

# 13,853(1)

OCT 13 2015

INTERLOCAL AGREEMENT

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

This Interlocal Agreement (the "Agreement") is made by and between LUBBOCK COUNTY, TEXAS ("LUBBOCK COUNTY"), a political subdivision of the State of Texas, acting through the Regional Public Defender for Capital Cases (the "PD"), and HUNT COUNTY, TEXAS ("PARTICIPANT"), a political subdivision of the State of Texas, (also, individually, a "Party" or, collectively, the "Parties"). This Agreement is made pursuant to the Fair-Defense Act, Texas Code of Criminal Procedure 26.044(b), and Texas Government Code Chapter 791.

RECITALS

WHEREAS, each Party finds: 1) that the subject of this Agreement is necessary for the benefit of the public; and 2) that it has the legal authority to perform and to provide the government function or service which is the subject matter of this Agreement; and,

WHEREAS, the performance of this Agreement by LUBBOCK COUNTY and PARTICIPANT will be in the common interest of the Parties;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I  
PROGRAM

1.01 Program Purpose and Term. The Regional Public Defender for Capital Cases (the "PD"), funded proportionately by the Texas Indigent Defense Commission Multi-Year Discretionary Grant Program Funds (the "TIDC"), will provide court-appointed counsel for individuals charged with the offense of capital murder (death-eligible) in the participating counties and who cannot afford to hire their own attorney. Inmates in units of the Texas Department of Criminal Justice within the region who are charged with capital murder will continue to be represented by the State Counsel on Offenders, or by private counsel in the case of a conflict. Capital murder cases filed against inmates in units of the Texas Department of Criminal Justice shall not be counted in the average number of capital murder cases filed in a county.

Participant recognizes that counties from other Administrative Regions are also participating in the program. Each county's participatory costs are based upon funding by the Texas Indigent Defense Commission Multi-Year Discretionary Grant Program Funds in the amount of \$1,300,000 for FY16 and \$1,300,000 for FY17 as appropriated by the 84th Texas Legislature, and cost-sharing commensurate with all eligible counties applicable inclusion in the program.

Pursuant to continued funding, the TIDC is anticipated to provide funds to operate the PD in the amount of \$2,230,400 for FY16 and the amount of \$1,194,188 for FY17 in addition to the legislative appropriation heretofore described in the paragraph above. It is possible that the TIDC may consider additional funding mechanisms during Fiscal Years

2016 and 2017; however, the TIDC funding is not anticipated to be less than detailed above. In order to provide sustainable funding for the PD office and a fund balance for emergency situations, counties in the region will contribute (with a minimum contribution of \$1,000 per county) per the detailed county allocation schedule marked as Attachment 1 and incorporated herein for all purposes. Based upon this cost-sharing approach, participating counties shall provide the remaining operating costs based upon a formula taking into account the population of the county as a percentage of the whole of the 240 eligible counties (50%) and the average number of capital murder cases filed between 2003 and 2013 as a percentage of the 240 eligible counties (50%).

The Interlocal Agreements shall become effective October 1, 2015, and continue through September 30, 2016. Thereafter, the agreements shall renew automatically each October 1<sup>st</sup> for a successive one-year term through September 30, 2017, unless otherwise terminated under this agreement.

- 1.02 **Judges Authorized to Appoint PD.** The District Courts in the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup> and 9<sup>th</sup> Administrative Judicial Regions in eligible counties may participate in the Program. The Program allows the Honorable Judge(s) of the Judicial District having jurisdiction within PARTICIPANT's geographic boundaries to appoint the PD for the trial defense of death-eligible capital murder cases. In the event of a conflict of interest among defendants or a legal liability for the PD which prevents acceptance of an appointment, the trial court shall appoint an attorney or attorneys other than the PD at the PARTICIPANT's expense.
- 1.03 **Duties and Responsibilities of the PD.** The PD will represent defendants at the trial or re-trial phase only. All decisions pertaining to the presentation of the case will be at the sole discretion of the PD. The PD will at all times be guided by and comply with his or her duties as a licensed attorney in the State of Texas and the Texas Disciplinary Rules of Professional Conduct in making these determinations.
- 1.04 **Program Analysis.** At least quarterly throughout the period of the grant and at the end thereof, the PD will prepare an analysis of the Program, as well as an estimated cost for PARTICIPANT's continued participation after all grant funds are expended. The analysis will consist of a fiscal analysis and an analysis of the effectiveness of the PD in meeting pre-established goals and objectives. The PD will provide copies of the analysis to PARTICIPANT's Commissioners Court and to the Honorable Judges identified of the Participating Administrative Judicial Regions. PARTICIPANT shall have three months from the date the cost analysis is provided to the Commissioners Courts to consider the analysis and determine whether it will continue to participate in the Program. If PARTICIPANT requests to continue participating in the Program, a new interlocal agreement as to funding and the funding cycle will be necessary.
- 1.05 **Data for the Analysis.** As consideration for its participation in the Program, PARTICIPANT agrees to provide the PD information as needed to conduct the analysis, including the current payment schedule for court-appointed counsel on capital murder

cases, and the previous five fiscal years' data on the amount PARTICIPANT paid for appointed counsel on capital murder cases, if available.

- 1.06 **Additional Experts.** PARTICIPANT will continue to incur the expense of additional experts as approved by the local court.
- 1.07 **Fact Investigators and Mitigation Specialists.** The PD will provide a fact investigator and mitigation specialist to cases assigned to the PD office.
- 1.08 **No other Costs Incurred.** Neither the TIDC nor the PD will assume any additional costs associated with representation of indigent defendants. Costs of interpreters or any other collateral cost must be absorbed by PARTICIPANT.

**ARTICLE II**  
**OTHER TERMS AND CONDITIONS**

- 2.01 **Notice and Addresses.** Unless otherwise specifically provided herein, all notices, reports, and invoices required under this Agreement shall be given in person or by certified or registered mail, addressed to the proper Party, at the following address:

**If to LUBBOCK COUNTY:**

Honorable Tom V. Head  
County Judge  
Lubbock County  
PO Box 10536  
Lubbock, Texas 79408

**And:**

Jack Stoffregen  
Chief Public Defender  
Regional Public Defender for Capital Cases  
P O Box 2097  
Lubbock, Texas 79408

**If to PARTICIPANT:**

Honorable John L Horn  
County Judge  
Hunt County  
2500 Lee Street  
Greenville, Texas 75401

- 2.02 **No Partnership.** Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
- 2.03 **Waiver.** The failure of any Party to insist upon the performance of any terms or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.
- 2.04 **Benefit of the Parties.** The terms and conditions of this Agreement are solely for the benefit of the Parties and are not intended to create any rights, contractual or otherwise, for any other person or entity.
- 2.05 **Force Majeure.** If the performance of any obligation under this Agreement is delayed by something reasonably beyond the control of the Party obligated to perform ("Force Majeure"), that Party shall be excused from performing the obligation during that period, so that the time period applicable to the performance shall be extended for a period of time equal to the period that Party was delayed due to the event of Force Majeure.
- 2.06 **Severability.** In case any 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 and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.
- 2.07 **Prior Agreements Superseded.** This Agreement constitutes the only agreement of the Parties and supersedes any prior understanding or written or oral agreements between the Parties respecting the within subject matter.
- 2.08 **Amendments.** In order to be binding, an amendment to this Agreement must be in writing, dated subsequent to the date of this Agreement, and executed by the Parties.
- 2.09 **Withdrawal by Party.**
- (a) **Voluntary Withdrawal.** Voluntary withdrawal by PARTICIPANT from the Agreement shall occur upon the affirmative decision by PARTICIPANT's Commissioners Court to withdraw from the Agreement and the withdrawing PARTICIPANT giving at least one hundred and eighty (180) calendar days' notice to LUBBOCK COUNTY and the PD. The effective date of voluntary withdrawal shall be one hundred and eighty (180) calendar days after the withdrawing Participant gives notice to LUBBOCK COUNTY.
- (b) **Involuntary Withdrawal.** PARTICIPANT shall be deemed to have involuntarily withdrawn from the Agreement upon the failure by the PARTICIPANT to pay any

cost-sharing payment by the due date, as provided in a notice to the PARTICIPANT. PARTICIPANT shall be given thirty (30) days written notice of non-payment by the PD office and shall not be deemed to be in default until the expiration of thirty (30) days after receipt of the written notice.

(c) In the event that PARTICIPANT withdraws under (a) or (b) and the PD is representing an individual or individuals after having been appointed by a court in PARTICIPANT'S county, beginning on the effective date of the withdrawal, PARTICIPANT shall be responsible for timely payment of \$150.00 per hour for the first chair attorney, \$125.00 per hour for the second chair attorney, \$60.00 per hour for the mitigation specialist and \$50.00 per hour for the investigator. Additionally, PARTICIPANT shall also timely pay upon receipt and documentation all investigative costs incurred by the PD including but not limited to travel, lodging, meals and records collection.

SIGNED AND EXECUTED this 13 day of OCTOBER, 2015.


COUNTY OF LUBBOCK

  
Honorable Thomas V. Head  
County Judge 12-1-15

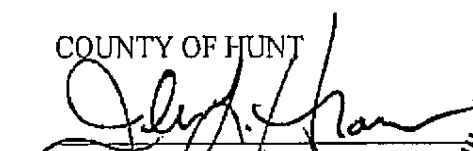
ATTEST:

  
Honorable Kelly Pinion  
Lubbock County Clerk

APPROVED AS TO CONTENT:

  
Jack Stoffregen  
Chief Public Defender  
Regional Public Defender  
for Capital Cases

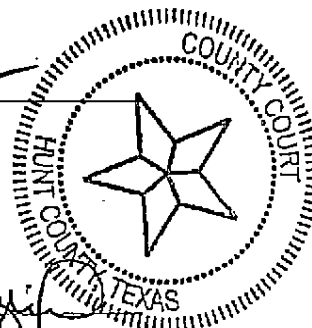
COUNTY OF HUNT

  
Honorable John L'Horn  
County Judge

ATTEST:

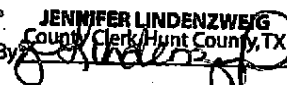
  
Jennifer Lindenzweig  
Hunt County Clerk

APPROVED AS TO CONTENT:



FILED FOR RECORD  
at 11:15 o'clock 2 M

DEC 14 2015

JENNIFER LINDENZWEIG  
County Clerk Hunt County, TX  
By 

REVIEWED FOR FORM:

REVIEWED FOR FORM:



R. Neal Burt  
Civil Division Chief  
Criminal District Attorney's Office  
Lubbock County

FILED FOR RECORD  
at 11:15 o'clock a M

DEC 14 2015

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By 

County	2010 Pop	% Total Population	Avg cases per yr	%Total Cases	FY16	FY17
Anderson	58,458	0.66%	0.9	0.69%	\$20,828.82	\$20,828.82
Andrews	14,786	0.17%	0.4	0.31%	\$7,307.91	\$7,307.91
Angelina	86,771	0.97%	1.3	1.00%	\$30,492.07	\$30,492.07
Aransas	23,158	0.26%	0.2	0.15%	\$6,398.97	\$6,398.97
Archer	9,054	0.10%	0.0	0.00%	\$1,576.49	\$1,576.49
Armstrong	1,901	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Atascosa	44,911	0.50%	0.6	0.46%	\$14,919.98	\$14,919.98
Austin	28,417	0.32%	0.9	0.69%	\$15,598.06	\$15,598.06
Bailey	7,165	0.08%	0.6	0.46%	\$8,347.62	\$8,347.62
Bandera	20,485	0.23%	0.1	0.08%	\$4,750.21	\$4,750.21
Bastrop	74,171	0.83%	0.5	0.38%	\$18,831.42	\$18,831.42
Baylor	3,726	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Bee	31,861	0.36%	1.6	1.23%	\$24,481.11	\$24,481.11
Bell	310,235	3.48%	6	4.62%	\$125,018.81	\$125,018.81
Blanco	10,497	0.12%	0.2	0.15%	\$4,194.43	\$4,194.43
Borden	641	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Bosque	18,212	0.20%	0.3	0.23%	\$6,721.11	\$6,721.11
Bowie	92,565	1.04%	2.9	2.23%	\$50,434.37	\$50,434.37
Brazoria	313,166	3.52%	1.2	0.92%	\$68,728.81	\$68,728.81
Brazos	194,851	2.19%	2.7	2.08%	\$65,877.81	\$65,877.81
Brewster	9,232	0.10%	0	0.00%	\$1,607.48	\$1,607.48
Briscoe	1,637	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Brooks	7,223	0.08%	0	0.00%	\$1,257.67	\$1,257.67
Brown	38,106	0.43%	1.9	1.46%	\$29,118.52	\$29,118.52
Burleson	17,187	0.19%	0.5	0.38%	\$8,909.32	\$8,909.32
Burnet	42,750	0.48%	0.1	0.08%	\$8,627.01	\$8,627.01
Caldwell	38,066	0.43%	0.1	0.08%	\$7,811.42	\$7,811.42
Calhoun	21,381	0.24%	0.3	0.23%	\$7,272.90	\$7,272.90
Callahan	13,544	0.15%	0.1	0.08%	\$3,541.63	\$3,541.63
Camp	12,401	0.14%	0	0.00%	\$2,159.27	\$2,159.27
Carson	6,182	0.07%	0	0.00%	\$1,076.41	\$1,076.41
Cass	30,464	0.34%	0.5	0.38%	\$11,221.12	\$11,221.12
Castro	8,062	0.09%	0	0.00%	\$1,403.76	\$1,403.76
Chambers	35,096	0.39%	0.2	0.15%	\$8,477.63	\$8,477.63
Cherokee	50,845	0.57%	0.4	0.31%	\$13,586.54	\$13,586.54
Childress	7,041	0.08%	0	0.00%	\$1,225.98	\$1,225.98
Clay	10,752	0.12%	0.3	0.23%	\$5,422.17	\$5,422.17

Cochran	3,127	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Coke	3,320	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Coleman	8,895	0.10%	0.1	0.08%	\$2,732.15	\$2,732.15
Collingsworth	3,057	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Colorado	20,874	0.23%	0.1	0.08%	\$4,817.94	\$4,817.94
Comal	108,472	1.22%	0.4	0.31%	\$23,620.60	\$23,620.60
Comanche	13,974	0.16%	0.2	0.15%	\$4,799.85	\$4,799.85
Concho	4,087	0.05%	0	0.00%	\$1,000.00	\$1,000.00
Cooke	38,437	0.43%	0.9	0.69%	\$17,342.75	\$17,342.75
Coryell	75,388	0.85%	0.8	0.62%	\$22,593.35	\$22,593.35
Cottle	1,505	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Crane	4,375	0.05%	0.1	0.08%	\$1,945.12	\$1,945.12
Crockett	3,719	0.04%	0.1	0.08%	\$1,830.90	\$1,830.90
Crosby	6,059	0.07%	0.1	0.08%	\$2,238.34	\$2,238.34
Culberson	2,398	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Dallam	6,703	0.08%	0	0.00%	\$1,167.13	\$1,167.13
Dawson	13,833	0.16%	0	0.00%	\$2,408.61	\$2,408.61
De Witt	20,097	0.23%	0	0.00%	\$3,499.31	\$3,499.31
Deaf Smith	19,372	0.22%	0.1	0.08%	\$4,556.41	\$4,556.41
Delta	5,231	0.06%	0.1	0.08%	\$2,094.17	\$2,094.17
Dickens	2,444	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Dimmit	9,996	0.11%	0.1	0.08%	\$2,923.85	\$2,923.85
Donley	3,677	0.04%	0.1	0.08%	\$1,823.58	\$1,823.58
Duval	11,782	0.13%	0	0.00%	\$2,051.49	\$2,051.49
Eastland	18,583	0.21%	0.1	0.08%	\$4,419.03	\$4,419.03
Ector	137,130	1.54%	3.8	2.92%	\$68,844.13	\$68,844.13
Edwards	2,002	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Ellis	149,610	1.68%	1	0.77%	\$37,883.62	\$37,883.62
Erath	37,890	0.43%	1.2	0.92%	\$20,797.53	\$20,797.53
Falls	17,866	0.20%	0.8	0.62%	\$12,577.57	\$12,577.57
Fannin	33,915	0.38%	0.5	0.38%	\$11,822.01	\$11,822.01
Fayette	24,554	0.28%	0	0.00%	\$4,275.36	\$4,275.36
Fisher	3,974	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Floyd	6,446	0.07%	0	0.00%	\$1,122.38	\$1,122.38
Foard	1,336	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Franklin	10,605	0.12%	0.6	0.46%	\$8,946.60	\$8,946.60
Freestone	19,816	0.22%	0.2	0.15%	\$5,817.06	\$5,817.06
Frio	17,217	0.19%	0.4	0.31%	\$7,731.20	\$7,731.20
Gaines	17,526	0.20%	0.8	0.62%	\$12,518.37	\$12,518.37
Galveston	291,309	3.27%	3.1	2.39%	\$87,406.52	\$87,406.52
Garza	6,461	0.07%	0	0.00%	\$1,124.99	\$1,124.99



Gillespie	24,837	0.28%	0	0.00%	\$4,324.64	\$4,324.64
Glasscock	1,226	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Goliad	7,210	0.08%	0.1	0.08%	\$2,438.75	\$2,438.75
Gonzales	19,807	0.22%	0.7	0.54%	\$11,732.20	\$11,732.20
Gray	22,535	0.25%	0.8	0.62%	\$13,390.54	\$13,390.54
Grayson	120,877	1.36%	1.9	1.46%	\$43,530.67	\$43,530.67
Gregg	121,730	1.37%	2	1.54%	\$44,862.54	\$44,862.54
Grimes	26,604	0.30%	0.2	0.15%	\$6,998.99	\$6,998.99
Guadalupe	131,533	1.48%	1.3	1.00%	\$38,286.06	\$38,286.06
Hale	36,273	0.41%	0.5	0.38%	\$12,232.59	\$12,232.59
Hall	3,353	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Hamilton	8,517	0.10%	0	0.00%	\$1,482.99	\$1,482.99
Hansford	5,613	0.06%	0.1	0.08%	\$2,160.68	\$2,160.68
Hardeman	4,139	0.05%	0	0.00%	\$1,000.00	\$1,000.00
Hardin	54,635	0.61%	0.7	0.54%	\$17,796.48	\$17,796.48
Harrison	65,631	0.74%	2.8	2.15%	\$44,561.26	\$44,561.26
Hartley	6,062	0.07%	0	0.00%	\$1,055.52	\$1,055.52
Haskell	5,899	0.07%	0	0.00%	\$1,027.14	\$1,027.14
Hays	157,107	1.76%	0.9	0.69%	\$38,005.66	\$38,005.66
Hemphill	3,807	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Henderson	78,532	0.88%	0.7	0.54%	\$21,957.44	\$21,957.44
Hill	35,089	0.39%	0.5	0.38%	\$12,026.43	\$12,026.43
Hockley	22,935	0.26%	0	0.00%	\$3,993.46	\$3,993.46
Hood	51,182	0.57%	0.6	0.46%	\$16,011.90	\$16,011.90
Hopkins	35,161	0.39%	0.4	0.31%	\$10,855.62	\$10,855.62
Houston	23,732	0.27%	0.4	0.31%	\$8,865.60	\$8,865.60
Howard	35,012	0.39%	0	0.00%	\$6,096.32	\$6,096.32
Hudspeth	3,476	0.04%	0.25	0.19%	\$3,563.60	\$3,563.60
Hunt	86,129	0.97%	2.8	2.15%	\$48,130.39	\$48,130.39
Hutchinson	22,150	0.25%	0.3	0.23%	\$7,406.80	\$7,406.80
Irion	1,599	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Jack	9,044	0.10%	0	0.00%	\$1,574.75	\$1,574.75
Jackson	14,075	0.16%	0.3	0.23%	\$6,000.77	\$6,000.77
Jasper	35,710	0.40%	1.5	1.15%	\$23,967.96	\$23,967.96
Jeff Davis	2,342	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Jefferson	252,273	2.83%	4.1	3.16%	\$92,442.95	\$92,442.95
Jim Hogg	5,300	0.06%	0	0.00%	\$1,000.00	\$1,000.00
Jim Wells	40,838	0.46%	1.8	1.39%	\$28,410.88	\$28,410.88
Johnson	150,934	1.69%	1	0.77%	\$38,114.16	\$38,114.16
Jones	20,202	0.23%	1.1	0.85%	\$16,534.34	\$16,534.34
Karnes	14,824	0.17%	0	0.00%	\$2,581.17	\$2,581.17

Kaufman	103,350	1.16%	2.1	1.62%	\$42,845.54	\$42,845.54
Kendall	33,410	0.38%	0.2	0.15%	\$8,184.06	\$8,184.06
Kenedy	416	0.00%	0	0.00%	\$1,000.00	\$1,000.00
Kent	808	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Kerr	49,625	0.56%	0.3	0.23%	\$12,190.77	\$12,190.77
Kimble	4,607	0.05%	0.2	0.15%	\$3,168.86	\$3,168.86
King	286	0.00%	0	0.00%	\$1,000.00	\$1,000.00
Kinney	3,598	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Kieberg	32,061	0.36%	0.7	0.54%	\$13,865.87	\$13,865.87
Knox	3,719	0.04%	0	0.00%	\$1,000.00	\$1,000.00
La Salle	6,886	0.08%	0.3	0.23%	\$4,749.02	\$4,749.02
Lamar	49,793	0.56%	1.9	1.46%	\$31,153.47	\$31,153.47
Lamb	13,977	0.16%	0.1	0.08%	\$3,617.03	\$3,617.03
Lampasas	19,677	0.22%	0.4	0.31%	\$8,159.54	\$8,159.54
Lavaca	19,263	0.22%	0.5	0.38%	\$9,270.79	\$9,270.79
Lee	16,612	0.19%	0.1	0.08%	\$4,075.84	\$4,075.84
Leon	16,801	0.19%	0.1	0.08%	\$4,108.74	\$4,108.74
Liberty	75,643	0.85%	1.7	1.31%	\$33,287.81	\$33,287.81
Limestone	23,384	0.26%	0.9	0.69%	\$14,721.71	\$14,721.71
Lipscomb	3,302	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Live Oak	11,531	0.13%	0	0.00%	\$2,007.79	\$2,007.79
Llano	19,301	0.22%	0	0.00%	\$3,360.71	\$3,360.71
Loving	82	0.00%	0	0.00%	\$1,000.00	\$1,000.00
Lubbock	278,831	3.13%	3	2.31%	\$84,050.50	\$84,050.50
Lynn	5,915	0.07%	0	0.00%	\$1,029.92	\$1,029.92
Madison	13,664	0.15%	0.8	0.62%	\$11,845.91	\$11,845.91
Marion	10,546	0.12%	0.1	0.08%	\$3,019.62	\$3,019.62
Martin	4,799	0.05%	0	0.00%	\$1,000.00	\$1,000.00
Mason	4,012	0.05%	0	0.00%	\$1,000.00	\$1,000.00
Matagorda	36,702	0.41%	1.1	0.85%	\$19,407.33	\$19,407.33
Maverick	54,258	0.61%	0	0.00%	\$9,447.45	\$9,447.45
McCulloch	8,283	0.09%	0	0.00%	\$1,442.24	\$1,442.24
McLennan	234,906	2.64%	3.7	2.85%	\$84,685.63	\$84,685.63
McMullen	707	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Medina	46,006	0.52%	0.7	0.54%	\$16,293.99	\$16,293.99
Menard	2,242	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Midland	136,872	1.54%	1	0.77%	\$35,665.67	\$35,665.67
Milam	24,757	0.28%	0.4	0.31%	\$9,044.07	\$9,044.07
Mills	4,936	0.06%	0	0.00%	\$1,000.00	\$1,000.00
Mitchell	9,403	0.11%	0	0.00%	\$1,637.26	\$1,637.26
Montague	19,719	0.22%	0.8	0.62%	\$12,900.21	\$12,900.21

Moore	21,904	0.25%	0.3	0.23%	\$7,363.96	\$7,363.96
Morris	12,934	0.15%	0.2	0.15%	\$4,618.76	\$4,618.76
Motley	1,210	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Nacogdoches	64,524	0.72%	1.7	1.31%	\$31,351.76	\$31,351.76
Navarro	47,735	0.54%	0.6	0.46%	\$15,411.70	\$15,411.70
Newton	14,445	0.16%	0.2	0.15%	\$4,881.86	\$4,881.86
Nolan	15,216	0.17%	0.2	0.15%	\$5,016.10	\$5,016.10
Ochiltree	10,223	0.11%	0	0.00%	\$1,780.04	\$1,780.04
Oldham	2,052	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Orange	81,837	0.92%	0.7	0.54%	\$22,532.91	\$22,532.91
Palo Pinto	28,111	0.32%	0.9	0.69%	\$15,544.78	\$15,544.78
Panola	23,796	0.27%	0.2	0.15%	\$6,510.06	\$6,510.06
Parker	116,927	1.31%	0.6	0.46%	\$27,459.47	\$27,459.47
Parmer	10,269	0.12%	0	0.00%	\$1,788.05	\$1,788.05
Pecos	15,507	0.17%	0.5	0.38%	\$8,616.79	\$8,616.79
Polk	45,413	0.51%	1.6	1.23%	\$26,840.80	\$26,840.80
Potter	121,073	1.36%	1.6	1.23%	\$40,014.78	\$40,014.78
Presidio	7,818	0.09%	0	0.00%	\$1,361.28	\$1,361.28
Rains	10,914	0.12%	0.6	0.46%	\$9,000.40	\$9,000.40
Randall	120,725	1.36%	1.6	1.23%	\$39,954.19	\$39,954.19
Reagan	3,367	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Real	3,309	0.04%	0.1	0.08%	\$1,759.51	\$1,759.51
Red River	12,860	0.14%	0.5	0.38%	\$8,155.90	\$8,155.90
Reeves	13,783	0.15%	0.1	0.08%	\$3,583.25	\$3,583.25
Refugio	7,383	0.08%	0	0.00%	\$1,285.53	\$1,285.53
Roberts	929	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Robertson	16,622	0.19%	0.7	0.54%	\$11,177.62	\$11,177.62
Rockwall	78,337	0.88%	0.3	0.23%	\$17,190.12	\$17,190.12
Runnels	10,501	0.12%	0	0.00%	\$1,828.44	\$1,828.44
Rusk	53,330	0.60%	2	1.54%	\$32,952.68	\$32,952.68
Sabine	10,834	0.12%	0.4	0.31%	\$6,619.79	\$6,619.79
San Augustine	8,865	0.10%	1	0.77%	\$13,376.99	\$13,376.99
San Jacinto	26,384	0.30%	1.1	0.85%	\$17,610.75	\$17,610.75
San Patricio	64,804	0.73%	0.3	0.23%	\$14,833.75	\$14,833.75
San Saba	6,131	0.07%	0.7	0.54%	\$9,350.92	\$9,350.92
Schleicher	3,461	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Scurry	16,921	0.19%	0.2	0.15%	\$5,312.98	\$5,312.98
Shackelford	3,378	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Shelby	25,448	0.29%	0.9	0.69%	\$15,081.09	\$15,081.09
Sherman	3,034	0.03%	0.1	0.08%	\$1,711.62	\$1,711.62
Smith	209,714	2.35%	3.8	2.92%	\$81,482.52	\$81,482.52

Somervell	8,490	0.10%	0	0.00%	\$1,478.29	\$1,478.29
Starr	60,968	0.68%	1.5	1.15%	\$28,365.91	\$28,365.91
Stephens	9,630	0.11%	0	0.00%	\$1,676.78	\$1,676.78
Sterling	1,143	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Stonewall	1,490	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Sutton	4,128	0.05%	0.2	0.15%	\$3,085.45	\$3,085.45
Swisher	7,854	0.09%	0.2	0.15%	\$3,734.23	\$3,734.23
Taylor	131,506	1.48%	1.1	0.85%	\$35,914.68	\$35,914.68
Terrell	984	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Terry	12,651	0.14%	0.1	0.08%	\$3,386.14	\$3,386.14
Throckmorton	1,641	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Titus	32,334	0.36%	0.1	0.08%	\$6,813.36	\$6,813.36
Tom Green	110,224	1.24%	0.2	0.15%	\$21,558.97	\$21,558.97
Trinity	14,585	0.16%	0	0.00%	\$2,539.55	\$2,539.55
Tyler	21,766	0.24%	0.5	0.38%	\$9,706.62	\$9,706.62
Upshur	39,309	0.44%	0.9	0.69%	\$17,494.58	\$17,494.58
Upton	3,355	0.04%	0.1	0.08%	\$1,767.52	\$1,767.52
Uvalde	26,405	0.30%	0.4	0.31%	\$9,331.02	\$9,331.02
Val Verde	48,879	0.55%	0.4	0.31%	\$13,244.21	\$13,244.21
Van Zandt	52,579	0.59%	0.7	0.54%	\$17,438.48	\$17,438.48
Victoria	86,793	0.97%	2.4	1.85%	\$43,512.64	\$43,512.64
Walker	67,861	0.76%	0.2	0.15%	\$14,182.69	\$14,182.69
Waller	43,205	0.49%	0.9	0.69%	\$18,172.96	\$18,172.96
Ward	10,658	0.12%	0.1	0.08%	\$3,039.12	\$3,039.12
Washington	33,718	0.38%	0.2	0.15%	\$8,237.69	\$8,237.69
Webb	250,304	2.81%	1.2	0.92%	\$57,783.22	\$57,783.22
Wharton	41,280	0.46%	1.6	1.23%	\$26,121.16	\$26,121.16
Wheeler	5,410	0.06%	0.1	0.08%	\$2,125.33	\$2,125.33
Wichita	131,500	1.48%	1.7	1.31%	\$43,013.68	\$43,013.68
Wilbarger	13,535	0.15%	0.5	0.38%	\$8,273.43	\$8,273.43
Willacy	22,134	0.25%	0.5	0.38%	\$9,820.78	\$9,820.78
Wilson	42,918	0.48%	0	0.00%	\$7,472.92	\$7,472.92
Winkler	7,110	0.08%	0	0.00%	\$1,238.00	\$1,238.00
Wise	59,127	0.66%	0.5	0.38%	\$16,211.94	\$16,211.94
Wood	41,964	0.47%	0.3	0.23%	\$10,856.83	\$10,856.83
Yoakum	7,879	0.09%	0	0.00%	\$1,371.90	\$1,371.90
Young	18,550	0.21%	0.2	0.15%	\$5,596.62	\$5,596.62
Zapata	14,018	0.16%	0.1	0.08%	\$3,624.17	\$3,624.17
Zavala	11,677	0.13%	0	0.00%	\$2,033.21	\$2,033.21

# 13,853 (2)

# HUNT COUNTY SHERIFF'S CRIME CONTROL

## 2015-2016 Budget

Balance (09/30/2015)

\$ 110,566.21

FILED FOR RECORD  
at 12:00 o'clock P M

OCT 13 2015

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

### Expenditures:

A. Investigative Support		-0-
B. Criminal Investigation-investigative expenses, covert operations, crime scene expenses, photographs, diagrams and maps.		-0-
C. Equipment-firearms, ballistics vests, flashlights, vehicles, equipment to assist/aid in the investigation of criminal activity.		-0-
D. Employee Benefits: (October 2015 thru May 2016)		107,566.21
Cell Phone Allowance	18,620.00	
Certificate Pay	57,780.00	
Part Time K9 Officer	37,369.00	
Stipend-Oxford	6,725.00	
Stipend-Washington	<u>25,935.00</u>	
Annual Total	\$146,429.00	
E. Educations: community events, internships, SO Academy scholarships		3,000.00
F. Meeting Supplies		-0-
0.00		

**TOTAL**

**\$110,566.21**

**Hunt County Sheriff's Office  
Federal Forfeiture Account  
2015-2016 Budget**

# 13,853(3)

FILED FOR RECORD  
at 10:20 o'clock P M

OCT 13 2015

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

**Balance (10/01/2015)**

**\$ 320,478.18**

**Expenditures:**

- A. Law Enforcement Investigations**-the support of investigations and operations that may result in furthering the law enforcement goals and mission such as payment of overtime for officers and investigators, payments to informants, "buy" "flash" or reward money, purchase of evidence. **110,478.18**
- B. Law Enforcement Training**-the training of officers, investigators, prosecutors, and law enforcement support personnel in any area that is necessary to perform official law enforcement duties. Priority consideration should be given to training in: (1) asset forfeiture in general (statutory requirements, policies, procedures, case law); (2) the Fourth Amendment (search and seizure, probable cause, drafting affidavits, confidential informant reliability); (3) ethics and the National Code of Professional Conduct for Asset Forfeiture; (4) due process; (5) protecting the rights of innocent third parties (individuals and lienholders); (6) use of computers and other equipment in support of law enforcement duties; and (7) the Guide to Equitable Sharing for State and Local Law Enforcement Agencies. **15,000.00**
- C. Law Enforcement Equipment**- the cost associates with the purchase, lease, maintenance, or operation of law enforcement equipment for use by law enforcement personnel that supports law enforcement activities. Examples: furniture, file cabinets, office supplies, telecommunications equipment, copiers, safes, fitness equipment, computers, computer accessories and software, body armor, uniforms, firearms, radios, cellular telephones, electronic surveillance equipment, patrol cars and surveillance vehicle. **165,000.00**

**Special Response Vehicle 6 x 6** **10,000.00**
- D. Law Enforcement Travel and Transportation**-the costs associated with travel and transportation to perform or in support of law enforcement duties and activities. All related costs must be in accordance with the agency's state per diem and must not create the appearance of extravagance or impropriety. **7,000.00**
- E. Law Enforcement Awards and Memorials**-the cost of award plaques and certificates for law enforcement personnel, provided that the plaque or certificate is in recognition of a law enforcement achievement, activity or completion of law enforcement training. Cannot be used to pay cash awards. **3,000.00**

**F. Support of Community Based Programs-** Drug and crime prevention education, and non-profit community based programs or activities. All expenditures must be supportive of and consistent with a law enforcement effort, policy and/or initiative.

10,000.00

**TOTAL**

**\$ 320,478.18**

Oracle Elevator

#13,854(1)

September 23, 2015

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

OCT 13 2015

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By 

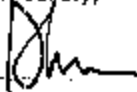
Cheryl Lowery  
Hunt county Purchasing Agent  
2507 Lee Street Rm 104  
Greenville, Texas 75401

RE: Renewal of Annual Maintenance Agreement for Hunt County

In response to your letter dated September 17, 2015, Oracle Elevator will accept the renewal of the elevator maintenance agreement for Hunt county for the term of December 1, 2015 through November 30, 2016.

We look forward to the continued opportunity to be of service.

Sincerely,



David Baucom  
Regional Vice President

Southwest Division  
Dallas, Ft Worth, Houston, San Antonio and Corpus Christi  
620 Crestside Dr Duncanville, TX 75137  
972-293-8825 or 972-293-8836 f  
1-888-320-0563 toll free  
TDLR License #20112





**RENEWAL OF THE ADDENDUM TO THE HART WARRANTY, SUPPORT, AND LICENSE AGREEMENT**

WHEREAS, Hart Intercivic and Hunt County, TX ("Client") entered into an Addendum to the Warranty, Support, and License Agreement on or about June 13, 2013 and

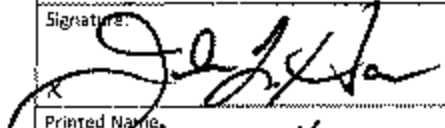
WHEREAS, the second term commitment in the Addendum was defined as three (3) years and stated:

"Second Term Commitment. After the Initial Term Commitment Period, Client may elect to renew for a period equal to the Second Term Commitment Period by sending written notice to Hart. For the Second Term Commitment Period, Hart may increase the Annual Fee one time at the beginning of such period by a maximum of four percent (4%) of the Annual Fee for the Base Year, and such adjusted fee shall apply for the remainder of the Second Term Commitment Period."

And WHEREAS Client now wishes to extend the Addendum into the second term of 12/21/13 - 11/21/18 at the rate of \$28,057.00 per year with current equipment and software licenses (additional equipment and licenses will increase the rate but will also lock in to this agreement),

THEREFORE, Client's signature below signifies a commitment to a second term under the conditions in the Addendum and the understanding that any unused portion of this commitment may be transferred to any future voting system (e.g., Verity) offered by Hart Intercivic during this second term

Agreed and Accepted.

Customer Name: <u>Hunt County</u>			
Billing Address: <u>PO Box 1097</u>	City: <u>Greenville</u>	State: <u>TX</u>	Zip: <u>75403</u>
Primary Phone: <u>903-408-4100</u>	Email:		
Signature: 			
Printed Name: <u>Lewis L. Horn</u>	Title: <u>HUNT COUNTY JUDGE</u>		

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

Execute and email to [plc.kentel@hartic.com](mailto:plc.kentel@hartic.com) or fax to 512.252.6905

#13,854(a)

FILED FOR RECORD  
at 12:20 o'clock P.M.

OCT 13 2015

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By 

# 13,854(3)

# MERCHANTS BONDING COMPANY

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14428, DES MOINES, IA 50306-3498  
PHONE: (800) 678-8171 FAX: (515) 243-3854

### TEXAS OFFICIAL BOND AND OATH

THE STATE OF TEXAS

County of Hunt } ss.  
KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. TX 823927

That we, Cheryl Lowry, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Hunt County, his successors in office, in the sum of Five Thousand Dollars (\$5,000.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 16th day of September, 2015, duly Appointed to the office of Purchasing Agent in and for Hunt County in the State of Texas, for a term beginning the 16th day of September, 2015 and ending the 16th day of September, 2017.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall "faithfully perform the duties of the office"

FILED FOR RECORD  
at 12:15 o'clock P M

OCT 13 2015

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

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 30th day of September, 2015

Cheryl Lowry

Cheryl Lowry  
Cheryl Lowry

Principal

MERCHANTS BONDING COMPANY (Mutual)

By: Steve LeC Ramsay  
Steve LeC Ramsay Attorney-in-Fact

### ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of Hunt } ss.  
Before me, HERMAN ORANGE

Cheryl Lowry, a notary public, on this day personally appeared Cheryl Lowry known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at GREENVILLE, TEXAS this 1st day of OCTOBER, 2015

SEAL



Herman Orange  
HUNT

County, Texas.

OATH OF OFFICE  
(COUNTY COMMISSIONERS and COUNTY JUDGE)

\_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_

SEAL \_\_\_\_\_ County, Texas

OATH OF OFFICE  
(General)

I, Cheryl Lourey, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Hunt County Purchasing Agent of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed Cheryl Lourey

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this 1st day of October 2015

SEAL \_\_\_\_\_ County, Texas

THE STATE OF TEXAS  
County of Hunt } ss

The foregoing bond of Cheryl Lourey Purchasing Agent in and for Hunt County and State of Texas, this day approved in open Commissioner's Court.

ATTEST: Jennifer Lindenzweig County Clerk, Hunt County, Texas  
Date October 13 2015  
[Signature] County Judge, Hunt County, Texas

THE STATE OF TEXAS  
County of Hunt

I, Jennifer Lindenzweig County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the \_\_\_\_\_ day of \_\_\_\_\_ with its certificates of authentication, was filed for record in my office the \_\_\_\_\_ day of October 2015 at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded the \_\_\_\_\_ day of October 2015 at \_\_\_\_\_ o'clock \_\_\_\_\_ M., in the Records of Official Bonds of said County in Volume Document # 8 on page 2015-361

WITNESS my hand and the seal of the County Court of said County, at office in Greenville, Hunt County, Texas, the day and year last above written.

By \_\_\_\_\_ Deputy County Court Hunt County  
Jennifer Lindenzweig Clerk

**MERCHANTS**  
**BONDING COMPANY,**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Steve LeC Ramsey

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

**THREE HUNDRED THOUSAND (\$300,000.00) DOLLARS**

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 15th day of August, 2015.

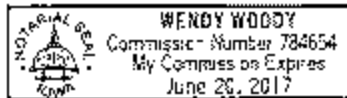


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*

President

STATE OF IOWA  
COUNTY OF Dallas ss.  
On this 15th day of August, 2015, before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing Instrument are the Corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Wendy Woody*  
Notary Public, Ray County, Iowa

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 30th day of September, 2015.



*William Warner Jr.*  
Secretary

#13,855

### Proposed Services to Hunt County Jail Facility

FILED FOR RECORD  
at 5:20 o'clock P M

OCT 13 2015

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

The following is an outline of the services **Hunt Regional Medical Partners** proposes for Physician, Roxana L. Cruz, MD, to be provided to the inmates of Hunt County jail as well as the resources to be provided by the County. These services, which include insurance coverage, will be provided at the agreed amount of \$3650 per month, effective on the following date: 10/15/2015.

#### Insurance Coverage

1. The Physician will carry insurance for: General/Employers' Liability, Workers Compensation, and Professional/Umbrella Liability to cover herself and the designated Physician Assistant or Nurse Practitioner.
2. Malpractice insurance coverage will be carried by the health care provider (Physician and Physician Assistant) and is the responsibility of the Physician.

The Physician will supervise and collaborate with a licensed and certified Physician's Assistant or Nurse Practitioner to see and evaluate inmates/patients. Services to be provided by Roxana L. Cruz, MD and a collaborating Certified Physician Assistant are the following:

1. Inmates requiring routine medical attention within the normal scope of Family Practice physicians will be seen by Physician or Physicians Assistant or Nurse Practitioner on agreed upon day of the week \_\_\_\_\_ at the facility provided by the County.
2. Physician will review any/all medical charts of inmates transferred and previously receiving medical care from other health care providers since the previous visit on Tuesdays.
3. Physician will be available (or arrange for appropriate coverage in physician's absence) to the full-time Hunt County nurse via cell-phone, 24 hours a day, seven days a week to answer questions concerning medical treatment of the inmates. Urgent calls to the Physician on-call will be made only by LVNs; these may be to discuss clarification of orders or urgent issues regarding inmate/patients.
4. The expectation is for the health care provider to see and evaluate an average of 10 -12 patients per session.
5. Sessions will be once a week for an average of approximately 1 - 2 hours each session.
6. Patients with complex and comorbid conditions, including patients recently hospitalized and discharged from a hospital, will be evaluated by the physician and thereafter, she may transfer care to the collaborating Physician Assistant or Nurse Practitioner.
7. The Physician is responsible for review and oversight of written Standing Orders for the County Nursing staff.

8. The Physician may choose to change the day of scheduled sessions in cases of holidays, vacations, illness, as long as a provider sees patients within the same week of the originally scheduled session. Any changes in the established schedule will be discussed with the Jail Administrator as soon as possible.
9. The Physician reserves the right to determine appropriate care and management of patient care, including avoiding the use of controlled substances when alternative medications may be prescribed.

Services Not Provided by Physician

1. All services not specifically included above.
2. All services outside the normal scope of Family Practice
3. All Emergency room and or hospital services. Emergencies identified by the LVNs will be sent to the Emergency Room at the Hospital, including sutures, urgent wounds or fractures.
4. All deposition time would be billed separately at \$150 per hour.

Services and Resources to be Provided by Hunt County

1. The County will be responsible for providing the following:
  - a. Appropriate office space for the provision of medical services to inmates.
  - b. Appropriate medical supplies, drugs and equipment as and when needed.
  - c. 24 hour, 7-days per week Staff Nurse services.
  - d. Appropriate security for all medical personnel.
  - e. All laboratory, x-ray or imaging studies, and other diagnostic testing and/or procedures.
2. Current Inmate population is approximately 275 per day. Services and compensation will be modified as inmate population increases.

Termination of Agreement

Either party may terminate the service agreement with thirty-day prior written notice.

Roxana L. Cruz, MD, FACP  
 Roxana L. Cruz, MD, FACP  
 Physician

10-06-2015  
 Date

Jerry Stevens  
 Jerry Stevens, Hunt County Jail Administrator

10-7-2015  
 Date

Randy Meeks  
 Randy Meeks, Hunt County Sheriff

10-7-15  
 Date

John L. Horn  
 JOHN L. HORN, HUNT COUNTY JUDGE

10-15-2015  
 DATE

Northeast Texas Children's Museum  
 Watson Center at Texas A & M – Commerce  
 P.O. Box 994  
 Commerce, TX 75429

# INVOICE

INVOICE NUMBER:  
 HUNT 101315

INVOICE DATE:  
 OCTOBER 13, 2015  
 CUSTOMER ID:  
 HUNTCO

#13,856

**Account:**  
 Hunt County Commissioners' Court  
 2507 Lee Street  
 Greenville, TX 75401

FOR:  
 Services

FILED FOR RECORD  
 at 5:20 o'clock P M

OCT 13 2015

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

DESCRIPTION	AMOUNT
Quarterly services provided to Hunt County for months of July, August, and September, 2015	\$3,750.00
TOTAL	\$3,750.00



Thank you for your support!



**Hunt County Commissioners Report  
July, August, September 2015**

Total Attendance for June, July, and August: 6,435  
 Yearly Total as of September 1: 19,544

**Summer Events**

Tiger Animal Show	Superhero Week and Superhero Day
Let's Put on a Show	Spa Day
Children of the American Revolution	World of Art
Critter Week	Cake-Cutting
Dino Week	Nature Week
Back to School Week	

**Donors' Event on October 1**

Ribbon Cutting for Hunt Regional Healthcare Mega Lung  
 Pirate Ship  
 Redline Raceway

**MegaLung Visits:**

Rally Around Greenville	September 19
A.C. Williams (Commerce)	September 22 and 23
Wolfe City	October 2
Aikin (Paris)	October 6, 7, 8
Pecan Fest	October 10
Cooper Home Health	October 17
Lone Oak	October 23
Quinlan	November 17 and 18



**Great Outdoor Discovery Area**

Completion of Sullivan River  
 Dixie Turman's Pirate Ship  
 Ropes' Course for Children

**Events for October, November, and December**

October and November-- Dino Math Measurement for Third Grade  
 December 5 – Brunch with Santa



# Northeast Texas Children's Newsletter

VOLUME 6, ISSUE 4 OCTOBER-DECEMBER 2013

The mission of the Northeast Texas Children's Museum is to inspire imagination, enhance creativity, and build confidence in Children.



Sharline Freeman,  
Executive Director

## The Director's Corner

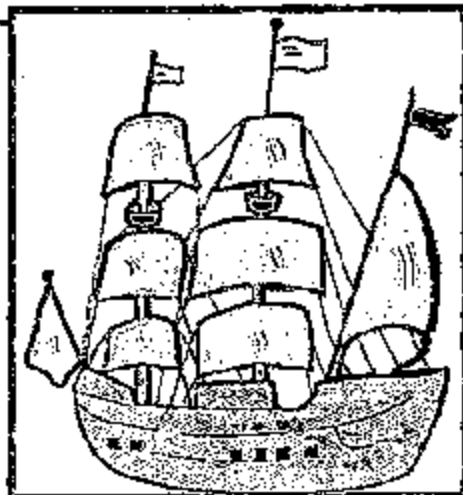
According to the Dallas Morning News, "generosity makes people healthier" (September 29, 2015). If this is true, we have some very healthy supporters! Honoring special people is always exciting and heart-warming. This year's Donors' Event was a highlight as the Children's Museum had an opportunity to say thank you to a community of supporters. The group included those who helped with the Silent Auction, supporters of North Texas Giving Day, many continuing donors, those who donate time to make repairs at the museum, and a variety of volunteers. Each individual is important to the museum, and the Children's



Museum would not exist without this support. A special thanks to **Larry and Colette Young** and **Dr Pepper Snapple** for their generous support of the Children's Museum. A special thanks to **Hunt Regional Healthcare** for making us the recipient of a Tobacco Grant. With this grant, the Children's Museum has purchased the MEGA Lungs®. All gifts are special and thanks to each of you for giving.

## The Pirates are Coming!

The pirates are coming and they are on their ship. On Saturday, October 10, **Dixie Turman's** group of skilled ship builders will descend on the Children's Museum. This addition to our Great Outdoor Discovery Area has been greatly anticipated. Thanks, Dixie, for your generosity in making all of this happen.



## Meet Lonnie the Lung

Purchased with a Tobacco Grant from Hunt Regional Healthcare, the MEGA Lungs® (now named Lonnie) is having an impact on individuals in Hunt County and the surrounding area. Lonnie was introduced to the public at Rally Around Greenville and by the end of October Lonnie will have made six school visits, reaching almost 1,000 students. Call the Children's Museum to schedule Lonnie for a school visit or special event.



## Brunch with Santa



Mark your calendars now for Brunch with Santa on December 5. A special

guest at this year's event will be Jerone Albritton, a Santa's helper

from Mt. Pleasant and a graduate of Santa Claus school. Commerce Little Angels (formerly Kiwanis) will provide the pancake breakfast and the balloon lady will add her special touch to the event. Begin your Christmas season by attending Brunch with Santa at the Children's Museum!

## Healthy Kids from A to Z

Big brothers and sisters are in schools so local pre-schoolers become the "big" kids at the Children's Museum. *Healthy Kids from A to Z* has been a popular program for pre-schoolers since it was begun six years ago by Patti Peron. Bettina Zavanut is beginning her second year as coordinator. The eight-week class is held on Wednesday mornings at 10:00 AM. The fall



session will begin with the letter "I" and end with the letter "P". The spring class will begin with "Q".

### MUSEUM INFORMATION

Northeast Texas  
Children's Museum  
2501 Hwy 24  
Commerce, TX 75428

[www.netxcm.com](http://www.netxcm.com)  
903-886-6055

#### Hours of Operation:

Tuesday - Saturday: 9:30 - 4:30  
Summer Hours: 10:00 - 5:00  
Closed Monday and Sunday

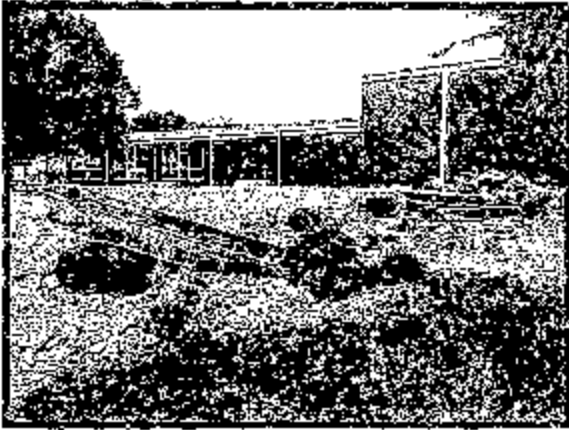
Admission: \$5.00 per person  
(Children under 2 are free)  
Memberships available

#### For more information:

Sharon Freeman,  
Executive Director  
[director@netxcm.com](mailto:director@netxcm.com)

Elona Beron,  
Director of Development,  
[elona@netxcm.com](mailto:elona@netxcm.com)





## Sullivan River Completed

Texas Yard Pro's Ken Bryd recently put the final touches on Sullivan River

as part of our Great Outdoor Discovery Area. Boulders donated

by Atmos were used for a dry waterfall and the addition of a bridge and landscaping brought a complete new look to the area. Children will want to look for sharks' teeth and fossils while they climb over the rocks and boulders. We appreciate Madeline Sullivan's donation that has made all of this possible.

## Volunteer Spotlight

Wendell and Linda Edwards have brought their special talents to many events at the Children's Museum. For many years they have been Santa and Mrs. Claus at Brunch with Santa. They have brought their collection of games and crafts from the Colonial Period to share with children as a part of the July 4<sup>th</sup> celebration. With each event, their graciousness and kind-

ness warmed the hearts of all with whom they associated. Wendell Edwards, a former Accounting professor at TAMUC, recently suffered a stroke. He is now in rehab in Houston. We are praying for his speedy recovery.



## Children's Museum in 2016

This year is almost over! Keep an eye out for these events next year at the Children's Museum:

Children's Health Fair  
Daddy Daughter Dance  
Mother Son Event  
Bridge Event  
Silent Auction

January  
February  
February  
March  
April



# Thanks to our July, August, & September Donors

Brookshire's Grocery Co.  
 Dr. Harvetta Henry  
 Gordon Mendenhall  
 Ora Marie Jensen Memorial  
 Barbara Kirksey  
 Commerce Middle School  
 Hydro Aluminum  
 Oncor  
 Lone Star Eatery  
 Mary and Pete Smith  
 Duncan Insurance  
 Larry and Colette Young  
 Cypress Bank  
 Becky Adams  
 Karl Clauss  
 Jean Klaus  
 David Dunn  
 Cathy Beane  
 Elana Barton  
 Melanie Barton

The Lytle family  
 Paula Elliott  
 Wyman Williams  
 Alicia Currin  
 Paula Hanson  
 Ralph & Jeanette Moser  
 Jennifer Garrett  
 Gil & Tammy Naizer  
 Thalian Culture Club  
 Jim & Donna Tavener  
 Ben & Nancy Doughty  
 The Casselberrys  
 Donna Collier  
 D'Ann & Richard Frank  
 Marc Clayton  
 Sharline Freeman  
 Kathleen Hooten  
 Dr. Becky Sinclair  
 David & Sara Gibson  
 Barbara Shwiff  
 Janet & Pat Skauge

AIS Financial  
 Jalinna & Dr. Dan Jones  
 Richard & Jenna Hill  
 B&A Concrete LLC  
 Paul & Sheryl Zelhart  
 Commerce Veterinary Clinic  
 Beckey Thompson  
 Ernest Hawkins  
 Kay Webber  
 Nancy Ogden  
 Kathy Campbell  
 Howard & Freda Lambert  
 Patti Peron  
 Dr Pepper Snapple Group  
 Larry & Colette Young  
 Angela Roberts  
 Alan Barton  
 Linda King  
 Amber Weaver  
 Blake Cooper

## Board Members

Sharline Freeman,  
 Executive Director

Becky Adams

Broc Hohenberger

Kathleen Hooten, President

Jeanette Moser, Secretary

Gil Naiser

Becky Sinclair

Donna Tavener

Beckey Thompson,

Vice President

Amber Weaver

Wyman Williams

Trish Wood, Treasurer

Colette Young

## Ex officio Members

John Ballotti

Marc Clayton

Paula Hanson

Bonnie Hunter

David McKenna

Cari Sturch

## Donate to the Museum

Donations to the Northeast Texas Children's Museum can be made in multiple ways. Visit our website at [www.netxcm.com](http://www.netxcm.com) to donate through PayPal. You can also come by the Museum to make a donation at any time. You may also mail your donation with the form below. Remember that every dollar helps keep our doors open!



### Donor Form

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Amount of Donation: \_\_\_\_\_

If sponsoring a day, let us know the birthday, anniversary, or other date that you would like to sponsor.

Send to: Northeast Texas Children's Museum  
 P. O. Box 994  
 Commerce, Texas 75429

FILED FOR RECORD  
at 12:10 o'clock P M

OCT 13 2015

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

RESOLUTION NO. #13,857

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

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

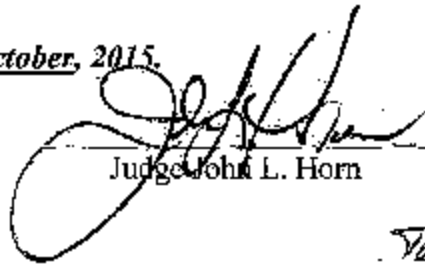
**WHEREAS**, certain conditions exist which represent a threat to the public health and safety, and;


**WHEREAS**, it is necessary and in the best interests of Hunt County to apply for funding under the STEP Program.

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

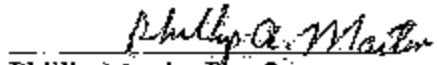
1. That a Texas Community Development Block Grant Program application for the STEP Funds is hereby authorized to be filed on behalf of Combined Consumers Special Utility District with the Texas Department of Agriculture.
2. That the County's application be placed for funding under the STEP Fund.
3. That the application be for up to \$325,316.17 of grant funds to provide water improvements, yard lines, project engineering and program administration.
4. That the Commissioner's Court directs and designates the County Judge as the County's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the County's participation in the Texas Community Development Block Grant Program.

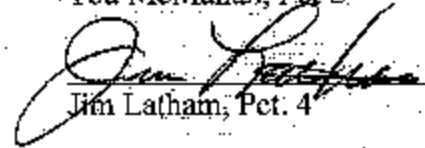
ADOPTED this 13<sup>th</sup> day of October, 2015.

  
Judge John L. Horn

  
Eric Evans, Pct. 1

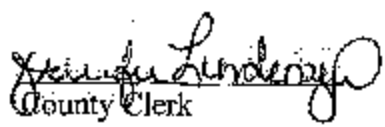
  
Tod McMahan, Pct. 2

  
Phillip Martin, Pct. 3

  
Jim Latham, Pct. 4



Attest:

  
County Clerk

HUNT COUNTY  
COMBINED CONSUMERS SPECIAL UTILITY DISTRICT  
2015 STEP PROJECT

FILED FOR RECORD  
at 12:50 o'clock P M  
OCT 13 2015  
JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TN  
By [Signature]

COMPARISON OF BUDGET USING STEP METHOD

	<u>Retail Budget</u>	<u>STEP Budget</u>
Construction	\$ 843,688.00	\$231,053.17
Engineering	\$ 127,997.98	\$ 57,763.00
County Administration	0.00	1,000.00
	\$ <u>75,0000.00</u>	\$ <u>35,500.00</u>
Totals	\$1,046,685.98	\$325,316.17

**CONSTRUCTION SAVINGS: 72.6% savings**

**TABLE 2b - BUDGET JUSTIFICATION OF SELF-HELP COSTS**

Act.	Materials/Facilities	\$/Unit	Unit	Qty	Construction \$	Acquisition \$	Eng./Arch. \$	Ttl. Act. \$
03J	4" SDR 21 Class 200 water line	\$1.89	LF	14,898	\$28,157.22	\$0.00	\$0.00	\$28,157.22
03J	6" SDR 21 Class 200 water line	\$4.04	LF	6,920	\$27,956.80	\$0.00	\$0.00	\$27,956.80
03J	Steel encasement for 4" line	\$16.88	LF	370	\$6,245.60	\$0.00	\$0.00	\$6,245.60
03J	Steel encasement for 6" line	\$26.88	LF	210	\$5,644.80	\$0.00	\$0.00	\$5,644.80
14A	SDR 9 poly service line	\$0.45	LF	18,260	\$8,217.00	\$0.00	\$0.00	\$8,217.00
03J	Steel encasement for SDR 9	\$6.88	LF	2,490	\$17,131.20	\$0.00	\$0.00	\$17,131.20
03J	4" gate valve	\$492.90	EA	24	\$11,829.60	\$0.00	\$0.00	\$11,829.60
03J	6" gate valve	\$612.78	EA	7	\$4,289.46	\$0.00	\$0.00	\$4,289.46
03J	Flush valve assembly	\$197.70	EA	13	\$2,570.10	\$0.00	\$0.00	\$2,570.10
03J	Air release valve & vault	\$1,809.51	EA	2	\$3,619.02	\$0.00	\$0.00	\$3,619.02
03J	8" by 6" tie in	\$1,143.59	EA	1	\$1,143.59	\$0.00	\$0.00	\$1,143.59
03J	6" by 4" tie in	\$1,143.59	EA	2	\$2,287.18	\$0.00	\$0.00	\$2,287.18
03J	4" by 4" tie in	\$1,143.60	EA	5	\$5,718.00	\$0.00	\$0.00	\$5,718.00
03J	4" by 3" tie in	\$1,143.60	EA	1	\$1,143.60	\$0.00	\$0.00	\$1,143.60
03J	4" by 2" tie in	\$1,200.00	EA	3	\$3,600.00	\$0.00	\$0.00	\$3,600.00
03J	Replace meter	\$175.00	EA	580	\$101,500.00	\$0.00	\$0.00	\$101,500.00
	Basic engineering	\$0.00		0	\$0.00	\$0.00	\$57,763.00	\$57,763.00
					<b>\$231,053.17</b>	<b>\$0.00</b>	<b>\$57,763.00</b>	<b>\$288,816.17</b>
Act.	Equipment Rental	\$/Unit	Unit	Qty	Construction \$	Acquisition \$	Eng./Arch. \$	Ttl. Act. \$
		\$0.00		0	\$0.00	\$0.00	\$0.00	\$0.00



					\$0.00	\$0.00	\$0.00	\$0.00
Act.	Contracted Services	\$/Unit	Unit	Qty	Construction \$	Acquisition \$	Eng./Arch. \$	Ttl. Act. \$
		\$0.00		0	\$0.00	\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00	\$0.00
					\$231,053.17	\$0.00	\$57,763.00	\$288,816.17



*[Handwritten Signature]*

Signature of Registered Engineer/Architect Responsible For Budget Justification

9-16-15

Date

+1 (903) 675-3903

Phone Number

Identify and explain the annual projected operation and maintenance costs associated with the proposed activities.

**TABLE 2a - BUDGET JUSTIFICATION OF RETAIL COSTS**

Act.	Materials/Facilities	\$/Unit	Unit	Qty	Construction \$	Acquisition \$	Eng./Arch. \$	Ttl. Act. \$
03J	4" SDR 21 Class 200 water line	\$6.00	LF	14,898	\$89,388.00	\$0.00	\$0.00	\$89,388.00
03J	6" SDR 21 Class 200 water line	\$8.00	LF	6,920	\$55,360.00	\$0.00	\$0.00	\$55,360.00
03J	Driveway bore for 4" water line	\$60.00	LF	3,400	\$204,000.00	\$0.00	\$0.00	\$204,000.00
03J	Driveway bore for 6" water line	\$80.00	LF	180	\$14,400.00	\$0.00	\$0.00	\$14,400.00
03J	Bore & steel encasement for 4"	\$80.00	LF	370	\$29,600.00	\$0.00	\$0.00	\$29,600.00
03J	Bore & steel encasement for 6"	\$100.00	LF	210	\$21,000.00	\$0.00	\$0.00	\$21,000.00
14A	SDR 9 poly service line	\$4.00	LF	18,260	\$73,040.00	\$0.00	\$0.00	\$73,040.00
03J	Bore & steel encasement for SDR	\$30.00	LF	2,490	\$74,700.00	\$0.00	\$0.00	\$74,700.00
03J	4" gate valve	\$800.00	EA	24	\$19,200.00	\$0.00	\$0.00	\$19,200.00
03J	6" gate valve	\$1,000.00	EA	7	\$7,000.00	\$0.00	\$0.00	\$7,000.00
03J	Flush valve assembly	\$1,500.00	EA	13	\$19,500.00	\$0.00	\$0.00	\$19,500.00
03J	Air release valve & vault	\$3,000.00	EA	2	\$6,000.00	\$0.00	\$0.00	\$6,000.00
03J	8" by 6" tie-in	\$5,000.00	EA	1	\$5,000.00	\$0.00	\$0.00	\$5,000.00
03J	6" by 4" tie-in	\$3,000.00	EA	2	\$6,000.00	\$0.00	\$0.00	\$6,000.00
03J	4" by 4" tie-in	\$2,000.00	EA	5	\$10,000.00	\$0.00	\$0.00	\$10,000.00
03J	4" by 3" tie-in	\$2,000.00	EA	1	\$2,000.00	\$0.00	\$0.00	\$2,000.00
03J	4" by 2" tie-in	\$1,500.00	EA	3	\$4,500.00	\$0.00	\$0.00	\$4,500.00
03J	Replace meter	\$350.00	EA	580	\$203,000.00	\$0.00	\$0.00	\$203,000.00
03J	Basic engineering	\$0.00		0	\$0.00	\$0.00	\$93,864.98	\$93,864.98
03J	Inspection	\$0.00		0	\$0.00	\$0.00	\$34,133.00	\$34,133.00

\$843,688.00	\$0.00	\$127,997.98	\$971,685.98
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*[Handwritten Signature]*

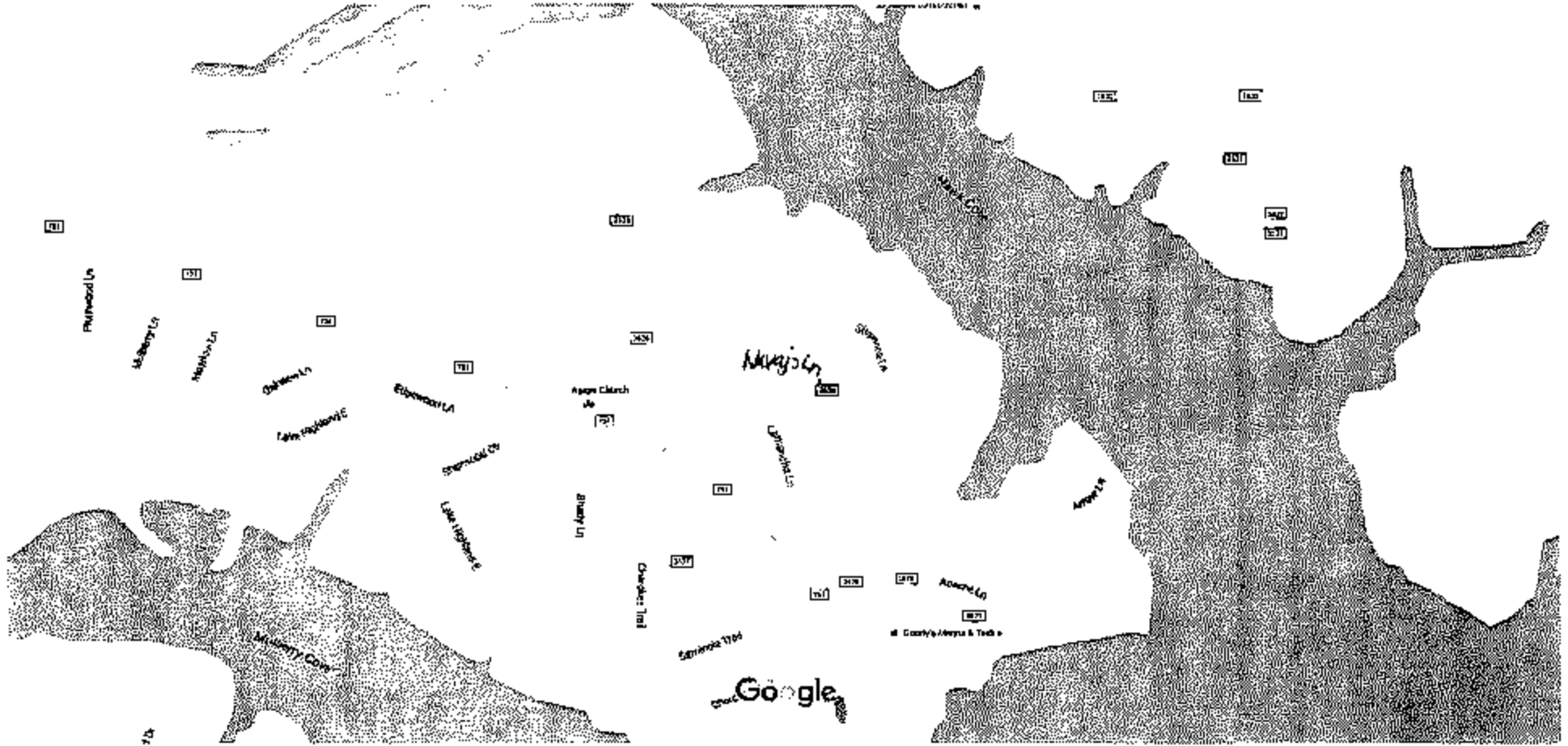
Signature of Registered Engineer/Architect Responsible For Budget Justification      Date      Phone Number

9-16-15      +1 (903) 675-3903

Identify and explain the annual projected operation and maintenance costs associated with the proposed activities.



Google Maps Quinlan, TX 75474



Map data ©2015 Google 200 ft

Quinlan, TX 75474  
 Partly Cloudy · 96°F  
 2:54 PM

# 13,858

SMALL TOWNS ENVIRONMENT PROGRAM (STEP)  
GRANT AGREEMENT

HUNT COUNTY/COMBINED CONSUMERS SPECIAL UTILITY DISTRICT

This is a contract between Hunt County Texas, a political subdivision of the State of Texas acting by its duly elected Commissioners Court, herein called County and Combined Consumers Special Utility District, herein called the District.

The purpose of this agreement is to set forth the terms between the parties. The County agrees to submit an application for a Texas Community Development Block Grant Program grant to the Texas Department of Agriculture (TDA) in the amount of \$325,316.17 to be used for water improvements as addressed in the County's Texas Community Development Block Grant Small Towns Environment Program (STEP) application.

Those terms are:

1. The County agrees to serve a fiscal agent for the grant, if awarded.
2. District shall bear any additional costs incidental to this project above grants funds.
3. The District agrees to continue to operate the water system and shall maintain the services and improvements addressed in the County's TxCDBG application.
4. This contract is performable in its entirety in Hunt County, Texas. The District agrees that it will completely indemnify and hold harmless County from any and all claims and from any and all financial obligations or claimed obligation relating to project.

FILED FOR RECORD  
at 12:10 o'clock P M

OCT 13 2015

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

Signed by the County this  
13th day of October, 2015

*[Signature]*  
John Horn, County Judge

Signed by the District this  
17<sup>th</sup> day of September, 2015

*[Signature]*  
Andy Yates, President

*[Signature]*  
Jennifer Lindenzweig, County Clerk

*[Signature]*  
Diane Fritch, Vice President





HUNT COUNTY  
SHERIFF

Randy Meeks, Sheriff  
2801 Stuart Street  
Greenville, TX 75401  
903.453.6800

#13,859

MEMORANDUM

DATE: October 5, 2015  
TO: Amanda Blankenship, Executive Administrative Assistant  
FROM: William T. Oxford Jr., Chief Deputy  
SUBJECT: Agenda Request

FILED FOR RECORD  
at 12:50 clock P M  
OCT 13 2015  
JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By: [Signature]

Request an item be placed on the Commissioner's Court Consent Calendar for the meeting scheduled for October 13, 2015.

The Hunt County Sheriff has entered into a cooperative agreement with the United States Department of Justice, Drug Enforcement Administration (DEA) concerning the investigation of the use and abuse of controlled substances.

During the period of this agreement and subject to the availability of funds, DEA will reimburse the agency for overtime payments made to the Deputy employed by the Sheriff's Office. The amount currently is \$17,548. The reimbursement shall not include any cost for benefits, such as retirement, FICA and other expenses.

The estimated amount to cover the cost for benefits is \$3,698.17. This dollar amount is for Fica/Med \$1,342.42, Retirement \$1,774.10, Unemp. \$108.80 and W-comp \$472.85.

Consent is requested to the acceptance of payment of the estimated cost of the benefits (\$3,698.17) associated with the amount of \$17,548 overtime amount.

cf: Sheriff Meeks  
J. Hamilton  
T. Byrd

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

**FY 11: Monthly Report, August 2015**

# 13,860

FILED FOR RECORD  
at 12:10 o'clock P M

OCT 13 2015

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

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

This affidavit must state the amount of cash and other assets that are in the custody of the county treasurer at the time of the examination. (LGC 114.026) **Month End Balance: \$19,503,452.93**

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

This report will be filed with accompanying reports this 13 day of October, 2015.

*Delores Shelton*  
Delores Shelton, Hunt County Treasurer

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

*Eric Evans*  
Eric Evans, Comm., Pct #1

*John E. Horn*  
John E. Horn, Hunt County Judge

*Tod McMahan*  
Tod McMahan, Comm., Pct #2

*Phillip A. Martin*  
Phillip Martin, Comm., Pct #3



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



**Hunt County Treasurer  
Monthly Report  
August 2015**

Hunt County Funds	Beginning Balance	Money Received	Money Disbursed	Transfer In/Out Investment	Month End Balance
<b>10-GENERAL</b>	10,216,037.76	959,460.38	-2,043,176.71	0.00	<b>9,132,321.43</b>
10-Reserve Investment	2,534,041.75	302.00	-83.73	0.00	2,534,260.02
10-TexPool Investment	100,149.05	6.06	0.00	0.00	100,155.11
10-TexStar Investment	217,031.00	15.16	0.00	0.00	217,046.16
10-InWood Nat'l Bank CD	556,153.86	448.74	0.00	0.00	556,602.60
10-TexPool Investment, Jail	3,146,377.21	191.31	0.00	0.00	3,146,568.52
<b>10-General Fund Totals:</b>	<b>16,769,790.63</b>	<b>960,423.65</b>	<b>-2,043,260.44</b>	<b>0.00</b>	<b>15,686,953.84</b>
<b>20-Law Library</b>	13,209.78	4,200.00	-7,167.57		<b>10,242.21</b>
<b>21-R&amp;B #1</b>	19,315.22	39,880.95	-81,613.02	40,000.00	<b>17,583.15</b>
21-R&B #1, TexPool Invest	715,353.49	42.12	0.00	-40,000.00	675,395.61
<b>21-R&amp;B #1 Fund Totals:</b>	<b>734,668.71</b>	<b>39,923.07</b>	<b>-81,613.02</b>	<b>0.00</b>	<b>692,978.76</b>
<b>22-R&amp;B #2</b>	31,333.29	33,940.45	-95,168.19	45,000.00	<b>15,105.55</b>
22-R&B #2, TexPool Invest	874,431.37	51.64	0.00	-45,000.00	829,483.01
<b>22-R&amp;B #2 Fund Totals:</b>	<b>905,764.66</b>	<b>33,992.09</b>	<b>-95,168.19</b>	<b>0.00</b>	<b>844,588.56</b>
<b>23-R&amp;B #3</b>	14,413.15	34,126.89	-91,811.42	60,000.00	<b>16,728.62</b>
23-R&B #3, TexPool Invest	558,534.20	32.13	0.00	-60,000.00	498,566.33
<b>23-R&amp;B #3 Fund Totals:</b>	<b>572,947.35</b>	<b>34,159.02</b>	<b>-91,811.42</b>	<b>0.00</b>	<b>515,294.95</b>
<b>24-R&amp;B #4</b>	14,364.76	33,868.98	-188,037.54	155,000.00	<b>15,196.20</b>
24-R&B #4, TexPool Invest	646,739.96	33.60	0.00	-155,000.00	491,773.56
<b>24-R&amp;B #4 Fund Totals:</b>	<b>661,104.72</b>	<b>33,902.58</b>	<b>-188,037.54</b>	<b>0.00</b>	<b>506,969.76</b>
<b>25-Health Private</b>	62,227.78	4,114.00	-5,896.78		<b>60,445.00</b>
<b>26-State Health Services</b>	-40,739.40	54,089.34	-35,104.03		<b>-21,754.09</b>
<b>27-Hunt County Grants</b>	-602,595.74	71,293.48	-55,055.89		<b>-586,358.15</b>
<b>68-JP, DDC Fee Fund</b>	135,438.45	704.40	-64.68		<b>136,078.17</b>
<b>71-DC Record Management</b>	6,735.64	471.29	0.00		<b>7,206.93</b>
<b>70-Voter Admin 19</b>	-2,005.80	2,475.60	-155.00		<b>315.00</b>
<b>74-Elections Special</b>	49,526.63	0.00	0.00		<b>49,526.63</b>
<b>75-CA-DWI</b>	10,576.92	538.38	0.00		<b>11,115.30</b>
<b>81-CC Rec Mgt Preservatic</b>	208,805.21	20,142.86	-5,556.37	0.00	<b>223,391.70</b>
<b>82-Courthouse Security</b>	67,152.66	3,682.28	-14,095.30		<b>56,739.64</b>
<b>83-Justice Court Sec.</b>	72,535.66	318.70	-660.32		<b>72,194.04</b>

**Hunt County Treasurer  
Monthly Report  
August 2015**

Hunt County Funds	Beginning Balance	Money Received	Money Disbursed	Transfer In/Out Investment	Month End Balance
84-District Clerk Archive	37,810.73	550.00	0.00		38,360.73
85-Co & District Court Technol	9,217.99	259.62	-435.24		9,042.37
86-County Record Preserv	61,935.42	1,190.00	0.00		63,125.42
87-Justice Court Technolo	125,703.48	1,319.97	-651.34		126,372.11
88-County Clerk Archive	168,925.72	17,230.00	0.00		186,155.72
89-County Record Mgt Pre	5,835.41	5,490.60	-1,108.63		10,217.38
91-LEOSE	30,578.35	0.00	0.00		30,578.35
95-Juv Prob. Center Fund	368,634.48	205,707.28	-143,317.80		431,023.96
96-Juv Prob "A-Z" Grant	65,036.41	3,734.86	-54,852.51		13,918.76
<hr/>					
50-Debt Service (I&S)	101,741.42	8,836.29	-38,385.22	0.00	72,192.49
50-Debt Service TexPool Ir	192,704.06	11.72	0.00	0.00	192,715.78
50-Debt Service Fund Total	294,445.48	8,848.01	-38,385.22	0.00	264,908.27
<hr/>					
61-Right of Way FundTxPoc	63,817.69	3.92	0.00		63,821.61
<hr/>					
<b>Total of Funds:</b>	<b>20,857,085.22</b>	<b>1,508,765.00</b>	<b>-2,862,397.29</b>	<b>0.00</b>	<b>19,503,452.93</b>

**HUNT COUNTY DEBT**

	Mo. Beginning	Payment	Balance Due	Pay Off Date
Reserve State Comptroller*	876,139.05	-1,888.23	874,250.82	03/2054
2015 Tax Notes	2,035,000.00		2,035,000.00	
Series 2015 Refund Bonds	3,955,000.00		3,955,000.00	
2005 Refunding Bond	0.00	0.00	0.00	09/30/2019
Liability Comp Absence	317,191.83	0.00	317,191.83	
<b>Totals:</b>	<b>7,183,330.88</b>	<b>-1,888.23</b>	<b>7,181,442.65</b>	

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

45-Bond Series 2015 (TexPool)    \$200,286.47    \$121.63    \$200,408.10

<b>2015</b>		<b>TexPool</b>	<b>Tex Star</b>	<b>Chase</b>	<b>Retiree</b>	<b>InWood-CD</b>	<b>ANB</b>
January		0.0465%	0.0542%	0.0300%	0.0300%	0.9500%	
February		0.0441%	0.0548%	0.0300%	0.0300%	0.9500%	
March		0.0480%	0.0604%	0.0300%	0.0300%	0.9500%	
April		0.0524%	0.0701%	0.0300%	0.0300%	0.9500%	
May		0.0553%	0.0643%	0.0300%	0.0300%	0.9500%	
June		0.0575%	0.0719%	0.0000%	0.0000%	0.9500%	0.25%
July		0.0630%	0.0722%	Moved to ANB		0.9500%	0.15%
August		0.0716%	0.0823%	"	"	0.9500%	0.15%

<b>2014</b>		<b>TexPool</b>	<b>Tex Star</b>	<b>Chase</b>	<b>Retiree</b>	<b>InWood-CD</b>
January		0.0273%	0.0303%	0.0700%	0.0500%	0.7500%
February		0.0283%	0.0318%	0.0700%	0.0500%	0.7500%
March		0.0289%	0.0400%	0.0700%	0.0500%	0.7500%
April		0.0336%	0.0379%	0.0500%	0.0300%	0.7500%
May		0.0244%	0.0273%	0.0500%	0.0300%	0.7500%
June		0.0284%	0.3220%	0.0500%	0.0300%	0.7500%
July		0.0313%	0.0323%	0.0500%	0.0300%	0.7500%
August		0.0352%	0.0350%	0.0500%	0.0300%	0.7500%
September		0.0333%	0.0317%	0.0500%	0.0300%	0.7500%
October		0.2680%	0.0385%	0.0500%	0.0300%	0.9500%
November		0.0286%	0.0387%	0.0500%	0.0300%	0.9500%

<b>2013</b>		<b>TexPool</b>	<b>Tex Star</b>	<b>Chase</b>	<b>Retiree</b>	<b>InWood-CD</b>
January		0.0986%	0.1103%	0.1500%	0.1500%	0.7500%
February		0.0935%	0.0996%	0.1500%	0.1500%	0.7500%
March		0.1047%	0.1125%	0.1500%	0.1500%	0.7500%
April		0.1022%	0.1038%	0.1500%	0.1500%	0.7500%
May		0.0715%	0.0723%	0.1500%	0.1500%	0.7500%
June		0.0576%	0.0614%	0.1500%	0.1500%	0.7500%
July		0.0531%	0.0487%	0.1500%	0.1500%	0.7500%
August		0.0437%	0.0474%	0.1500%	0.1500%	0.7500%
September		0.0394%	0.0390%	0.1500%	0.1500%	0.7500%
October		0.0498%	0.0434%	0.1200%	0.1200%	0.7500%
November		0.0448%	0.0405%	0.1200%	0.1200%	0.7500%
December		0.0372%	0.0357%	0.0700%	0.0500%	0.7500%
Average Rate:		0.0663%	0.0679%	0.1383%	0.1367%	0.7500%



#13,861

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

OCT 13 2015

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

September 18, 2015

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

**Farmers Electric Cooperative Member: Jeremy S Skinner**  
**Service Order Number: 1508003089**

Dear Sir:

Farmers Electric Cooperative, Inc. is requesting permission to construct electrical power distribution facilities **across Hunt CR 3101**, which is located approximately **.4 miles West of CR 3102, in Hunt County, Texas**. Site location map and construction sketches are enclosed. The construction sketch details the proposed work. All road crossing will have a minimum vertical clearance of 22 feet.

If you have any questions, please contact Field Engineering Representative Britton Brooks 903.453.0545

Sincerely,

*Britton Brooks*

Britton Brooks  
Engineering Assistant  
bbrooks@farmerselectric.coop

**Enclosures**

Submitted by:  
Tamara L. Martinez  
Field Engineering Coordinator  
903-453-0549  
tmartinez@farmerselectric.coop



#13,862

FILED FOR RECORD  
at 5:30 o'clock P M

OCT 13 2015

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

September 29, 2015

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

**Farmers Electric Cooperative Member: Matthew G Bogue**  
**Service Order Number: 1509003253**

Dear Sir:

Farmers Electric Cooperative, Inc. is requesting permission to construct electrical power distribution facilities **across Caddo Lane**, which is located approximately **338' south of Ranch Drive**, in **Hunt County**, Texas. Site location map and construction sketches are enclosed. The construction sketch details the proposed work. All road crossing will have a minimum vertical clearance of 22 feet.

If you have any questions, please contact Field Engineering, Britton Brooks 903.453.0545.

Sincerely,

*Britton Brooks*

Britton Brooks  
Engineering Assistant  
hbrooks@farmerselectric.coop

**Enclosures**

Submitted by:  
Tamara L. Martinez  
Field Engineering Coordinator  
903-453-0549  
tmartinez@farmerselectric.coop

#13,863

ESCROW TRUST AGREEMENT

FILED FOR RECORD  
at 12:28 o'clock P.M.

OCT 13 2015

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

THE STATE OF TEXAS  
COUNTY OF HUNT COUNTY

This contract and agreement made and entered into on this the 25th day of September 2015, by and between Hunt County Commissioner Jim Latham, Precinct 4 and Danny White by hereinafter called "Purchaser".

WITNESSETH:

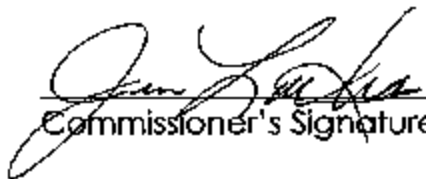
That said Purchaser has deposited into a fund labeled "County Road Improvement Fund" the amount of \$1,200.00 for the purpose of constructing a certain site improvement, to wit:

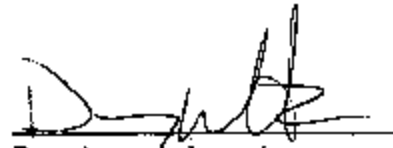
Upgrade approximately 200 feet on CR4906 from dirt to rock

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

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

IN TESTIMONY WHEREOF, the parties hereto have executed this contract and agreement on this the 25 day of September 2015.

  
Commissioner's Signature

  
Purchaser signature  
8450 Cty Rd 4906 Ladonia, TX 75449  
(Address of purchaser)

Perdue Brandon Fielder Collins & Mott LLP  
ATTORNEYS AT LAW



305 S. BROADWAY, SUITE 200  
P.O. BOX 2007  
TYLER, TEXAS 75710-2007  
TELEPHONE 903-597-7664  
FAX 903-597-6298  
www.pbfcml.com

Tab Beall  
ATTORNEY

Alesha L. Williams  
ATTORNEY

David Hudson  
ATTORNEY

September 28, 2015

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

# 13,864  
FILED FOR RECORD  
at 12:22 o'clock P.M.  
OCT 13 2015  
JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By:

RE: AGENDA REQUEST

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

<u>Account #</u>	<u>Purchaser</u>	<u>Bid Amount</u>
R111038	ESTATE OF CHARLES H POPE CRAIG POPE AND KEITH POPE	\$1,000.00
Property Description: 0.731 Acres, Lot 1A, Block 402, Original Town of Greenville HCAD Situs: 2216 JORDAN ST GREENVILLE, TX 75401		
R71289	IRAM G FLORES AND GINA P CABALLERO	\$2,000.00
Property Description: 54385 ORIG TOWN OF GREENVILLE BLK 144 LOT 4A HCAD Situs: MARSHALL ST GREENVILLE, TX 75401		

I have attached the resolution, bid analysis, and the information we received from the Purchaser.

I recommend that this proposal be accepted. Final approval is subject to acceptance by all taxing jurisdictions involved. Please call if you have any questions.

Very truly yours,

TAB BEALL

TB/sf  
Enclosures

*The Estate of Charles H. Pope*

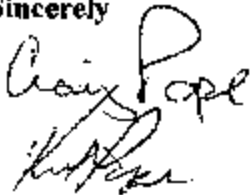
2210 Lee Street  
Greenville, Texas  
903-455-1220

August 10, 2015

**To Whom It May Concern:**

**The Estate of Charles H. Pope is formally submitting a bid for the property 2216 Jordan Street R 111038 for the price of \$1,000.00.**

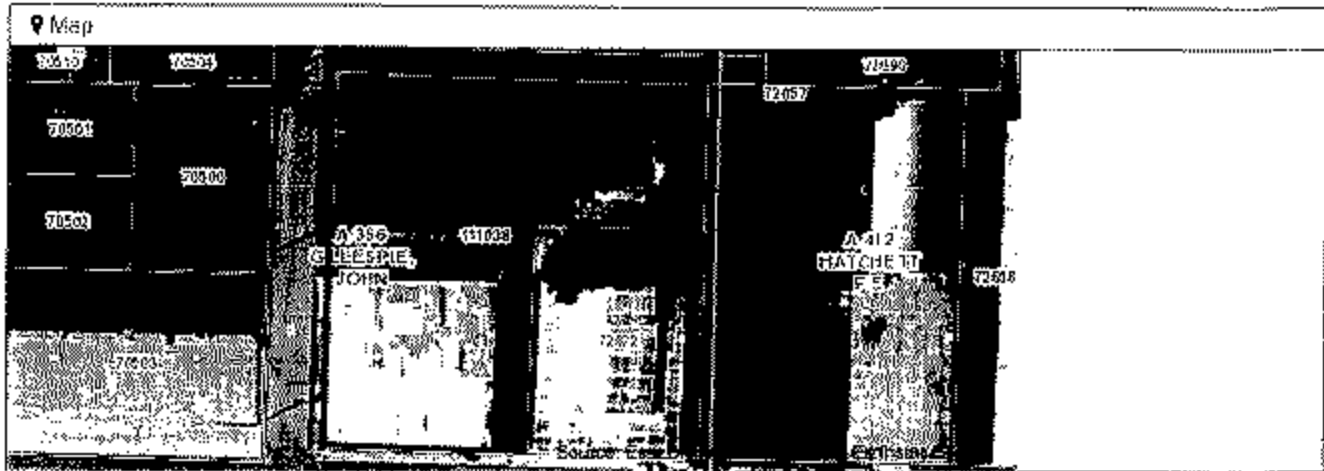
Sincerely

Handwritten signatures of Craig Pope and Keith Pope. The signature of Craig Pope is written in a cursive style, and the signature of Keith Pope is written in a more stylized, cursive script below it.

**Craig Pope  
Keith Pope**



Property ID: 111038 For Year 2015



Property Details	
<b>Account</b>	
Property ID:	111038
Legal Description:	S4385 ORIG TOWN OF GREENVILLE BLK 402 LOT 1A ACRES 0.731
Geographic ID:	4385-4020-001A-41
Agent Code:	
Type:	Real
<b>Location</b>	
Address:	2216 JORDAN ST GREENVILLE, TX 75401
Map ID:	C8-MISC
Neighborhood CD:	NCGR03
<b>Owner</b>	
Owner ID:	303498
Name:	CITY OF GREENVILLE
Mailing Address:	PO BOX 1049 GREENVILLE, TX 75403
% Ownership:	100.0%
Exemptions:	EX-XV - Other Exemptions (including public property, religious organizations, charitable organizations, and other property not reported elsewhere)

Property Values	
Improvement Homesite Value:	\$0
Improvement Non-Homesite Value:	\$24,260
Land Homesite Value:	\$0
Land Non-Homesite Value:	\$15,920
Agricultural Market Valuation:	\$0
Market Value:	\$40,180
Ag Use Value:	\$0
Appraised Value:	\$40,180
HS Cap:	\$0
Assessed Value:	\$40,180

DISCLAIMER: Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact Hunt County Appraisal District at (903-454-3510) to verify all information for accuracy.

Property Taxing Jurisdiction					
Entity	Description	Tax Rate	Market Value	Taxable Value	
CAD	APPRAISAL DISTRICT	0.000000	\$40,180	\$7,486	
GGR	GREENVILLE, CITY	0.699000	\$40,180	\$7,486	
GHT	HUNT COUNTY	0.532469	\$40,180	\$7,486	
HMO	HUNT MEMORIAL HO	0.243000	\$40,180	\$7,486	
SGR	GREENVILLE ISD	1.348210	\$40,180	\$7,486	
<b>Total Tax Rate: 2.822679</b>					

Property Improvement - Building

Type: Commercial State Code: F1 Living Area: 8,500.00sqft Value: \$22,380

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
PO	OPEN PORCH W/ROOF	*			1,500.00
MA	MAIN AREA	406 DLC		BR	8,500.00

Type: Commercial State Code: F1 Living Area: 0.00sqft Value: \$1,880

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
BPL	BARN / POLE BARN LOW	*		MT	3,200.00
BPL	BARN / POLE BARN LOW	*			3,500.00

Property Land

Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
CC	COMMERCIAL, CITY	0.73	31,842.00			\$15,920	\$0

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2016	N/A	N/A	N/A	N/A	N/A	N/A
2015	\$24,260	\$15,920	\$0	\$40,180	\$0	\$40,180
2014	\$24,260	\$15,920	\$0	\$40,180	\$0	\$40,180
2013	\$24,040	\$15,920	\$0	\$39,960	\$0	\$39,960
2012	\$80,560	\$15,920	\$0	\$78,480	\$0	\$78,480
2011	\$57,890	\$15,920	\$0	\$73,810	\$0	\$73,810
2010	\$55,990	\$15,920	\$0	\$71,910	\$0	\$71,910
2009	\$58,220	\$15,920	\$0	\$74,140	\$0	\$74,140
2008	\$58,220	\$15,920	\$0	\$74,140	\$0	\$74,140
2007	\$34,980	\$15,920	\$0	\$50,900	\$0	\$50,900

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page Number
3/9/2015	CN	CONSTABLES DEED	DOWNTOWN BILLARDS INC *S*	CITY OF GREENVILLE	2015	2543
4/28/1993	ASSUMP- WD	ASSUMPTION WARRANTY DEED	WALLACE JAMES T	DOWNTOWN BILLARDS INC *S*	271	835

DISCLAIMER: Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purposes and/or documents. Please contact Hunt County Appraisal District at (800-454-3510) to verify all information for accuracy.

# 13,864

FILED FOR RECORD  
at 12:20 o'clock  
OCT 13 2015  
JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX

**RESOLUTION OF THE HUNT COUNTY COMMISSIONERS COURT**

WHEREAS, the **Hunt County Commissioners Court** has become the owner of certain real property described in the attached Exhibit (Exhibit "A") by virtue of the fact that a sufficient bid was not received at a sale conducted by the Sheriff pursuant to an order of the District Court in **Cause No. TAX20246 CITY OF GREENVILLE VS. DOWNTOWN BILLARDS INC AKA DOWNTOWN BILLIARDS**

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

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

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

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

That the sale of the hereinabove described real property to **THE ESTATE OF CHARLES H POPE BY CRAIG POPE AND KEITH POPE** for and in consideration of the cash sum of **ONE THOUSAND DOLLARS and 00/100 (\$1,000.00)**, said money to be distributed pursuant to Chapter 34 of the Texas Property Tax Code.

Resolved this the 13 day of OCTOBER, 2015.

Attest:

*Jennifer Lindenzweig*  
County Clerk



*J. J. [Signature]*  
Hunt County Judge

Those Voting Aye Were:

Evans

McMahan

Martin

Wattman

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Those Voting Nay Were:

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In testimony whereof the Hunt County Commissioners Court, Hunt County, Texas has caused these presents to be executed this the 13 day of October, 2015.

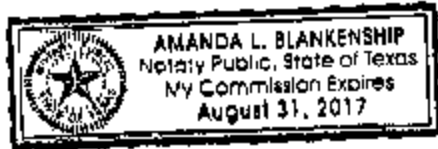
Hunt County Commissioners Court

BY:   
Hunt County Judge

State of Texas                    {}  
  {}  
County of Hunt                 {}

This instrument was acknowledged before me on this the 13<sup>th</sup> day of October, 2015 by John L. Horn,  
Hunt County Judge, Hunt County Commissioners Court, Hunt County, Texas.

  
Notary Public, State of Texas



**"EXHIBIT A"**

Property Description:

TRACT 1: BEING .731 ACRES, PART OF THE ORIGINAL TOWN OF GREENVILLE, BLOCK 402, LOT 1A. AS DESCRIBED IN WARRANTY DEED RECORDED IN VOLUME 271, PAGE 835 ON INSTRUMENT FILED APRIL 29, 1993 AND CONSTABLES DEED RECORDED IN DOC# 2015-2543 ON MARCH 10, 2015 IN HUNT COUNTY, TEXAS, AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF THE CITY OF GREENVILLE AND GREENVILLE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER R111038.

Situs per Hunt County Appraisal District: 2216 JORDAN ST, GREENVILLE TX 75401

**BID ANALYSIS**  
**September 28, 2015**

# 13,864

FILED FOR RECORD  
at 12:20 o'clock P.M.

OCT 13 2015

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

Cause #: TAX20246  
Previous Owner: DOWNTOWN BILLARDS INC

Acct#: R111038  
Judgment Date: 9/8/2014  
Property Value at Judgment: \$40,180.00  
Property Value today: \$40,180.00  
Date of Sale: 3/3/2015

**Bid Amount: \$1,000.00**  
Date Bid Submitted: August 10, 2015

Bidders Name: **CRAIG POPE & KEITH POPE**  
**FOR THE ESTATE OF CHARLES H POPE**  
Bidders Address: 2210 LEE ST  
GREENVILLE TX 75401  
Minimum Bid at Sale: \$25,936.74

Sale Deed Filed: 3/10/2015  
Redemption Expires: 10/10/2015

**PROPERTY DESCRIPTION**

TRACT 1: BEING .731 ACRES. PART OF THE ORIGINAL TOWN OF GREENVILLE, BLOCK 402, LOT 1A, AS DESCRIBED IN WARRANTY DEED RECORDED IN VOLUME 271, PAGE 835 ON INSTRUMENT FILED APRIL 29, 1993 AND CONSTABLES DEED RECORDED IN DOC# 2015-2543 ON MARCH 10, 2015 IN HUNT COUNTY, TEXAS, AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF THE CITY OF GREENVILLE AND GREENVILLE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER R111038.

**Situs per Hunt County Appraisal District: 2216 JORDAN ST, GREENVILLE TX 75401**

**JUDGMENT INFORMATION**

Tax Entity	Tax Years	Amount Due
CITY OF GREENVILLE	2006-2013	\$6,013.76
GREENVILLE ISD	2006-2013	\$8,875.52
HUNT COUNTY	2003-2013	\$5,397.77
HUNT MEMORIAL HD	2003-2013	\$2,188.92

TOTAL: \$22,475.97

**COSTS**

Court Costs \$835.08 (Payable to Hunt County District Clerk)  
Publication Fee: \$66.92 (Payable to Hunt County Treasurer)

Constable's Fee: \$ 60.00 (Payable to the Hunt County Constable Pct. 1)  
Deed Recording Fee: \$ 38.00 (Payable to Hunt County Clerk)

**TOTAL: \$1,000.00**

**PROPOSED TAX DISTRIBUTION – R111038**

Bid Amount: \$1,000.00      Costs: \$1,000.00  
Net to Distribute: \$0.00

ENTITY	AMOUNT TO DISBURSE
CITY OF GREENVILLE	\$0.00
GREENVILLE ISD:	\$0.00
HUNT COUNTY:	\$0.00
HUNT MEMORIAL HD:	\$0.00

(These amounts are contingent on verification of cost)

**TOTAL: \$0.00**

#13,864

FILED FOR RECORD  
at 12:30 o'clock P

OCT 13 2015

By: WENNER LINDENZWEIG  
County Clerk, Hunt County, TX

**RESOLUTION OF THE HUNT COUNTY COMMISSIONERS COURT:**

WHEREAS, the **Hunt County Commissioners Court** has become the owner of certain real property described in the attached Exhibit (Exhibit "A") by virtue of the fact that a sufficient bid was not received at a sale conducted by the Sheriff pursuant to an order of the District Court in **Cause No. TAX20272 GREENVILLE INDEPENDENT SCHOOL DISTRICT VS. GLYNN MONTGOMERY, DECEASED ET AL;** and

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

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

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

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

That the sale of real property to **IRAM G FLORES AND GINA P CABALLERO, 1820 HEMPHILL ST, GREENVILLE TX 75401** for and in consideration of the cash sum of **TWO THOUSAND DOLLARS AND 00/00 (\$2,000.00)**, said money to be distributed pursuant to Chapter 34 of the Texas Property Tax Code is hereby approved.

Resolved this the 13 day of October, 2015.

Attest:

Wenner Lindenzweig  
County Clerk



[Signature]  
Hunt County Judge

Those Voting *Aye* Were:

Evans \_\_\_\_\_

McMahon \_\_\_\_\_

Martin \_\_\_\_\_

Latham \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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Those Voting *Nay* Were:

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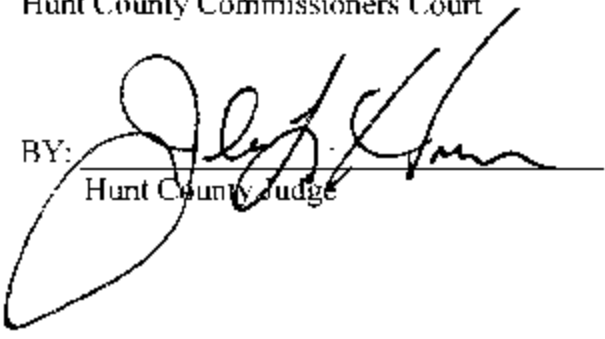
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In testimony whereof the Hunt County Commissioners Court, Hunt County, Texas has caused these presents to be executed this the 13 day of October, 2015.

Hunt County Commissioners Court

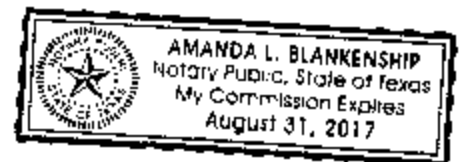
BY:   
Hunt County Judge

State of Texas                    {}  
  {}  
County of Hunt                 {}

This instrument was acknowledged before me on this the 13<sup>th</sup> day of  
October, 2015 by John L. Horn

Hunt County Judge, Hunt County Commissioners Court, Hunt County, Texas.

  
Notary Public, State of Texas



**"EXHIBIT A"**

**Property Description:**

TRACT 8: BEING 0.24 ACRES, LOT 4A, BLOCK 144, PART OF THE ORIGINAL TOWN OF GREENVILLE, AS DESCRIBED IN THE WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 622, PAGE 57, ON INSTRUMENT FILED APRIL 6, 1964 AND CONSTABLES DEED, DOC# 2015-4148 FILED APRIL 15, 2015 IN HUNT COUNTY, TEXAS AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF THE CITY OF GREENVILLE AND THE GREENVILLE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER R71289.

Situs per Hunt County Appraisal District: MARSHALL ST, GREENVILLE TX 75401

# 13,864

Hi my name is Gina P Caballero and my husband is Iram G Flores. We like to make an offer on a lot located on Greenville Texas at the corner of Marshall and Henderson parcel ID #71289.

FILED FOR RECORD  
at 12:20 o'clock P M

Our best offer is \$2000. Total including taxes and attorney fee to process transaction.

OCT 13 2015  
JENNIFER LINDENZWEIG  
County Clerk, Harris County, TX  
By [Signature]

The reason we want this property is because we live on 1820 Hemphili St and this lot is located behind of our house yard. When we moved in the lot behind was like a landfill it look bad. I call the city hopping they clean it soon but they took about 7 months to come. During that time there was different animals

We saw rats then snakes on our back yard. One day we came back home and there was a snake right at the door. We were scare for our kids they wanted to play at the back yard. We call the city over and over. When the city finally came they just took the big stuff lving a lot behind we had to clean

Ourselves because we needed a safe place for our family it was hard work it took us 3 weeks and the help of family because there was a lot. After we clean my husband started mowing the lot. He still does it.

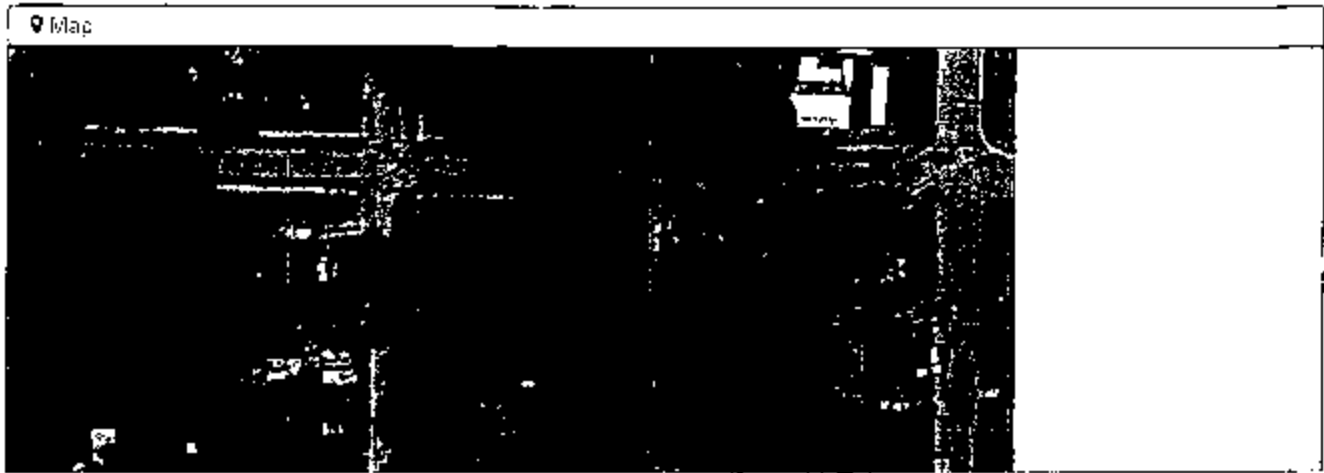
We worked so hard. That's when we decided to find out if we can buy the property. So i went to ask and the person at the tax sale told me there is nothing to do up until it goes to auction eventually...

He told me to be in contact with the Attorney office in charge of the Auction and I did I call month to month for like a more than a year and a half. When the lot was for sale at the Auction it was not in our budget. I believe we can take care of the lot and by doing so it's not just for our benefit it's also the benefit of our neighborhood.

IRAM G Flores [Signature] 9/17/15

Gina P Caballero [Signature] 9/17/15

Property ID: 71289 For Year 2015



Property Details	
<b>Account</b>	
Property ID:	71289
Legal Description:	S4385 ORIG TOWN OF GREENVILLE BLK 144 LOT 4A
Geographic ID:	4385-144C-004A-41
Agent Code:	
Type:	Real
<b>Location</b>	
Address:	MARSHALL ST GREENVILLE TX 75401
Map ID:	SA-4920
Neighborhood CD:	N4385SCR
<b>Owner</b>	
Owner ID:	27384
Name:	GREENVILLE ISD
Mailing Address:	PO BOX 1022 GREENVILLE, TX 75403
% Ownership:	100.0%
Exemptions:	EX-XV - Other Exemptions (including public property, religious organizations, charitable organizations, and other property not reported elsewhere)

Property Values	
Improvement Homesite Value:	\$0
Improvement Non-Homesite Value:	\$0
Land Homesite Value:	\$0
Land Non-Homesite Value:	\$3,310
Agricultural Market Valuation:	\$0
Market Value:	\$3,310
Ag Use Value:	\$0
Appraised Value:	\$3,310
HS Cap:	\$0
Assessed Value:	\$3,310

**DISCLAIMER:** Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and/or documents. Please contact Hunt County Appraisal District at (903-454-3510) to verify all information for accuracy.

Property Tax by Jurisdiction				
Entity	Description	Tax Rate	Market Value	Taxable Value
CAD	APPRAISAL DISTRICT	0.000000	\$3,310	\$943
CGR	GREENVILLE CITY	0.699000	\$3,310	\$943
GHT	HUNT COUNTY	0.632468	\$3,310	\$943
HHQ	HUNTI MEMORIAL HD	0.243000	\$3,310	\$943
SGR	GREENVILLE ISD	1.345210	\$3,310	\$943
<b>Total Tax Rate:</b>				<b>2.922370</b>

Property Improvement - Building

Property Land

Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
CR	RESIDENTIAL, CITY	0.24	10,670.00	106.00	98.80	\$3,310	\$0

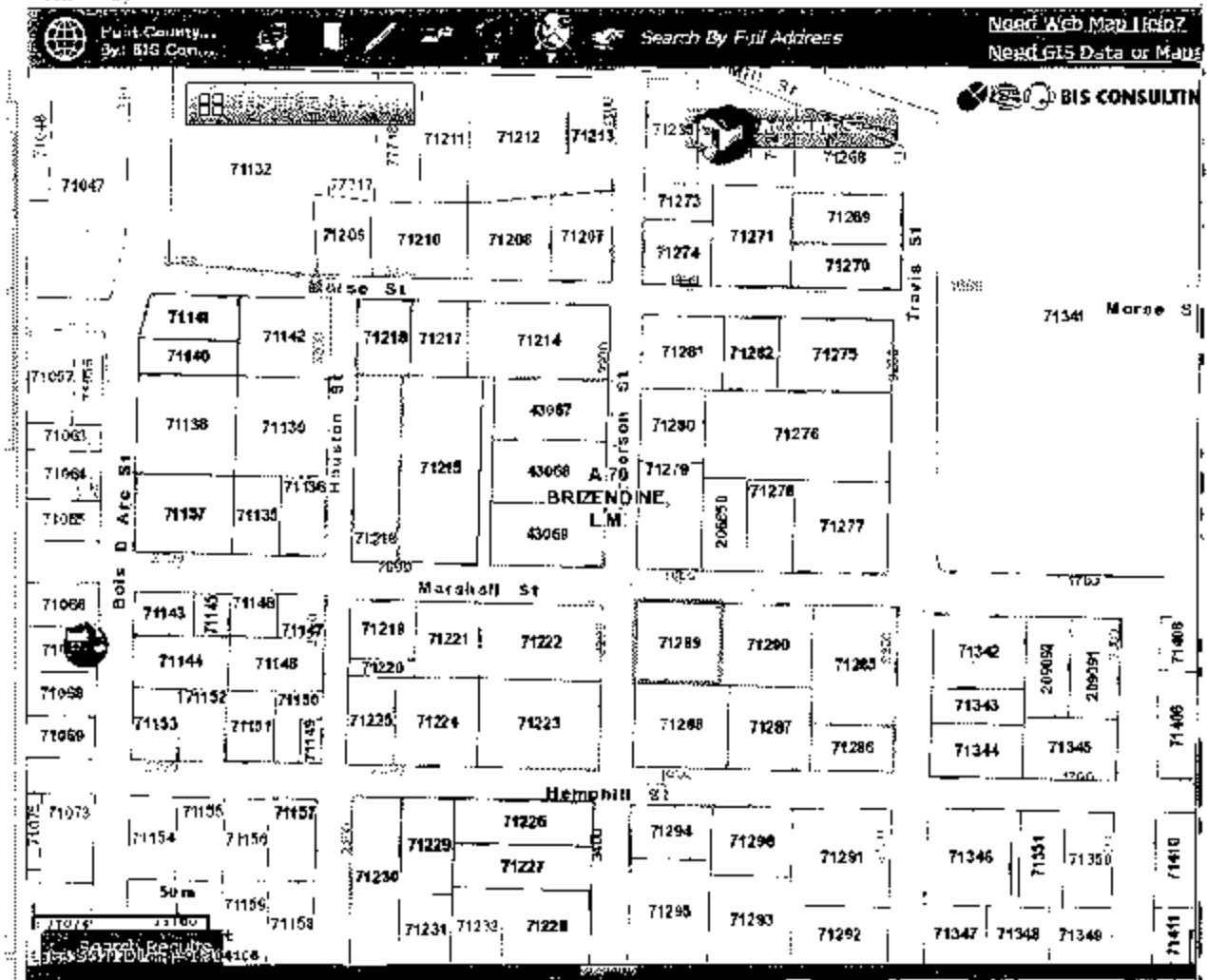
Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2016		N/A	N/A	N/A	N/A	N/A
2015		\$0	\$3,310	\$0	\$3,310	\$0 \$3,310
2014		\$0	\$3,310	\$0	\$3,310	\$0 \$3,310
2013		\$0	\$3,310	\$0	\$3,310	\$0 \$3,310
2012		\$0	\$3,310	\$0	\$3,310	\$0 \$3,310
2011		\$0	\$3,310	\$0	\$3,310	\$0 \$3,310
2010		\$0	\$3,310	\$0	\$3,310	\$0 \$3,310
2009		\$0	\$3,310	\$0	\$3,310	\$0 \$3,310
2008		\$0	\$3,310	\$0	\$3,310	\$0 \$3,310
2007		\$0	\$1,650	\$0	\$1,650	\$0 \$1,650

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
4/9/2015	CN	CONSTABLES DEED	MONTGOMERY GLYNN	GREENVILLE ISD	2015	414B	
3/19/1987	Conv	CONVERSION	MONTGOMERY GLYNN	MONTGOMERY GLYNN			

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Greenville ISD, Trustee: R71289 – Marshall Street ( S4385 ORIG TOWN OF GREENVILLE BLK 144 LOT 4A)

Iram Flores and Gina P Caballero: R71288-1820 HEMPILL ST (S4385 ORIG TOWN OF GREENVILLE BLK 144 LOT 3B)

**BID ANALYSIS**  
**September 29, 2015**

FILED FOR RECORD  
at 1:20 o'clock P M

OCT 13 2015

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

Cause #: TAX20272  
Previous Owner: Glynn Montgomery, Deceased

**Bid Amount: \$2,000.00**  
Date Bid Submitted: 9/21/2015

Bidders Name: **IRAM G FLORES AND  
GINA P CABALLERO**  
Bidders Address: 1820 HEMPHILL,  
GREENVILLE TX 75401

Acct#: R71289  
Judgment Date: 10/16/2014  
Property Value at Judgment: \$3,310.00  
Property Value today: \$3,310.00  
Date of Sale: 4/7/2015

**Minimum Bid at Sale: \$3,144.86**

Sale Deed Filed: 4/15/2015  
Redemption Expires: 10/9/2015

**PROPERTY DESCRIPTION**

TRACT 8: BEING 0.24 ACRES, LOT 4A, BLOCK 144, PART OF THE ORIGINAL TOWN OF GREENVILLE, AS DESCRIBED IN THE WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 622, PAGE 57, ON INSTRUMENT FILED APRIL 6, 1964 AND CONSTABLES DEED, DOC# 2015-4148 FILED APRIL 15, 2015 IN HUNT COUNTY, TEXAS AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF THE CITY OF GREENVILLE AND THE GREENVILLE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER R71289.

**SITUS OR LOCATION PER HUNT CAD: MARSHALL ST GREENVILLE, TX 75401**

**JUDGMENT INFORMATION**

Tax Entity	Tax Years	Amount Due
CITY OF GREENVILLE	1995-2013	\$663.19
GREENVILLE ISD	1995-2013	\$1,278.76
HUNT COUNTY	1995-2013	\$478.61
HUNT MEMORIAL HD	1995-2013	\$191.43

**TOTAL: \$2,611.99**

**COSTS**

Court Costs: \$183.54 (Payable to Hunt County District Clerk)  
Publication Fee: \$ 59.66 (Payable to Hunt County Treasurer)  
Constable's Fee: \$ 60.00 (Payable to the Hunt County Constable Pct. 1)  
Deed Recording Fee: \$ 38.00 (Payable to Hunt County Clerk)

**TOTAL: \$341.20**

**PROPOSED TAX DISTRIBUTION – R71289**

Bid Amount: \$2,000.00    Costs: \$341.20  
Net to Distribute: \$1658.80

ENTITY	AMOUNT TO DISBURSE
CITY OF GREENVILLE	(25%) \$414.70
GREENVILLE ISD:	(49%) \$812.81
HUNT COUNTY:	(18%) \$298.58
HUNT MEMORIAL HD:	(8%) \$132.71

(These amounts are contingent on verification of cost)

**TOTAL: \$1,658.80**



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

# 13,864

AGENDA ITEM

Date: September 14, 2015  
To: John Horn, County Judge  
Amanda Blankenship  
Executive Administrative Assistant, Hunt County Judge  
From: Sherrina Williams  
Office Manager  
Re: Deed #34337 - Tax Resale Auction Property

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

OCT 13 2015

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

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Please find attached a **Tax Resale Deed**. We have received the minimum bid, which was listed on the Resale Auction of **\$9,155.00**.

This property is located in the Quinlan School District and failed to receive a bid in two previous Resale Auctions.

This bid will need to be approved by the Commissioner's Court. If approved, please return signed deeds to our office.

Please feel free to contact me, if you have any questions.

Thank you.

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 #34337

STATE OF TEXAS

X

X KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HUNT

X

That **HUNT COUNTY, HUNT MEMORIAL HOSPITAL DISTRICT and QUINLAN INDEPENDENT SCHOOL 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 \$9,155.00 cash in hand paid by

**Cameron Berry, 2912 Province Place, Plano, TX 75075**

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 18,795**, in the district court of said county, said property being located in Hunt County, Texas, and described as follows:

**ACCOUNT #34337; A0933 RIVIER WILLIAM K, TRACT B-23, ACRES 4, GAILLARDS WOODS UNRECORDED PLAT AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOLUME 832 PAGE 611 AND CONSTABLE DEED FILED AS DOCUMENT NO. 2012-11890 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.

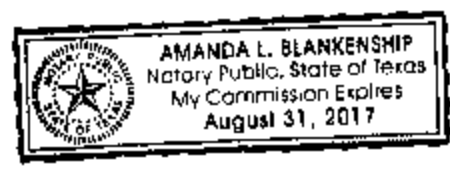
IN TESTIMONY WHEREOF HUNT COUNTY has caused these presents to be executed this 13 day of October, 2015.

BY: [Signature]  
John Horn, County Judge  
HUNT COUNTY

STATE OF TEXAS X  
COUNTY OF HUNT X

This instrument was acknowledged before me on this 13th day of October, 2015, by John Horn, County Judge, of HUNT COUNTY.

[Signature]  
Notary Public, State of Texas  
My Commission Expires: 8/31/17



PLEASE RETURN TO:  
Linebarger Goggan Blair & Sampson, LLP  
P.O. Box 8248  
Greenville, Texas 75404

# 13,866

Fax to: 903-408-4291 Att: Sandy  
From: Classification  
JAIL COUNT  
September 29 - October 12, 2015

FILED FOR RECORD  
at 10:20 o'clock M

OCT 13 2015

JENNIFER LINDEIZWEG  
County Clerk, Hunt County, TX  
By: [Signature]

<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>
29-Sep	205	55	6	0	0	4	270
30-Sep	203	58	8	0	0	3	272
1-Oct	202	58	7	0	0	3	270
2-Oct	201	58	5	0	0	2	266
3-Oct	196	55	12	0	0	2	265
4-Oct	202	55	7	0	8	2	274
5-Oct	197	55	7	0	0	2	261
6-Oct	198	54	11	0	0	2	265
7-Oct	202	52	11	0	0	2	267
8-Oct	205	51	10	0	0	2	268
9-Oct	198	53	10	0	0	2	263
10-Oct	199	53	15	0	0	2	269
11-Oct	206	54	9	0	0	2	271
12-Oct	208	52	4	0	0	2	264