services hourly as shown on the hourly rate schedule.

**Note: If FNI or the County directs the subconsultant to cease working on a parcel negotiation, relocation or condemnation, the milestone currently being worked on will be payable in full upon submittal of the file to that point. Compensation for the ROW PM to prepare and attend County Commissioners Court, Public Meetings or any special meeting will be paid on an hourly basis per the hourly rate schedule. Compensation for these activities is not included in the milestone billing fees.**

**ROW ACQUISITION HOURLY RATES**

Compensation for hourly activities or Additional Services shall be based on actual hourly rates and costs in accordance with the schedule shown below.

<b>PERSONNEL</b>	<b>HOURLY RATE</b>
Project Manager	\$220
Sr. Right-of-Way Agent	\$160
Right-of-Way Agent	\$130
Sr. Relocation Agent	\$170
Relocation Agent	\$140
Right-of-Way Tech	\$100
Title Specialist	\$130
Eminent Domain / Condemnation Specialist	\$160
Appraiser prep & testimony for condemnation	\$250
Administrative Assistant & Accounting	\$100
Mileage	Current IRS rates
Office Expenses (printing, postage, filing fees, etc.)	Actual cost
Travel Expenses over night	Actual cost

- Notes: 1. These rates are subject to annual adjustment.  
 2. Hotel lodging will be reimbursed only for establishments located in Hunt County.

**TERMS AND CONDITIONS OF AGREEMENT**

- 1. **DEFINITIONS:** The term Owner as used herein refers to Hunt County. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents; also its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by Freese and Nichols pursuant to the Agreement.
- 2. **CHANGES:** Owner, without invalidating the Agreement, may order changes within the general scope of the WORK required by the Agreement by altering, adding to and/or deducting from the WORK to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services under the Agreement, an equitable adjustment will be made by mutual agreement and the Agreement modified in writing accordingly.
- 3. **TERMINATION:** The obligation to provide services under this Agreement may be terminated by either party upon ten days' written notice. In the event of termination, FNI will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
- 4. **CONSEQUENTIAL DAMAGES:** In no event shall FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.
- 5. **INFORMATION FURNISHED BY OWNER:** Owner will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Owner and Owner agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom, to extent allowed by law, except when such claims, judgments, losses, costs and expenses are the result of or attributable to negligence or deviation from the professional standards that govern the use of such information by FNI. FNI shall disclose to Owner, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by Owner to FNI that FNI may reasonably discover in its review and inspection thereof.

6. **INSURANCE:** FNI shall provide to Owner certificates of insurance which shall contain the following minimum coverage:

<b>Commercial General Liability</b>		<b>Workers' Compensation</b>	
General Aggregate	\$2,000,000	Each Accident	\$1,000,000
<b>Automobile Liability (Any Auto)</b>		<b>Professional Liability</b>	
CSL	\$1,000,000	\$3,000,000 Annual Aggregate	

- 7. **SUBCONTRACTS:** If, for any reason, at any time during the progress of providing Services, Owner determines that any subcontractor for FNI is incompetent or undesirable, Owner will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and Owner.
- 8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports data and other project information developed in the execution of the Services provided under this Agreement shall be the property of the Owner upon payment of FNI's fees for services. FNI may retain copies for record purposes. Owner agrees such documents are not intended or represented to be suitable for reuse by Owner or others. Any reuse by Owner or by those who obtained said documents from Owner without written verification or adaptation by FNI will be at Owner's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants, and Owner shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom, to the extent allowed by Texas law. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data and other project information in the execution of the Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Owner, and FNI shall indemnify and hold harmless Owner from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. The terms of this paragraph are subject to all Texas rules and regulations governing Texas counties, including the Texas Public Information Act.

FNI CB  
 OWNER [Signature]

9. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing the services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
10. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.
11. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish Construction Representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will endeavor to protect Owner against defects and deficiencies in the work of Contractors; FNI will report any observed deficiencies to Owner, however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or omissions of any person (except his own employees or agent) at the Project site or otherwise performing any of the work of the Project. If Owner designates a person to serve in the capacity of Resident Project Representative who is not a FNI's employee or FNI's agent, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in writing and made a part of this Agreement before the Construction Phase of the Project begins.
12. **PAYMENT:** Progress payments may be requested by FNI based on the amount of services completed. Payment for the services of FNI shall be due and payable upon submission of a statement for services to Owner and in acceptance of the services as satisfactory by the Owner. Statements for services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

If Owner fails to make any payment due FNI for services and expenses within thirty (30) days after receipt of FNI's statement for services therefore, the amounts due FNI will be increased at the rate of one percent (1%) per month from said thirtieth (30th) day, and, in addition, FNI may, after giving seven (7) days' written notice to Owner, suspend services under this Agreement until FNI has been paid in full, all amounts due for services, expenses and charges.

13. **ARBITRATION:** No arbitration arising out of, or relating to, this Agreement involving one party to this Agreement may include the other party to this Agreement without their approval.
14. **SUCCESSORS AND ASSIGNMENTS:** Owner and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and FNI are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

Neither Owner nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of services hereunder.

15. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions

typed on the face of the Purchase Order shall apply to this Agreement. Should there be any conflict between the Purchase Order and the terms of this Agreement, then this Agreement shall prevail and shall be determinative of the conflict.

FNI  
OWNER 

### Hunt County Bond Program Budget Summary (Complete Program) (1 of 3)

Proj. NO.	Project	Bond Program Planning Budget	Bond Program Implementation Budget	Project Contingency Budget	Project Data		Program Mgt.	
					No. of ROW parcels	ROW/Agent Appraisals	Program Management	ROW Attorney fees
<b>Tier I On-System Capacity Improvements</b>								
F-1	FM 1570 (Ph. I)	\$ 4,320,000	\$ 3,660,640	\$ 173,200	3.2	26.0	\$ 354,640	\$ 75,000
F-2	FM 1570 (Ph. 2)	\$ 3,020,000	\$ 2,631,640	\$ 124,500	2.6	26.0	\$ 354,640	\$ 75,000
I-3a	SH 34 (Ph. I)	\$ 1,910,000	\$ 2,149,880	\$ 101,700	1.3	17.0	\$ 231,880	\$ 60,000
I-3b	SH 34 (Ph. 2)	\$ 3,060,000	\$ 2,668,640	\$ 126,300	2.3	26.0	\$ 354,640	\$ 75,000
F-4	FM 2642	\$ 3,120,000	\$ 2,538,240	\$ 119,600	2.5	16.0	\$ 218,240	\$ 60,000
F-8	SH 34	\$ 1,820,000	\$ 1,702,840	\$ 80,600	1.4	6.0	\$ 81,840	\$ 30,000
I01	SH 36	\$ 2,170,000	\$ 2,302,360	\$ 109,000	1.6	24.0	\$ 327,360	\$ 75,000
I03	FM 1903	\$ 2,280,000	\$ 2,448,360	\$ 115,900	1.6	24.0	\$ 327,360	\$ 75,000
I4a	SH 24 Grade Sep	\$ 860,000	\$ 1,170,000	\$ 55,400	0.5	-	\$ -	\$ -
<b>Interchange, Safety, Pedestrian &amp; Turn Lane Improvements</b>								
I4	SH 24 at Grade Improvements	\$ 260,000	\$ 112,000	\$ 5,300	0.2	-	\$ -	\$ -
I5a	Main St (Ph. I)	\$ 155,000	\$ 261,000	\$ 12,400	0.5	-	\$ -	\$ -
I6a	SS 264	\$ 70,000	\$ 156,000	\$ 7,400	0.5	-	\$ -	\$ -
I8	FM 1565 @ Elen School	\$ 70,000	\$ 102,000	\$ 4,800	0.3	-	\$ -	\$ -
I9	SH 34 and CR 1010	\$ 70,000	\$ 92,000	\$ 4,400	0.2	-	\$ -	\$ -
I20	FM 35 and FM 1565	\$ 65,000	\$ 96,000	\$ 4,500	0.2	-	\$ -	\$ -
<b>Interchange/Intersection &amp; Corridor Studies</b>								
S-2	SH 24 and SH 50	\$ 200,000	\$ 215,000	\$ 10,200	0.0	0.0	\$ -	\$ -
S-3	SS 264 and "Old 276" Main St	\$ 15,000	\$ 117,000	\$ 7,800	-	-	\$ -	\$ -
S-6	SH 34 West Loop Bypass	\$ 150,000	\$ 165,000	\$ 7,800	-	-	\$ -	\$ -
S-7	CR 1010	\$ 50,000	\$ 52,000	\$ 2,500	-	-	\$ -	\$ -
S-10	SH 276 and FM 35	\$ 15,000	\$ 17,000	\$ 800	-	-	\$ -	\$ -
S-12	US 66	\$ 300,000	\$ 302,000	\$ 14,300	-	-	\$ -	\$ -
S-106a	SH 24 E. Loop Bypass (Ph. I)	\$ 196,000	\$ 211,000	\$ 10,000	-	-	\$ -	\$ -
S-106b	SH 24 E. Loop Bypass (Ph. II)	\$ 244,000	\$ 256,000	\$ 12,000	-	-	\$ -	\$ -
<b>Totals:</b>		\$ 24,420,000	\$ 23,316,600	\$ 1,103,400	18.9	165	\$ 2,250,600	\$ 525,000
			\$ 95,596	4.5%			\$ 9.2%	2.1%

## Hunt County Bond Program Budget Summary (Complete Program) (2 of 3)

Proj. NO.	Project	Engineering															
		FNI Proj. Mgt. & Engineering Fee TOTALS		Direct Expenses		Project Management		Concept Development		Prelim Eng. / Schematic		Hydrology/ Drainage Design		Structural		Final Design / Planning	
<b>Tier I On-System Capacity Improvements</b>																	
I-1	FM 1570 (Ph. 1)	\$ 1,906,000	\$ 19,000	\$ 266,840	\$ 190,600	\$ 190,600	\$ 190,600	\$ 190,600	\$ 190,600	\$ 190,600	\$ 190,600	\$ 190,600	\$ 190,600	\$ 476,500	\$ 571,800		
I-2	FM 1570 (Ph. 2)	\$ 1,308,000	\$ 13,080	\$ 183,120	\$ 130,800	\$ 130,800	\$ 130,800	\$ 130,800	\$ 130,800	\$ 130,800	\$ 130,800	\$ 130,800	\$ 130,800	\$ 65,400	\$ 793,700		
I-3a	SH 34 (Ph. 1)	\$ 980,000	\$ 9,800	\$ 137,200	\$ 98,000	\$ 98,000	\$ 98,000	\$ 98,000	\$ 98,000	\$ 98,000	\$ 98,000	\$ 98,000	\$ 49,000	\$ 392,000			
I-3b	SH 34 (Ph. 2)	\$ 1,362,000	\$ 13,620	\$ 190,680	\$ 136,200	\$ 136,200	\$ 136,200	\$ 136,200	\$ 136,200	\$ 136,200	\$ 136,200	\$ 136,200	\$ 68,100	\$ 344,800			
I-4	FM 2642	\$ 1,482,000	\$ 14,820	\$ 201,880	\$ 144,200	\$ 144,200	\$ 144,200	\$ 144,200	\$ 144,200	\$ 144,200	\$ 144,200	\$ 144,200	\$ 72,100	\$ 576,800			
I-8	SH 34	\$ 1,078,000	\$ 10,780	\$ 150,920	\$ 103,400	\$ 103,400	\$ 103,400	\$ 103,400	\$ 103,400	\$ 103,400	\$ 103,400	\$ 103,400	\$ 53,900	\$ 431,700			
I01	SH 36	\$ 1,034,000	\$ 10,340	\$ 144,760	\$ 103,400	\$ 103,400	\$ 103,400	\$ 103,400	\$ 103,400	\$ 103,400	\$ 103,400	\$ 103,400	\$ 51,700	\$ 413,600			
I03	FM 1903	\$ 1,420,000	\$ 14,200	\$ 159,880	\$ 114,200	\$ 114,200	\$ 114,200	\$ 114,200	\$ 114,200	\$ 114,200	\$ 114,200	\$ 114,200	\$ 57,100	\$ 456,800			
I4a	SH 24 Grade Sep	\$ 720,000	\$ 7,200	\$ 93,600	\$ 72,000	\$ 72,000	\$ 72,000	\$ 72,000	\$ 72,000	\$ 72,000	\$ 72,000	\$ 72,000	\$ 36,500	\$ 292,900			
<b>Intersection Safety, Pedestrian &amp; Turn Lane Improvements</b>																	
I4	SH 24 at Grade Improvements	\$ 110,000	\$ 2,200	\$ 14,300	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000	\$ 5,500	\$ 44,500			
I5a	Main St (Ph. 1)	\$ 170,000	\$ 3,400	\$ 22,100	\$ 17,000	\$ 17,000	\$ 17,000	\$ 17,000	\$ 17,000	\$ 17,000	\$ 17,000	\$ 17,000	\$ 8,500	\$ 68,500			
I6a	SS 264	\$ 80,000	\$ 1,600	\$ 10,400	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 4,000	\$ 32,000			
I8	FM 1565 @ Elem School	\$ 40,000	\$ 800	\$ 5,200	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 2,000	\$ 16,000			
I9	SH 34 and CR 1010	\$ 40,000	\$ 800	\$ 5,200	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 2,000	\$ 16,000			
I20	FM 35 and FM 1565	\$ 40,000	\$ 800	\$ 5,200	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 2,000	\$ 16,000			
<b>Interchange/Intersection &amp; Corridor Studies</b>																	
S-2	SH 24 and SH 50	\$ 200,000	\$ 4,000	\$ 26,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 10,000	\$ 80,000			
S-3	SS 264 and Old 276/Main St	\$ 150,000	\$ 3,000	\$ 19,500	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 7,500	\$ 60,000			
S-6	SH 34 West Loop Bypass	\$ 50,000	\$ 1,000	\$ 6,500	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 2,500	\$ 20,000			
S-7	CR 1010	\$ 50,000	\$ 1,000	\$ 6,500	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 2,500	\$ 20,000			
S-10	SH 276 and FM 35	\$ 15,000	\$ 300	\$ 1,950	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 750	\$ 6,000			
S-12	US 66	\$ 300,000	\$ 6,000	\$ 39,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 15,000	\$ 120,000			
S-106a	SH 24 E. Loop Bypass (Ph I)	\$ 196,000	\$ 3,920	\$ 25,480	\$ 19,600	\$ 19,600	\$ 19,600	\$ 19,600	\$ 19,600	\$ 19,600	\$ 19,600	\$ 19,600	\$ 9,800	\$ 78,400			
S-106b	SH 24 E. Loop Bypass (Ph II)	\$ 241,000	\$ 4,820	\$ 31,330	\$ 24,100	\$ 24,100	\$ 24,100	\$ 24,100	\$ 24,100	\$ 24,100	\$ 24,100	\$ 24,100	\$ 12,050	\$ 96,800			
<b>Totals:</b>		\$ 12,619,000	\$ 126,190	\$ 1,742,990	\$ 1,133,200	\$ 1,133,200	\$ 1,133,200	\$ 1,133,200	\$ 1,133,200	\$ 1,133,200	\$ 1,133,200	\$ 1,133,200	\$ 566,500	\$ 4,531,100			
		51.7%	0.6%	7.3%	4.6%	4.6%	4.6%	4.6%	4.6%	4.6%	4.6%	4.6%	4.0%	21.1%			

### Hunt County Bond Program Budget Summary (Complete Program) (3 of 3)

Proj. NO.	Project	Environmental		Surveying Services			Geotech	County	ROW Land	Utilities
		Environmental Services	Topographic	Survey & Mapping	Soil (Utilities)	ROW Map / Documents				
<b>Tier I On-System Capacity Improvements</b>										
I-1	FM 1570 (Ph 1)	\$ 190,000	\$ 68,000	\$ 112,000	\$ 171,000	\$ 164,000	\$ 30,000	\$ 390,000	\$ 200,000	
I-2	FM 1570 (Ph 2)	-	\$ 59,000	\$ 92,000	\$ 158,000	\$ 105,000	\$ 20,000	\$ 260,000	\$ 200,000	
I-3a	SH 34 (Ph 1)	\$ 165,000	\$ 36,000	\$ 102,000	\$ 132,000	\$ 95,000	\$ 20,000	\$ 170,000	\$ 200,000	
I-3b	SH 34 (Ph 2)	-	\$ 55,000	\$ 105,000	\$ 168,000	\$ 69,000	\$ 20,000	\$ 260,000	\$ 200,000	
I-4	FM 2642	\$ 110,000	\$ 58,000	\$ 69,000	\$ 100,000	\$ 91,000	\$ 20,000	\$ 160,000	\$ 200,000	
I-8	SH 34	\$ 95,000	\$ 40,000	\$ 75,000	\$ 17,000	\$ 81,000	\$ 15,000	\$ 90,000	\$ 100,000	
I-10	SH 36	\$ 95,000	\$ 42,000	\$ 57,000	\$ 143,000	\$ 69,000	\$ 20,000	\$ 240,000	\$ 200,000	
I-103	FM 1903	\$ 80,000	\$ 45,000	\$ 54,000	\$ 152,000	\$ 100,000	\$ 20,000	\$ 240,000	\$ 200,000	
I-14a	SH 24 Grade Sep	\$ 80,000	\$ 31,000	\$ 55,000	\$ 10,000	\$ 164,000	\$ 10,000	\$ -	\$ 100,000	
<b>Intersection Safety, Pedestrian &amp; Turn Lane Improvements</b>										
I-14	SH 24 at Grade Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
I-5a	Main St (Ph 1)	\$ 30,000	\$ 26,000	\$ 25,000	\$ 8,000	\$ -	\$ 2,000	\$ -	\$ -	
I-6a	SS 264	\$ 15,000	\$ 26,000	\$ 24,000	\$ 9,000	\$ -	\$ 2,000	\$ -	\$ -	
I-8	FM 1565 @ Elem School	\$ 15,000	\$ 24,000	\$ 16,000	\$ 5,000	\$ -	\$ 2,000	\$ -	\$ -	
I-9	SH 34 and CR 1010	\$ 15,000	\$ 20,000	\$ 10,000	\$ 5,000	\$ -	\$ 2,000	\$ -	\$ -	
I-20	FM 35 and FM 1565	\$ 15,000	\$ 24,000	\$ 10,000	\$ 5,000	\$ -	\$ 2,000	\$ -	\$ -	
<b>Interchange/Intersection &amp; Corridor Studies</b>										
S-2	SH 24 and SH 50	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ -	
S-3	SS 264 and *Old 276*/Main St.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000	\$ -	\$ -	
S-6	SH 34 West Loop Bypass	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ -	
S-7	CR 1010	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000	\$ -	\$ -	
S-10	SH 276 and FM 35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000	\$ -	\$ -	
S-17	US 66	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000	\$ -	\$ -	
S-106a	SH 24 E. Loop Bypass (Ph I)	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ -	
S-106b	SH 24 E. Loop Bypass (Ph II)	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ -	
<b>Totals:</b>		\$ 960,000	\$ 552,000	\$ 806,000	\$ 1,083,000	\$ 896,000	\$ 215,000	\$ 1,810,000	\$ 1,600,000	
		3.9%	2.3%	3.3%	4.4%	3.7%	0.9%	7.4%	6.6%	



# 14,590



FILED FOR RECORD  
 at 12:30 o'clock P M  
 APR 11 2017  
 JENNIFER LINDENZWEIG  
 County Clerk, Hunt County, TX  
 By *[Signature]*

**LIMITED TAX PERMANENT IMPROVEMENT BONDS, SERIES 2017**

**Projected Schedule of Events**

Apr-17						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May-17						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Jun-17						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Jul-17						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Complete By	Day	Event
11-Apr-17	Tuesday	Plan of finance discussion with the Commissioners Court
18-Apr-17	Tuesday	Prepare initial draft of Preliminary Official Statement and send to County and Bond Counsel for review
25-Apr-17	Tuesday	Commissioners Court authorizes to move forward with financing process
3-May-17	Wednesday	Receive information and comments on the Preliminary Official Statement from the County and Bond Counsel
5-May-17	Friday	Provide draft of Preliminary Official Statement and Notice of Sale to Moody's and working group for review
15-May-17	Week of	Rating call with Moody's
29-May-17	Week of	Receive credit rating
31-May-17	Wednesday	Receive information and final comments to Preliminary Official Statement and Notice of Sale from the County and Bond Counsel
1-Jun-17	Thursday	Finalize Preliminary Official Statement and Notice of Sale and distribute electronically through i-deal Prospectus
12-Jun-17	Monday	Sale of the Bonds
13-Jun-17	Tuesday	Commissioners Court approves the sale of the Bonds
20-Jun-17	Tuesday	Print Final Official Statement
18-Jul-17	Tuesday	Bond closing and delivery of funds

FILED FOR RECORD  
at 2:40 o'clock P M

APR 19 2017

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

#14,591

# Hunt County Subdivision Regulations

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## 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.

## Hunt County Subdivision Regulations

### 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

## Hunt County Subdivision Regulations

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

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.

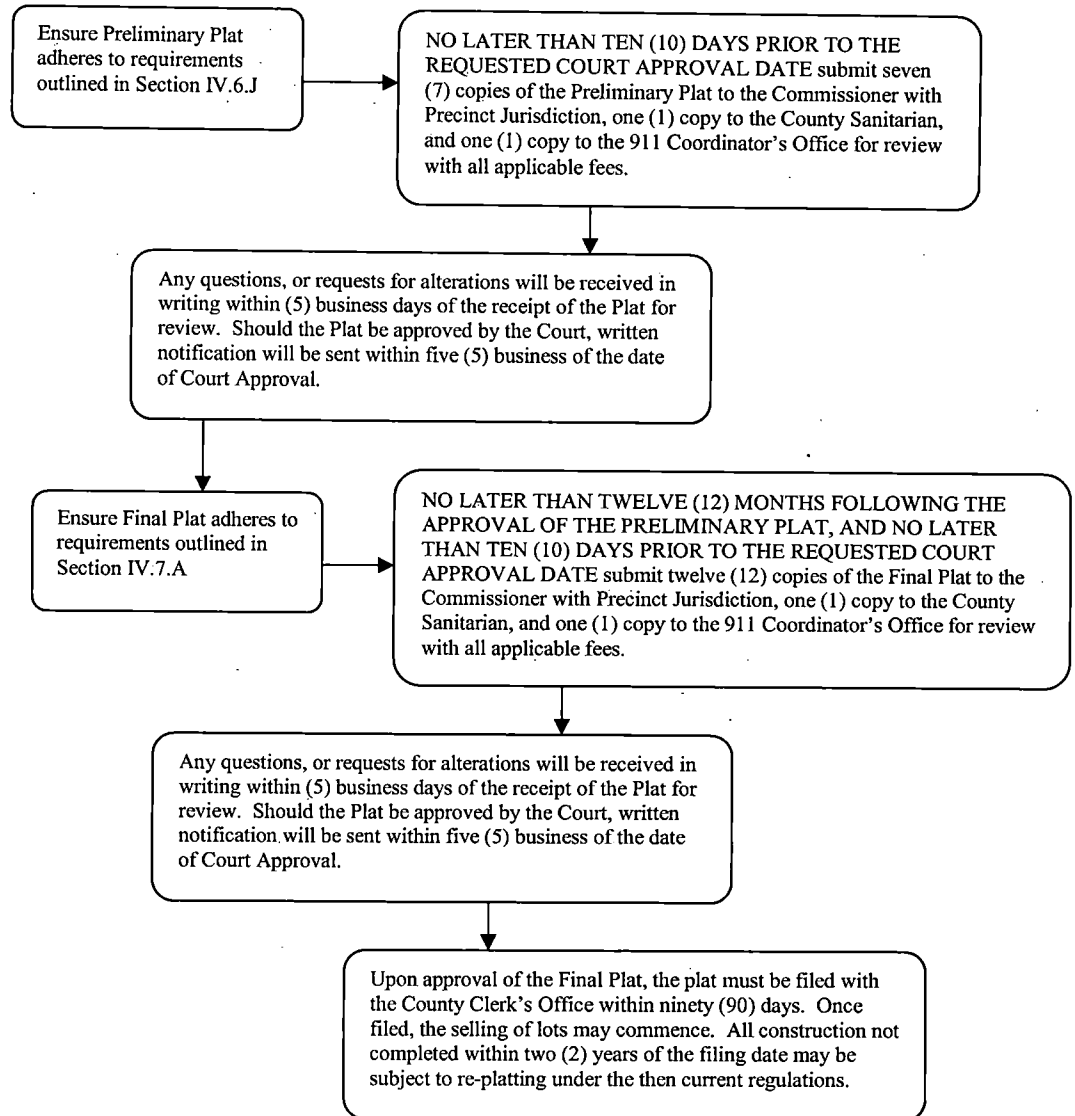
19) The following statement shall be noted on the Final Plat, if applicable:

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.

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Chairman, Planning Commission

### STANDARD PLATTING PROCEDURE FLOW CHART



## Hunt County Subdivision Regulations

### 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.

## Hunt County Subdivision Regulations

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;

## Hunt County Subdivision Regulations

- 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



## Hunt County Subdivision Regulations

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:

<u>Lot Size</u>	<u>Minimum Frontage *</u>
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.

- D. 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.
- E. 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 B**

***Plat Notes for County Officials***

***County Judge's Approval***

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

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

Hunt County Subdivision Regulations

*Commissioners Court Approval*

**Certificate of Approval**

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the Commissioner  
Court of Hunt County, Texas.

\_\_\_\_\_  
County Judge

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Health Department

*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***

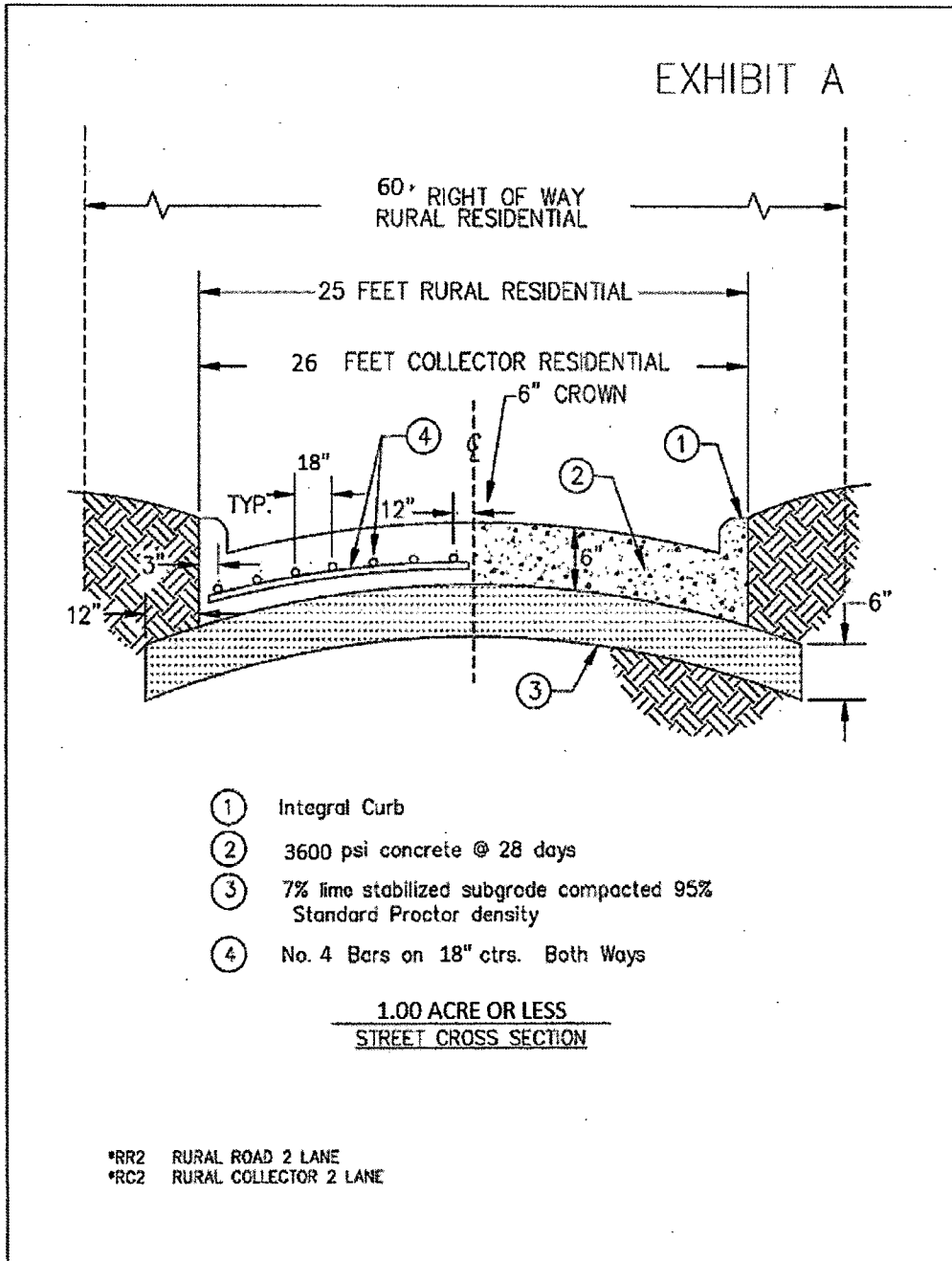
The undersigned owner of the above described property states and acknowledges that the \_\_\_\_\_ foot wide strip of land is designated as a private access easement for the benefit of adjoining landowners only, and that the road on said easement is a private road and not a public, nor a County, road 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



# Hunt County Subdivision Regulations

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP  
ATTORNEYS AT LAW  
2613 Stonewall- Suite A, P.O. Box 8248  
Greenville, Texas 75404  
(903) 454-2059  
fax: (903) 454-9856

# 14,594

AGENDA ITEM

Date: March 29, 2017

To: John Horn, County Judge  
Amanda Blankenship  
Executive Administrative Assistant, Hunt County Judge

From: Sherrina Williams  
Office Manager

Re: Tax Resale Deeds

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

APR 11 2017

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX

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Please find attached **Tax Resale Deeds** for properties which recently sold. These properties were on two separate Resale Auctions last year and did not sale at that time. However, they have recently sold and our office has received the funds. **Therefore, we are asking for approval from the Commissioners Court for this bid/purchase.** If approved, please have deeds signed and returned to our office.

Please feel free to contact me, if you have any questions or need further information.

Thank you.

Enclosed: 6 Deeds

Account Nos.

87977, 86720, 86769, 86770, 86769, 86770, 87978, 87979, 87980, 87981, 87982, 87983,  
89768

**Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your social security number or your driver's license number.**

**TAX RESALE DEED**

**Account #89768**

**STATE OF TEXAS**

**X**

**X KNOW ALL MEN BY THESE PRESENTS**

**COUNTY OF HUNT**

**X**

That **HUNT COUNTY, QUINLAN INDEPENDENT SCHOOL DISTRICT and HUNT MEMORIAL HOSPITAL DISTRICT**, acting through the presiding officer of its governing body, hereunto duly authorized by resolution and order of each respective governing body which is duly recorded in their official Minutes, hereinafter called grantors, for and in consideration of the sum of \$1,498.00 cash in hand paid by

**Juan D. Serrano  
Maria I. Serrano  
1916 Hidden Fairway Dr.  
Wylie, TX 75098**

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, have quitclaimed and by these presents do quitclaim unto said grantee(s) all of the right, title and interest of grantor and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under **Suit No. TAX 19,769**, in the district court of said county, said property being located in Hunt County, Texas, and described as follows:

**ACCOUNT #89768; WHISKERS RETREAT PHASE 2-2, LOT 363, ACRES .86 AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOLUME 894 PAGE 277 IN THE DEED RECORDS OF HUNT COUNTY, TEXAS.**

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantors, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for the present year are to be paid by grantee(s) herein.

This deed is given expressly subject to recorded restrictive covenants running with the land, and valid easements of record as of the date of this sale, if such covenants or easements were recorded prior to January 1 of the year the tax lien(s) arose.

IN TESTIMONY WHEREOF HUNT COUNTY has caused these presents to be executed this  
day of April 11, 2017.

BY: \_\_\_\_\_

  
John Horn, County Judge  
HUNT COUNTY


STATE OF TEXAS

X

COUNTY OF HUNT

X

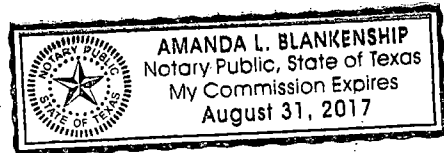
This instrument was acknowledged before me on this 11 day of  
April, 2017, by John Horn, County Judge, of HUNT COUNTY.

  
\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: 8/31/2017

Please return to:

Linebarger Goggan Blair & Sampson, LLP  
PO Box 8248  
Greenville, TX 75404-8248





Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your social security number or your driver's license number.

**TAX RESALE DEED**

Account #87978, #87979, #87980, #87981, #87982, #87983

STATE OF TEXAS

X

X KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HUNT

X

That HUNT COUNTY, CITY OF HAWK COVE, QUINLAN INDEPENDENT SCHOOL DISTRICT and HUNT MEMORIAL HOSPITAL DISTRICT, acting through the presiding officer of its governing body, hereunto duly authorized by resolution and order of each respective governing body which is duly recorded in their official Minutes, hereinafter called grantors, for and in consideration of the sum of \$2,242.00 cash in hand paid by

**Juan D. Serrano and Maria I. Serrano, 1916 Hidden Fairway Dr., Wylie, TX 75098**

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, have quitclaimed and by these presents do quitclaim unto said grantee(s) all of the right, title and interest of grantor and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under **Suit No. TAX 19,854**, in the district court of said county, said property being located in Hunt County, Texas, and described as follows:

**ACCOUNT #87978; Tract No. 1: WHISKERS RETREAT INST # 3, LOT 31 AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOLUME 746 PAGE 459 IN THE DEED RECORDS OF HUNT COUNTY, TEXAS.**

**ACCOUNT #87979; Tract No. 2: WHISKERS RETREAT INST # 3, LOT 31B AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOLUME 746 PAGE 459 IN THE DEED RECORDS OF HUNT COUNTY, TEXAS.**

**ACCOUNT #87980; Tract No. 3: WHISKERS RETREAT INST # 3, LOT 32 AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOLUME 746 PAGE 459 IN THE DEED RECORDS OF HUNT COUNTY, TEXAS.**

**ACCOUNT #87981; Tract No. 4: WHISKERS RETREAT INST # 3, LOT 32B AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOLUME 746 PAGE 459 IN THE DEED RECORDS OF HUNT COUNTY, TEXAS.**

**ACCOUNT #87982; Tract No. 5: WHISKERS RETREAT INST # 3, LOT 33 AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOLUME 746 PAGE 459 IN THE DEED RECORDS OF HUNT COUNTY, TEXAS.**

**ACCOUNT #87983; Tract No. 6: WHISKERS RETREAT INST # 3, LOT 33B AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOLUME 746 PAGE 459 IN THE DEED RECORDS OF HUNT COUNTY, TEXAS.**

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantors, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for the present year are to be paid by grantee(s) herein.

This deed is given expressly subject to recorded restrictive covenants running with the land, and valid easements of record as of the date of this sale, if such covenants or easements were recorded prior to January 1 of the year the tax lien(s) arose.

IN TESTIMONY WHEREOF HUNT COUNTY has caused these presents to be executed this  
day of April 11, 2017.

BY:

  
John Horn, County Judge  
HUNT COUNTY

STATE OF TEXAS

X

COUNTY OF HUNT

X

This instrument was acknowledged before me on this 11 day of  
April, 2017, by John Horn, County Judge, of HUNT COUNTY.

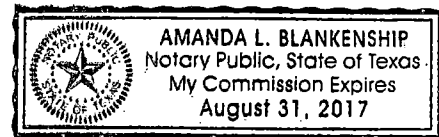
  
Notary Public, State of Texas

My Commission Expires:

August 31, 2017

Please return to:

Linebarger Goggan Blair & Sampson, LLP  
PO Box 8248  
Greenville, TX 75404-8248



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**TAX RESALE DEED**

Account #86679, #86690

STATE OF TEXAS

X

X

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HUNT

X

That HUNT COUNTY, CITY OF HAWK COVE, QUINLAN INDEPENDENT SCHOOL DISTRICT, HUNT COUNTY STATE OF TEXAS and HUNT MEMORIAL HOSPITAL DISTRICT, acting through the presiding officer of its governing body, hereunto duly authorized by resolution and order of each respective governing body which is duly recorded in their official Minutes, hereinafter called grantors, for and in consideration of the sum of \$1,012.00 cash in hand paid by

**Juan D. Serrano and Maria I. Serrano, 1916 Hidden Fairway Dr., Wylie, TX 75098**

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, have quitclaimed and by these presents do quitclaim unto said grantee(s) all of the right, title and interest of grantor and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under **Suit No. TAX 19,123**, in the district court of said county, said property being located in Hunt County, Texas, and described as follows:

**Tract No. 1: WHISKERS RETREAT INSTAL # 1, LOT 86 AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOLUME 717 PAGE 649 IN THE DEED RECORDS OF HUNT COUNTY, TEXAS. – Account 86679**

**Tract No. 2: WHISKERS RETREAT INSTAL # 1, LOT 98 AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOLUME 717 PAGE 649 IN THE DEED RECORDS OF HUNT COUNTY, TEXAS. –Account 86690**

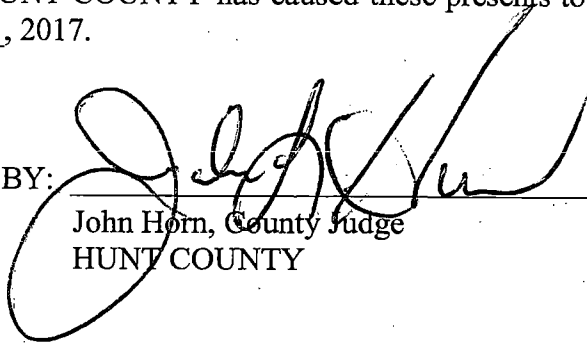
TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantors, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for the present year are to be paid by grantee(s) herein.

This deed is given expressly subject to recorded restrictive covenants running with the land, and valid easements of record as of the date of this sale, if such covenants or easements were recorded prior to January 1 of the year the tax lien(s) arose.

IN TESTIMONY WHEREOF HUNT COUNTY has caused these presents to be executed this  
day of April 11, 2017.

BY:

  
\_\_\_\_\_  
John Horn, County Judge  
HUNT COUNTY

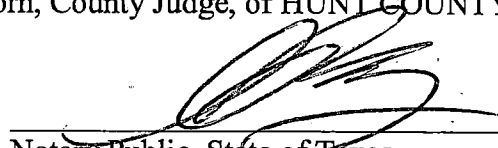
STATE OF TEXAS

X

COUNTY OF HUNT

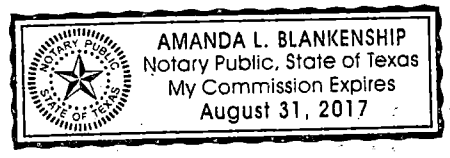
X

This instrument was acknowledged before me on this 11 day of  
April 11, 2017, by John Horn, County Judge, of HUNT COUNTY.

  
\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: August 31, 2017

Please return to:

Linebarger Goggan Blair & Sampson, LLP  
PO Box 8248  
Greenville, TX 75404-8248



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**TAX RESALE DEED**

Account #86769, #86770

STATE OF TEXAS X

X KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HUNT X

That HUNT COUNTY, CITY OF HAWK COVE, QUINLAN INDEPENDENT SCHOOL DISTRICT and HUNT MEMORIAL HOSPITAL DISTRICT, acting through the presiding officer of its governing body, hereunto duly authorized by resolution and order of each respective governing body which is duly recorded in their official Minutes, hereinafter called grantors, for and in consideration of the sum of \$1,264.00 cash in hand paid by

**Juan D. Serrano and Maria I. Serrano, 1916 Hidden Fairway Dr., Wylie, TX 75098**

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, have quitclaimed and by these presents do quitclaim unto said grantee(s) all of the right, title and interest of grantor and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under Suit No. TAX 19,703, in the district court of said county, said property being located in Hunt County, Texas, and described as follows:

**ACCOUNT #86769; Tract No. 1: WHISKERS RETREAT INSTAL # 1, LOT 182 AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOLUME 717 PAGE 523 IN THE DEED RECORDS OF HUNT COUNTY, TEXAS.**

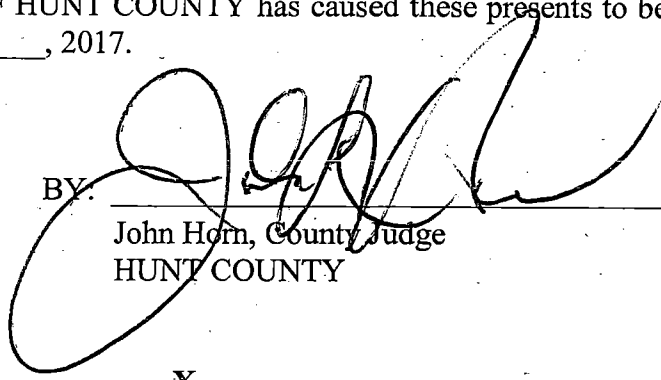
**ACCOUNT #86770; Tract No. 2: WHISKERS RETREAT INSTAL # 1, LOT 183 AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOLUME 717 PAGE 523 IN THE DEED RECORDS OF HUNT COUNTY, TEXAS.**

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantors, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for the present year are to be paid by grantee(s) herein.


This deed is given expressly subject to recorded restrictive covenants running with the land, and valid easements of record as of the date of this sale, if such covenants or easements were recorded prior to January 1 of the year the tax lien(s) arose.

IN TESTIMONY WHEREOF HUNT COUNTY has caused these presents to be executed this  
day of April 11, 2017.

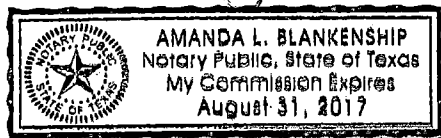
BY:   
John Horn, County Judge  
HUNT COUNTY

STATE OF TEXAS X  
COUNTY OF HUNT X

This instrument was acknowledged before me on this 11 day of  
April, 2017, by John Horn, County Judge, of HUNT COUNTY.

  
Notary Public, State of Texas  
My Commission Expires: August 31, 2017

Please return to:  
Linebarger Goggan Blair & Sampson, LLP  
PO Box 8248  
Greenville, TX 75404-8248



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**TAX RESALE DEED**

Account #86720

STATE OF TEXAS

X

X KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HUNT

X

That HUNT COUNTY, CITY OF HAWK COVE, QUINLAN INDEPENDENT SCHOOL DISTRICT and HUNT MEMORIAL HOSPITAL DISTRICT, acting through the presiding officer of its governing body, hereunto duly authorized by resolution and order of each respective governing body which is duly recorded in their official Minutes, hereinafter called grantors, for and in consideration of the sum of \$573.00 cash in hand paid by

**W. Ward Guffey  
2576 Foxpoint Rd  
Quinlan, TX 75474**

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, have quitclaimed and by these presents do quitclaim unto said grantee(s) all of the right, title and interest of grantor and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under **Suit No. TAX 20,015**, in the district court of said county, said property being located in Hunt County, Texas, and described as follows:

**ACCOUNT #86720; WHISKERS RETREAT INSTAL # 1, LOT 131 AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOLUME 717 PAGE 763 IN THE DEED RECORDS OF HUNT COUNTY, TEXAS.**

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantors, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

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IN TESTIMONY WHEREOF HUNT COUNTY has caused these presents to be executed this  
day of April 11, 2017.

BY:

  
\_\_\_\_\_  
John Horn, County Judge  
HUNT COUNTY


STATE OF TEXAS

X

COUNTY OF HUNT

X

This instrument was acknowledged before me on this 11 day of  
April, 2017, by John Horn, County Judge, of HUNT COUNTY.

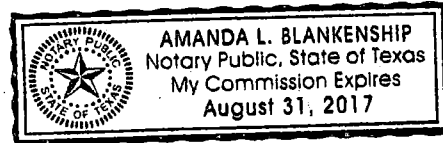
  
\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires:

August 31, 2017

Please return to:

Linebarger Goggan Blair & Sampson, LLP  
PO Box 8248  
Greenville, TX 75404-8248



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**TAX RESALE DEED**

Account #87977

STATE OF TEXAS

X

X KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HUNT

X

That HUNT COUNTY, CITY OF HAWK COVE, QUINLAN INDEPENDENT SCHOOL DISTRICT and HUNT MEMORIAL HOSPITAL DISTRICT, acting through the presiding officer of its governing body, hereunto duly authorized by resolution and order of each respective governing body which is duly recorded in their official Minutes, hereinafter called grantors, for and in consideration of the sum of \$1,236.00 cash in hand paid by

**Juan D. Serrano  
Maria I. Serrano  
1916 Hidden Fairway Dr.  
Wylie, TX 75098**

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, have quitclaimed and by these presents do quitclaim unto said grantee(s) all of the right, title and interest of grantor and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under **Suit No. TAX 19,421**, in the district court of said county, said property being located in Hunt County, Texas, and described as follows:

**ACCOUNT #87977; WHISKERS RETREAT INST # 3, LOT 29A, LTS 29-30A&B AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOLUME 332 PAGE 91 IN THE DEED RECORDS OF HUNT COUNTY, TEXAS.**

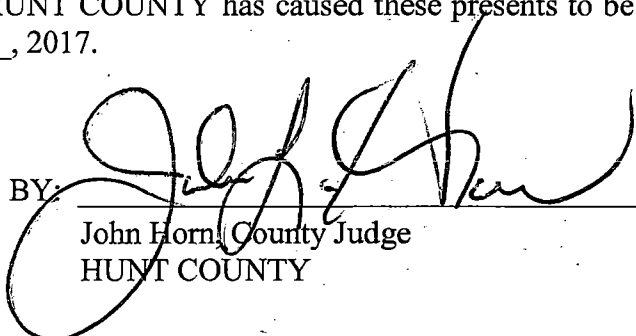
TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantors, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

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IN TESTIMONY WHEREOF HUNT COUNTY has caused these presents to be executed this  
day of April 11, 2017.

BY: \_\_\_\_\_



John Horn, County Judge  
HUNT COUNTY

STATE OF TEXAS

X

COUNTY OF HUNT

X

This instrument was acknowledged before me on this 11 day of  
April, 2017, by John Horn, County Judge, of HUNT COUNTY.

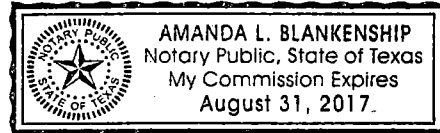


Notary Public, State of Texas

My Commission Expires: August 31, 2017

Please return to:

Linebarger Goggan Blair & Sampson, LLP  
PO Box 8248  
Greenville, TX 75404-8248



# 14,597

APR 11 2017 at 12:38 o'clock P M

APR 11 2017

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

Fax to: 903-408-4291 Att: Sandy  
From: Classification  
JAIL COUNT  
February 28, 2016 - March 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>
28-Mar	224	48	10	0	0	63	345
29-Mar	222	48	8	0	0	62	340
30-Mar	216	47	9	0	0	62	334
31-Mar	205	49	8	0	0	62	324
1-Apr	208	49	8	0	0	62	327
2-Apr	210	52	12	0	0	62	336
3-Apr	211	53	6	0	0	62	332
4-Apr	203	52	10	0	0	62	327
5-Apr	200	50	18	0	0	62	330
6-Apr	202	49	11	0	0	62	324
7-Apr	199	52	13	0	0	61	325
8-Apr	204	50	9	0	0	61	324
9-Apr	207	49	12	0	0	61	329
10-Apr	205	50	5	0	0	61	321