

#13,871(1)

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OCT 27 2015

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

## MEMORANDUM

**TO:** County Choice Silver Participant Counties  
**FROM:** Texas Association of Counties, Health & Employee Benefits Pool (TAC HEBP)  
**RE:** 2016 UnitedHealthcare Renewal Packet  
**DATE:** October 13, 2015

The annual renewal process for UnitedHealthcare (UHC) retiree medical benefits is complete. In order to continue participation in the program, please sign the renewal documents enclosed and return to TAC HEBP by November 27, 2015. Listed below are the following forms that must be signed and returned.

- 2016 Renewal Notice and Benefit Confirmation
- 2016 Member Contact Designation Form

TAC HEBP will mail a rate change letter to your retirees. UHC will mail each retiree an Annual Notification of Change (ANOC) as soon as Medicare provides 2016 benefit changes which should be released in late October.

If any portion of the premium is subsidized by the county, please inform retirees of their 2016 rate payment.

**Please note:** the Centers for Medicare and Medicaid Services (CMS) open enrollment dates are October 15<sup>th</sup> through December 7<sup>th</sup>. At this time retirees may disenroll from the UHC program, but cannot re-enroll. All open enrollment changes will be effective January 1, 2016.

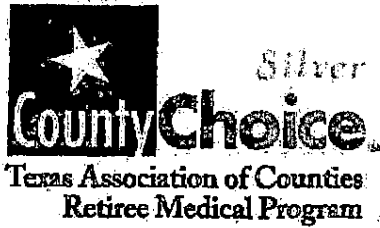
**Please copy these documents for your records and email, fax or mail the signed documents back to:**

TAC HEBP  
P.O. Box 2131  
Austin, TX 78768  
Fax: 512-481-8481

If you have any questions, please contact your Employee Benefits Specialist at 1-800-456-5974.

### Employee Benefits Specialist by Territory

- o Melissa Lopez - Northwest
- o Maria Castillo - Northeast
- o Jennifer Rehme - Southwest
- o Lauren Henry - Southeast



**UnitedHealthcare  
2016 Renewal Notice and Benefit Confirmation**

Group: 4439 - Hunt County

Anniversary Date: 1/01/2016

Return to TAC by: 11/27/2015

Please initial and complete each section confirming your group's renewal. Fax to 1-512-481-8481 or email to melissal@county.org.

**RETIREE MEDICAL**

2015 Rates: \$227.00

2016 Rates: \$235.68

Initial to accept 2016 Retiree Medical Rates.

**RETIREE RX**

2015 Rates: \$194.66

2016 Rates: \$206.34

Initial to accept 2016 Retiree RX Rates.

**BILLING METHOD**

**Direct Bill** – The Employer pays \$0 premium. The bill is sent to the Retiree monthly.

Initial to accept Billing Method.

- Rates effective from 1/1/2016 through 12/31/2016.
- Signature on the following page is required to confirm and accept your group's renewal.

**CountyChoice Silver  
UnitedHealthcare  
Member Contact Designations**

**Contracting Authority:** As specified in the Interlocal Participation Agreement, each Member hereby designates and appoints a Contracting Authority of department head rank or above and agrees that TAC HEBP shall NOT be required to contact or provide notices to ANY OTHER person. Further, any notice to, or agreement by, a Member's Contracting Authority, with respect to service or claims hereunder, shall be binding on the Member. Each Member reserves the right to change its Contracting Authority from time to time by giving written notice to TAC HEBP. Please complete each category below:

**Name:** Cindy Hames  
**Title:** Payroll/Benefits Coordinator  
**Address:** PO Box 1097  
Greenville, TX 75403-1097  
**Phone:** 903-408-4179  
**Fax:** 903-408-4285  
**Email:** hcpayroll@huntcounty.net

**Primary Contact: Main contact for daily matters pertaining to the retiree benefits.**

**Name:** Delores Shelton  
**Title:** Hunt County Treasurer  
**Address:** PO Box 1097  
Greenville, TX 75403-1097  
**Phone:** 903-408-4171  
**Fax:** 903-408-4285  
**Email:** hctreasurer@huntcounty.net

  
\_\_\_\_\_  
Signature of County Judge or Contracting Authority

10/27/2015

Date

John L. Horn, Hunt County Judge

Please PRINT Name and Title

**RUTHERFORD,  
TAYLOR &  
COMPANY, P.C.**  
*Certified Public Accountants*

2802 Washington Street

Greenville, Texas 75401

(903) 455-6252

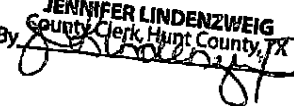
Fax (903) 455-6667

#13,871(2)

FILED FOR RECORD  
at 11:10 o'clock a M

October 16, 2015

OCT 27 2015

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By: 

Honorable County Judge  
and Commissioners  
of Hunt County, Texas

We are pleased to confirm our understanding of the services we are to provide the Hunt County, Texas (County) for the year ended September 30, 2015. We will audit the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information which collectively comprise the basic financial statements of the Hunt County, Texas as of and for the year ended September 30, 2015. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary Comparison Schedules – General Fund and Other Major Special Revenue Funds with legally adopted budgets.

We have also been engaged to report on supplementary information other than RSI that accompanies the County's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the basic financial statements as a whole:

1. Schedule of expenditures of federal awards.

## **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on –

- Internal control related to the financial statements and compliance with laws, regulation, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the results of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over compliance for major programs and major program compliance and the results of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (3) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance and OMB Circular A-133 in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provision of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133 and other procedures we consider necessary to enable us to express such opinions and to render the required reports. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form and have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

## **Management Responsibilities**

We will prepare the trial balance for use during the audit. Our preparation of the trial balance will be limited to formatting information into a working trial balance based on management's chart of accounts.

Management is responsible for the basic financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with

the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirement of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards and related notes prior to their issuance and have accepted responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation in the financial statements in conformity with U. S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review during our fieldwork visit.

You are responsible for preparation of the schedule of expenditures of federal awards in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that include our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) that you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes);

and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives sections of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

### **Audit Procedures – General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U. S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform appropriate levels of management of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform appropriate levels of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential and of any material abuse that come to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from the County's attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

### **Audit Procedures – Internal Controls**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards* and OMB Circular A-133.

### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the County's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the County's major programs. The purpose of these procedures will be to express an opinion on the County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.



## **Engagement Administration, Fees, and Other**

We understand that County employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule or prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the reporting period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide fifteen (15) copies of our reports to the County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be available for public inspection.

The audit documentation for this engagement is the property of Rutherford, Taylor & Company, P.C. and constitutes confidential information. However, pursuant to authority given to it by law or regulation, we may be requested to make certain audit documentation available to the state grantors or their designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out our oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Rutherford, Taylor & Company, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

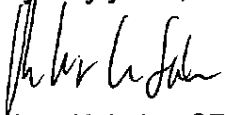
The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the state grantors. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Robert K. Lake is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word-processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$ 41,400. If the provisions of OMB Circular A-133 that relate to the Single Audit Act apply to the County the fee will not exceed an additional \$ 2,800 for the audit procedures related to the OMB A-133 requirements. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered upon completion of the audit reports and are payable on presentation. The above fee is based on anticipated cooperation from County personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with management and arrive at a new fee estimate before we incur the additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2013 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the Hunt County, Texas, and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

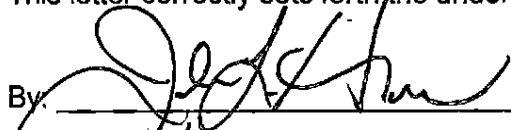


Robert K. Lake, CPA  
Rutherford, Taylor & Company, P.C.

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**RESPONSE:**

This letter correctly sets forth the understanding of Hunt County, Texas.

By:  \_\_\_\_\_  
Title: Hunt County Clerk  
Date: 10-27-2015



Service Agreement Number CS002176

Service Agreement

Date of Agreement 10/01/15
Term Commencing on the Date of Agreement and Ending on 09/30/16
Company RAPISCAN SYSTEMS INC
Address 2805 COLUMBIA STREET, TORRANCE, CALIFORNIA, 90503, USA
Customer C009948 Hunt County
Customer Address Bill-to 2507 Lee street Room 104 Greenville TX, 75403 USA
Customer Contact Blaine Roberts
Contact Phone 903.408.4206
Contact Fax
Equipment See Equipment List on Appendix "A"
Equipment Location See Equipment List on Appendix "A"
Service Plan GOLD
Annual Charge 4,200.00

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OCT 27 2015

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

Special Terms

This Service Agreement ("Agreement") is entered into as of the Date of Agreement, by and between Rapiscan and Customer. Customer hereby engages Rapiscan, and Rapiscan accepts such engagement, to perform repair and maintenance services in connection with the Equipment, on the terms of this Agreement.

This Agreement is subject to the Equipment List set forth on Appendix "A," and the Terms and Conditions set forth on Appendix "B", each of which is attached hereto and incorporated herein by reference.

In Witness Whereof, each of Rapiscan and Customer has caused this Agreement to be signed by its duly authorized representative as of the Date of Agreement.

RAPISCAN SYSTEMS INC

CUSTOMER

Signature

[Signature of Shirley Moore]

Signature:

[Signature of Blaine L. Horn]

Name :

Shirley Moore

Name

Blaine L. Horn

Title :

Contracts Manager

Title :

Hunt County Judge

Contact Rapiscan Customer Support by calling 1-888-258-6684 (toll free in USA) or +1-310-349-2477 or by emailing customerservice@rapiscansystems.com

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

Customer [Signature]



Service Agreement Number CS002176

Service Agreement  
Appendix "A"  
Equipment List

Equipment Location	Model	Serial #
Greenville, TX	RAP 620XRW, X-RAY SYS 14	61135P36-0

Customer

## Appendix "B"

## Terms and Conditions of Service Agreement

**1. Defined Terms.** Terms not defined in these Terms and Conditions shall have the meanings given to them in the Service Agreement between Rapiscan and Customer.

**2. Platinum, Gold and Silver Services.** Rapiscan shall provide the following services (collectively "Services") to customers that have selected a Platinum, Gold or Silver Service Plan: (a) Telephone Support, (b) Preventative Maintenance and (c) System Repairs (each as individually defined below).

**2.1. Telephone Support.** "Telephone Support" consists of responding to telephone and email inquiries received by Rapiscan's Customer Service Department (24 hours per day, every day of the year) from the Customer Contact regarding Equipment Errors. The Customer Contact shall report all Equipment Errors to Rapiscan's Customer Service Department by calling 1-888-258-6684 (toll free in US) or +1-310-349-2477 or by emailing customerservice@rapiscansystems.com. "Equipment Errors" means a reproducible failure of the Equipment to operate in accordance with such Equipment's published specifications.

**2.2. Preventative Maintenance.** "Preventative Maintenance" consists of performing, one time per year, visual, electrical, image quality, and radiation checks necessary to confirm that the Equipment is performing, at the time of such checks, in accordance with its technical specifications.

**2.3. System Repairs.** "System Repairs" consists of onsite remedial maintenance performed by Rapiscan to repair Equipment and shall include the furnishing of necessary replacement parts. If Customer has selected the Platinum Service Plan, (a) System Repairs shall be initiated within 24 hours of Customer's request, (b) System Repair work shall be available 24 hours per day, every day of the year, and (c) Rapiscan shall ship replacement parts to the Location by air or ground transportation, whichever is fastest. If Customer has selected the Gold Service Plan or the Silver Service Plan, (a) System Repairs shall be initiated within 48 hours of Customer's request, (b) System Repairs shall be performed between the hours of 8:00a.m. and 5:00p.m. (Location time), Monday through Friday, excluding Rapiscan Holidays, and (c) Rapiscan shall ship replacement parts to the Location by ground transportation whichever is fastest. If Customer has selected the Silver Service Plan, Rapiscan shall be entitled to charge Customer for travel (e.g., transportation, meals, lodging) incurred in connection with performing System Repairs at Locations that are more than 100 miles from a Rapiscan service center.

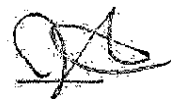
**3. Preventative Maintenance Services.** If Customer has selected the Preventative Maintenance Only Service Plan, the Services shall consist only of Preventative Maintenance and shall not consist of Telephone Support or System Repairs.

**4. Metor Services.** If Customer has selected the Metor Service Plan, the Services shall consist of Telephone Support and Metor Repairs, but shall not consist of System Repairs or Preventative Maintenance. "Metor Repairs" consists of replacement of the MELS Electronics Unit ("MELS Unit") of the Equipment. If, during Telephone Service, Rapiscan determines that the MELS Unit of any item of Equipment requires repair or replacement, Rapiscan shall issue to Customer a return materials authorization ("RMA") number. Following the issuance of an RMA number, Rapiscan shall deliver to Customer, within five business days, a replacement MELS Unit. Delivery shall be DDP Location (Incoterms 2000). Upon receipt, Customer shall carefully remove the replacement MELS unit and then, within two business days of its arrival at the Location, use the same packaging to return the non-working MELS Unit to Rapiscan. Delivery shall be DDP Rapiscan Address (Incoterms 2000).

Customer shall be responsible for installing the replacement MELS Unit. If the non-working MELS Unit is not returned to Rapiscan within five business days of the delivery to Customer of the replacement MELS Unit, Rapiscan shall be entitled to invoice Customer for the replacement MELS Unit (at Rapiscan's then-current spare parts pricing). In addition, if, upon return to Rapiscan, a MELS Unit is found in good working order, Rapiscan shall be entitled to invoice Customer for all shipping and handling expenses incurred by Rapiscan in connection with delivering the replacement MELS Unit, plus a fee of 20% of the MELS Unit price (for testing and re-stocking).

**5. Access to Location(s).** Customer agrees to grant Rapiscan prompt access to enter the Location(s), at any time during the Term, for the purpose of performing the Services. Customer warrants that it is either the owner of the Location(s) or that it has the authority to grant Rapiscan such access. If Customer is not the owner, Customer is responsible for obtaining all necessary approvals from the owner of the Location in order to allow Rapiscan into the Location(s) to perform the Services. Customer shall indemnify, defend and hold harmless Rapiscan, including its affiliates, subcontractors and agents, and its and their officers, directors, managers, and employees, from and against any demand, claim, action, liability, loss (including, without limitation, interest, penalties, attorney fees and expenses) asserted against, relating to, imposed upon or incurred by any of the foregoing by reason of or resulting from any injury to any Rapiscan employee, subcontractor, or other party engaged by Rapiscan to perform Services, if such injury was caused or contributed to by a dangerous condition or event at a Location.

**6. Service Limitation.** Rapiscan reserves the right to refuse to perform any Services if: (i) an item of Equipment was not in good operating condition on the Date of Agreement; (ii) Customer has failed to use the Equipment in accordance with Rapiscan's manuals, instructions and/or other procedures that Rapiscan has made available to Customer or that it makes available to purchasers of the Equipment generally; (iii) Customer has failed to timely report an Equipment Error in accordance with the procedures established by Rapiscan to identify and report Equipment Errors to Rapiscan's Customer Service Department; (iv) an item of Equipment is moved from its Location; (v) a Location is not, in Rapiscan's opinion, a safe or clean operating environment; (vi) Rapiscan is not granted prompt access to a Location upon arrival to perform Preventative Maintenance or System Repairs; (vii) an item of Equipment has been modified without Rapiscan's prior written consent; (viii) an item of Equipment has been damaged by neglect, misuse, mishandling, failure of electrical power, user error, liquids, or as a result of any other cause external to the Equipment; (ix) Customer has failed, during the Term, to timely pay, in whole or in part, any invoice issued by Rapiscan; or (x) Customer is in breach of this Agreement or any other agreement with Rapiscan (this statement shall not be construed to limit any other rights or remedies available to Rapiscan for any such breach). Rapiscan also reserves the right to refuse to perform any Services if, due to the age of an item of Equipment, Rapiscan is unable to procure, unable to timely procure, or unable to procure at a reasonable price, through Rapiscan's regular supply channels, the spare parts required to perform a Service. In such event, Rapiscan shall notify Customer and thereupon such item of Equipment shall no longer be deemed Equipment covered by this Agreement. Rapiscan shall also calculate the portion of the Annual Charge attributable to such item of Equipment and shall return to Customer a prorated amount, calculated based on the number of days remaining in such annual period. If such



Equipment is the only Equipment covered by this Agreement, this Agreement shall thereupon be deemed to terminate, without further notice. If, on the other hand, such Equipment is not the only Equipment covered by this Agreement, this Agreement shall not be deemed to terminate and the Annual Charge due in future years of the Term shall be automatically reduced by that portion of the Annual Charge that was attributable to such item of Equipment.

**7. Additional Services.** If Rapiscan agrees to perform any services not covered by the Services ("Additional Services"), such Additional Services shall be billable at Rapiscan's then-current time and materials rate in effect for the region in which the Equipment is located. Additional Services include, but are not limited to, performance of Services outside of Rapiscan's regularly-scheduled business hours and performance of any services excluded under Section 6).

**8. Termination.** Either party may terminate this Agreement for material breach following delivery of written notice describing the nature of such breach and giving 60 days' opportunity to cure such breach.

**9. Payment.**

**9.1. Charges.** The Annual Charge shall be due on the Date of Agreement and on each yearly anniversary of the Date of Agreement during the Term. Rapiscan may increase the amount of the Annual Charge on 90 days' written notice. All other amounts charged under this Agreement shall be due within 30 days of date of invoice therefore. Late payments shall accrue at the rate of 1.5% per month, or the maximum rate permitted by law, whichever is lower.

**9.2. Taxes.** Customer shall, in addition to any other amounts payable under this Agreement, pay all sales, use and other taxes, federal, state, local, or otherwise, which are levied or imposed by reason of the Services performed under this Agreement.

**9.3. Notice of Payment Dispute.** Subject to applicable law, if Customer intends to dispute any amount due hereunder, Customer must notify Rapiscan in writing within 30 days of the date such payment is originally due. Customer waives its right to dispute such amounts or to bring or participate in any legal action involving a dispute of such amounts if not reported within such period.

**10. Excusable Delay.** Rapiscan shall not be responsible for any delay or non-performance of its obligations hereunder to the extent and for such periods of time as such delay or non-performance, defective performance or late performance is due to causes beyond its control. Excusable delays include, but are not limited to, acts of God, war, acts of any government in either its sovereign or contractual capacity, fire, explosions, sabotage, the elements, epidemics, quarantine restrictions, strikes, lockout, embargoes, unusually severe weather, delays in transportation, airline schedule, fuel shortages, or delays of suppliers or subcontractors for like causes.

**11. Disclaimer of Warranties.** RAPISCAN'S SOLE OBLIGATION AND CUSTOMER'S SOLE REMEDY UNDER OR IN CONNECTION WITH THIS AGREEMENT IS FOR RAPISCAN TO USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE SERVICES IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. RAPISCAN MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT WILL OPERATE AS REQUIRED WITHOUT INTERRUPTION, DELAY OR ERROR. RAPISCAN DOES NOT WARRANT ANY "UP-TIME" OR "DOWN-TIME" OF THE EQUIPMENT.

**12. Limitation of Liability.** RAPISCAN'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE ANNUAL CHARGE.

**13. No Indirect or Consequential Damages.** RAPISCAN SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

**14. Reciprocal Waiver of Claims.** As the Services may be deployed in defense against or to assist in the detection of an Act of Terrorism (as such term is defined under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002) before it occurs, Rapiscan and Customer each agree to waive all claims against the other (including those of or against their officers, directors, employees, subsidiaries, affiliates, agents, subcontractors or other representatives) for losses, including business operation losses, resulting from or related to such Act of Terrorism.

**15. Miscellaneous Provisions.**

**15.1. Independent Contractors.** Each of Rapiscan and Customer is an independent contractor and neither party's personnel are employees or agents of the other party. Each party assumes sole and full responsibility for the acts and omissions of its own employees, representatives and agents. Except for the specific obligations set forth in this Agreement, nothing hereunder shall be deemed to constitute, create, give effect to or otherwise recognize a joint venture, partnership or business entity of any kind, nor shall anything in this Agreement be deemed to constitute either party as the agent or representative of the other.

**15.2. No Third Party Beneficiaries.** It is not the intention of the parties to confer a third party beneficiary right of action upon any third party or entity whatsoever, and nothing in this Agreement will be construed to confer upon any third party other than the parties hereto a right of action under this Agreement or in any manner whatsoever.

**15.3. Customer Contact.** The Customer may change its Customer Contact at any time by delivery of written notice to Rapiscan in accordance with Section 15.4.

**15.4. Notice.** Any notice (other than routine reports regarding Equipment Errors) required or permitted hereunder shall be in writing, shall reference this Agreement and shall be deemed to be properly given: (i) when delivered personally; (ii) two days after deposit with a private industry express courier, for next day delivery, with written confirmation of receipt; or (iii) four days after having been sent by registered or certified mail, return receipt requested, postage prepaid. All notices sent by Rapiscan shall be sent to the Customer Address, ATTN Customer Contact. All notices sent by Customer shall be sent to the Rapiscan Address, ATTN: VP Worldwide Customer Service, with a copy to Senior Director of Service at the same address, or to such other address or person as may be designated by Rapiscan by giving written notice to Customer pursuant to this Section.

**15.5. No Assignment.** Customer shall not be permitted to assign this Agreement, by operation of law or otherwise, without the express written consent of Rapiscan.

**15.6. No Amendment.** This Agreement may not be modified or amended except pursuant to a writing, signed by a duly authorized officer of each of Rapiscan and Customer.

**15.7. No Solicitation; No Hire.** During the Term and for two years thereafter, Customer agrees that it shall not, and will ensure that its affiliates do not, directly or indirectly, hire or solicit or attempt to solicit for employment any persons employed by Rapiscan or its affiliates or any party contracted by Rapiscan to provide Services to Customer.

**15.8. Governing Law.** This Agreement shall be construed in accordance with and governed by the internal laws of the State of California, U.S.A., without giving effect to

any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to the rights and duties of the parties. This Agreement shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

**15.9. Venue.** Except for matters of injunctive relief, for which either party may seek arbitration or initiate proceedings in any court of competent jurisdiction, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be finally and exclusively determined by binding arbitration. The number of arbitrators shall be one. The place of the arbitration shall be Los Angeles County, California. If Customer is headquartered in the United States, the arbitration shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. If Customer is headquartered outside of the United States, the arbitration shall be administered by the International Centre for Dispute Resolution in accordance with its International Rules. Judgment on the award rendered by the arbitration proceeding may be entered in any court of competent jurisdiction.

**15.10. Costs of Collection and Other Legal Fees.** If Rapiscan uses a collection agency to collect money owed by Customer, Customer agrees to pay the reasonable costs of collection. These costs include, but are not limited to, collection agency's fees, attorneys' fees, and arbitration or court costs. If any other legal, including, without limitation, an action for arbitration or injunctive relief, is brought relating to this Agreement or the breach hereof, the prevailing party in any final judgment or arbitration award, or the non-dismissing party in the event of a voluntary dismissal by the party instituting the action, shall be entitled to the full amount of all reasonable expenses, including all court costs, arbitration fees and attorneys' fees paid or incurred.

**15.11. No Waiver.** The waiver by either party of a breach of or a default under any provision of this Agreement

shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

**15.12. Entire Agreement.** These Terms and Conditions, the Agreement to which they relate, and any other Attachment referenced in the Agreement and incorporated therein by reference, constitute the final, complete and exclusive agreement of Rapiscan and Customer with respect to the subject matter hereof and thereof and supersede and merge all prior or contemporaneous proposals, discussions, negotiations, understandings, promises, representations, conditions, communications and agreements, whether written or oral, between the parties with respect to such subject matter and all past courses of dealing or industry custom.

**15.13. Severability.** If the application of any provision of this Agreement to any particular facts or circumstances shall for any reason be held to be invalid, illegal or unenforceable by a court, arbitration panel or other tribunal of competent jurisdiction, then (a) the validity, legality and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of this Agreement, shall not in any way be affected or impaired thereby and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties.

**15.14. Construction.** This Agreement has been negotiated by the parties and shall be interpreted fairly in accordance with its terms and without any construction in favor of or against either party.

**15.15. Counterparts.** This Agreement may be executed in counterparts, including by facsimile or other electronic signature.

[End of Appendix "B"]

#13,871(4)

10/14/2015

Cheryl Lowry - Purchasing Agent

2507 Lee Street, Room 104  
Greenville, Texas 75401  
Phone - 903-408-4148  
Fax - 903-408-4242 [clowry@huntcounty.net](mailto:clowry@huntcounty.net)

FILED FOR RECORD  
at 11:10 o'clock a M

OCT 27 2015

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

Re: Request for Contract Renewal for Hunt County

Contract extension date: November 1, 2015 thru October 31, 2016

Medicine Chest Pharmacy (Medicine Chest Institutional Pharmacy, LLC) would like to request a renewal of the Interlocal Agreement extending services from November 1, 2015 through October 31, 2016. Medicine Chest proposes to provide medications through the current Prescription Drug Contract and all pricing will remain the same as described below.

Brand Medications will be the lower of AWP minus 9.38% or AWP minus 11.38% + \$2.50 dispensing fee

Generic Medicatons will be the lower of the above brand medication formula or the lower of MAC + \$3.50 or Invoice/Acquisition +25% + \$3.50 dispensing fee.

We look forward to continuing to service Hunt County. If you need any assistance or have questions, please feel free to contact me.

Sincerely,

*Chad Michel*

Chad Michel  
President, Medicine Chest

*[Handwritten Signature]*  
\_\_\_\_\_  
~~Cheryl Lowry, Hunt County Purchasing Agent~~  
JOHN L. HORN - HUNT County Judge



QUOTE# 003B

CONTRACT PRICING WORKSHEET

End User: HUNT COUNTY	Contractor: CALDWELL COUNTRY
Contact Name: CHERYL LOWRY	CALDWELL COUNTRY
Email: CLOWRY@HUNTCOUNTY.NET	Prepared By: Averyt Knapp
Phone #: 903-408-4148	Email: aknapp@caldwellcountry.com
Fax #: 903-408-4242	Phone #: 979-567-6116
Location City & State: GREENVILLE	Fax #: 979-567-0853
Date Prepared: OCTOBER 12, 2015	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #430-13	Tax ID # 14-1856872

Product Description: 2016 CHEVROLET 1500 SILVERADO 4X4 CREW CAB SWB CK15543

A Base Price & Options: \$29,440

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	4X4-CREW CAB, 5.3L-V8, 5W4 SSV PACKAGE, DUAL BATTERIES, 170 AMP ALTERNATOR, HIGH CAPACITY AIR CLEANER, POUR OUTLET 110-VOLT AC, 6-SPD AUTOMATIC, 3.42 LOCKING REAR AXLE DIFFERENTIAL, 40-20-40 CLOTH SEAT, VINYL REAR BENCH, CARPET FLOOR W/MATS, AIR CONDITION, AMFM-STEREO W/BLUETOOTH, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER MIRRORS, KEYLESS ENTRY, OEM TRAILER TOW PACKAGE, SKID PLATE PACKAGE, TRANSFER CASE ELECTRONIC AUTOTRAC WITH ROTARY (DASH) MOUNTED CONTROLS, 5.75' BED, REAR STEP BUMPER, REAR VISION CAMERA, OEM INTEGRATED TRAILER BRAKE CONTROLLER	INCL		<p>#13,871(5)</p> <p>FILED FOR RECORD at 11:15 o'clock <u>a</u> M OCT 27 2015 JENNIFER LINDENZWEIG County Clerk, Hunt County, TX By <i>[Signature]</i></p>	
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL			CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836
Subtotal B					INCL

C Unpublished Options					
Code	Description	Cost	Code	Description	Cost
Subtotal C					
D Other Price Adjustments (Installation, Delivery, Etc..)					
Subtotal D					INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)					\$29,440
Quantity Ordered					1
Subtotal E					\$29,440
F Non-Equipment Charges (Trade-In, Warranty, Etc..)					
BUY BOARD					\$400
G. Color of Vehicle: BLACK					
H. Total Purchase Price (E+F)					\$29,840
Estimated Delivery Date:				90 DAYS APPX	

# DODGE CITY

GRAB LIFE!!

321 N. CENTRAL EXPRESSWAY  
SUITE # 240  
MCKINNEY, TX 75070  
214-544-4566



# QUOTE

DATE: 10/12/2015  
INVOICE #

Bill To:

## HUNT COUNTY

Ship To:

#13,871(6)

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

OCT 27 2015

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

Comments or Special Instructions:

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	STATE ORDER #	TERMS
JEFF Y			Best Way		
QUANTITY	DESCRIPTION		UNIT PRICE	AMOUNT	
2	2016 DODGE GRAND CARAVAN SE		\$21,327.18	\$42,654.36	

SUBTOTAL	\$ 42,654.36
TAX RATE	0.00%
SALES TAX	-
SHIPPING & HANDLING	125.00
<b>TOTAL</b>	<b>\$ 42,779.36</b>

#13,876

2016 Hunt County Resolution  
Indigent Defense Grant Program

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

OCT 27 2015

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

**WHEREAS**, under the provisions of the Texas Government Code §79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

**WHEREAS**, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

**WHEREAS**, the Hunt County Commissioner's Court has agreed that in the event of loss or misuse of the funds, Hunt County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

**NOW THEREFORE, BE IT RESOLVED** and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

**BE IT FURTHER RESOLVED** that the County Auditor is designated as the Financial Officer for this grant.

Adopted this 27th day of October, 2015.

*John L. Horn*  
\_\_\_\_\_  
Judge John L. Horn

*Eric Evans*  
\_\_\_\_\_  
Commissioner Eric Evans

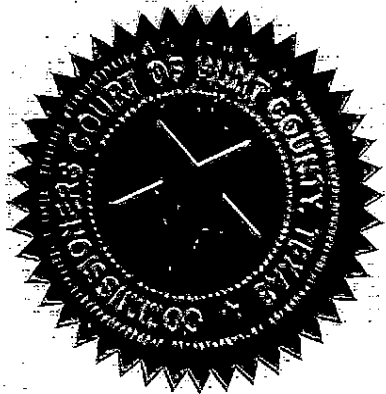
*Tod McMahan*  
\_\_\_\_\_  
Commissioner Tod McMahan

*Phillip A. Martin*  
\_\_\_\_\_  
Commissioner Phillip Martin

*Jim Latham*  
\_\_\_\_\_  
Commissioner Jim Latham

Attest:

*Jennifer Lindenzweig*  
\_\_\_\_\_  
County Clerk



#13,877

PROCLAMATION  
Home Care & Hospice Month  
November 2015

FILED FOR RECORD  
at 1:15 o'clock a M

OCT 27 2015

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

**WHEREAS**, home care services provide high quality and compassionate health care services to those in need, especially at times of community or personal health care crisis; and,

**WHEREAS**, home care is the most preferred method of health care delivery among disabled elderly, and chronically ill individuals eager to live independently in their own homes as long as they possibly can; and,

**WHEREAS**, home care in Texas is a growing alternative to hospitalization or other institution-based forms of health care for acute and chronic illnesses, providing care to hundreds of thousands of Texans each year; and,

**WHEREAS**, hospice care provides humane and comforting support for terminally ill patients and their families; including pain control, palliative medical care, and social, emotional and spiritual services; and,

**WHEREAS**, hospice fulfills basic human needs of feeling comfortable in familiar surroundings and of attaining physical and emotional peace during the last stage of life; and

**WHEREAS**, there is a need to increase public discussion about advances in pain control and the care options available to individuals of all ages, races and backgrounds who are at the end of life; and

**WHEREAS**, the Texas Association for Home Care & Hospice, and home-care and hospice providers in Texas have declared November 2015 as "Home Care and Hospice Month" with the theme of "Home Care & Hospice... Keeping Texans Independent" and are calling on all Texans to observe this occasion with appropriate ceremonies and activities;

**NOW, THEREFORE, BE IT PROCLAIMED**, by the Hunt County Commissioners Court that November 2015 be recognized as "**HOME CARE AND HOSPICE MONTH**" in Hunt County, and encourage the support and participation of all citizens in learning more about the home care and hospice philosophy of care for the elderly, disabled, and terminally ill.

In official witness whereof this 27<sup>th</sup> day of October, 2015.

*[Signature]*  
Judge John L. Horn

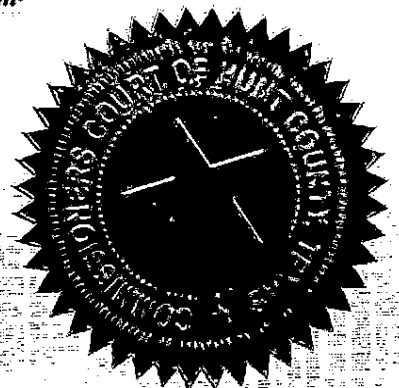
*[Signature]*  
Commissioner Eric Evans

*[Signature]*  
Commissioner Tod McMahan

*[Signature]*  
Commissioner Phillip Martin

*[Signature]*  
Commissioner Jim Latham

Attest: *[Signature]*  
County Clerk





#13,878

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

October 16, 2015

OCT 27 2015

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

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

**Farmers Electric Cooperative Member: Andria Vinson**  
**Service Order Number: 1510001244**

Dear Judge Horn,

Farmers Electric Cooperative, Inc. is requesting permission to construct electrical power distribution facilities across Hunt County Road 2526 which is located, approximately .25 miles west of FM 36 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 Peter Benninger office, 903-453-0513 or cell, 903-453-5292.

Sincerely,

*Peter Benninger*

Peter Benninger  
Engineering Asst.

pbenninger@farmerselectric.coop  
Phone 903-453-0513  
Mobile 903-453-5292

Submitted by Ra'chel Tidwell  
Field Engineering Coordinator

Enclosures

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.pbftm.com

Tab Beall  
ATTORNEY

Alesha L. Williams  
ATTORNEY

David Hudson  
ATTORNEY

October 8, 2015

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

#13,879  
FILED FOR RECORD  
at 1:15 o'clock a M  
OCT 27 2015  
JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By [Signature]

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>
R70880	SAMMY G LAING	\$750.00

Property Description: S4385 ORIG TOWN OF GREENVILLE BLK 71 LOT 1B, 6  
HCAD Situs: 4203 Stonewall 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,

DAVID HUDSON

DH/sf  
Enclosures

Cash Offer for Property At:

4203 Stonewall St.

Greenville TX. 75401

PID# 70880

I would like to purchase this property to build a home for my family in the near future.

I have been a lifelong resident here in Greenville and would like to do my part by improving on this property and getting it back on the tax role.

My offer is \$ 750.00 in hopes that this is a fair price that is acceptable to all concerning parties.

I would like any existing fines or liens be waived if my offer is accepted.

Thank You,

Sammy G. Laing

4105 Walnut St.

Greenville TX. 75401

Cell # 214-738-0309

SEP 26 2015



Property ID: 70880 For Year 2015



Property Details	
<b>Account</b>	
Property ID:	70880
Legal Description:	S4385 ORIG TOWN OF GREENVILLE BLK 71 LOT 1B,6
Geographic ID:	4385-0710-001B-41
Agent Code:	
Type:	Real
<b>Location</b>	
Address:	4203 STONEWALL ST GREENVILLE, TX 75401
Map ID:	5A-4830
Neighborhood CD:	NCGR23
<b>Owner</b>	
Owner ID:	303496
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:	\$0
Land Homesite Value:	\$0
Land Non-Homesite Value:	\$1,580
Agricultural Market Valuation:	\$0
Market Value:	\$1,580
Ag Use Value:	\$0
Appraised Value:	\$1,580
HS Cap:	\$0
Assessed Value:	\$1,580

**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	\$1,580	\$0	
CGR	GREENVILLE, CITY	0.699000	\$1,580	\$0	
GHT	HUNT COUNTY	0.532469	\$1,580	\$0	
HHO	HUNT MEMORIAL HD	0.243000	\$1,580	\$0	
SGR	GREENVILLE ISD	1.348210	\$1,580	\$0	
<b>Total Tax Rate: 2.822679</b>					

Property Improvement - Building

Property Land							
Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
CR	RESIDENTIAL, CITY	0.12	5,096.00	56.00	91.00	\$1,580	\$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		\$0	\$1,580	\$0	\$1,580	\$0	\$1,580
2014		\$0	\$1,580	\$0	\$1,580	\$0	\$1,580
2013		\$0	\$1,580	\$0	\$1,580	\$0	\$1,580
2012		\$0	\$1,580	\$0	\$1,580	\$0	\$1,580
2011		\$0	\$1,580	\$0	\$1,580	\$0	\$1,580
2010		\$0	\$1,580	\$0	\$1,580	\$0	\$1,580
2009		\$0	\$1,580	\$0	\$1,580	\$0	\$1,580
2008		\$0	\$1,580	\$0	\$1,580	\$0	\$1,580
2007		\$0	\$1,580	\$0	\$1,580	\$0	\$1,580

Property Deed History							
Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
3/19/2012	CN	CONSTABLES DEED	TEXAS SELECT GREENVILLE	CITY OF GREENVILLE	2012	3372	
3/3/2003	QCD	QUITCLAIM DEED	GIUNCA GIOVANI	TEXAS SELECT GREENVILLE	980	41	
10/9/2001	DEED	DEED	CITY OF GREENVILLE	GIUNCA GIOVANI	800	587	
2/3/2000	CN	CONSTABLES DEED	DAVIS G A	CITY OF GREENVILLE	627	680	
12/5/1994	Conv	CONVERSION	RUDD ROBERT	DAVIS G A			
6/16/1994	Conv	CONVERSION	CUMMINGS JIMMY	RUDD ROBERT			
2/3/1994	CD	CONTRACT FOR DEED	HERRIN/CUMMINGS	RUDD ROBERT			
5/31/1989	CD	CONTRACT FOR DEED	RUDD ROBERT	CUMMINGS JIMMY			

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 (803-454-3510) to verify all information for accuracy.

FILED FOR RECORD  
at 11:15 o'clock  
OCT 27 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. TAX19786 CITY OF GREENVILLE VS. TEXAS SELECT GREENVILLE LAND TRUST**

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:

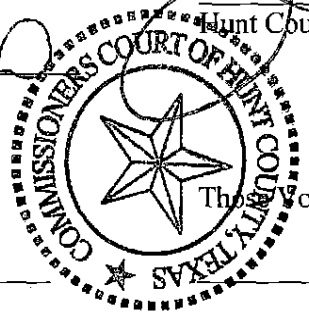
The sale of real property to **SAMMY G LAING, 4105 WALNUT ST, GREENVILLE TX** for and in consideration of the cash sum of **SEVEN HUNDRED FIFTY DOLLARS AND 00/100 (\$750.00)**, said money to be distributed pursuant to Chapter 34 of the Texas Property Tax Code is hereby approved.

Resolved this the 27 day of October, 2015.

Attest:

*Jennifer Lindenzweig*  
County Clerk

*[Signature]*  
Hunt County Judge



Those Voting Aye Were:

Evans  
McMahan  
Martin  
Latham  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Those Voting Nay Were:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In testimony whereof the Hunt County Commissioners Court, Hunt County, Texas has caused these presents to be executed this the 27 day of OCTOBER, 2015.

Hunt County Commissioners Court

BY: [Signature]  
Hunt County Judge

State of Texas

{

County of Hunt

{

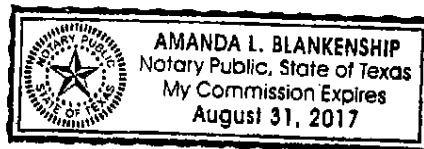
}

This instrument was acknowledged before me on this the 27 day of

October, 2015 by John L. Horn

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

[Signature]  
Notary Public, State of Texas



**“EXHIBIT A”**

TRACT 14: BEING BLOCK 71, LOT 1B, 6 PART OF THE ORIG TOWN OF GRENVILLE, AS DESCRIBED IN DEED RECORDED IN VOLUME 800, PAGE 587, FILED OCTOBER 9, 2001 AND QUIT CLAIM DEED RECORDED IN VOLUME 980, PAGE 41 FILED MARCH 3, 2003 AND CONSTABLES DEED DOC# 2012-3372 FILED MARCH 22, 2012 IN HUNT COUNTY TEXAS AND BEING FURTHER IDENTIFIED ON TAX ROLLS AND RECORDS OF CITY OF GRENVILLE AND GRENVILLE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER R70880

Situs per Hunt County Appraisal District: 4203 STONEWALL ST, GRENVILLE TX 75401

**BID ANALYSIS**  
**October 9, 2015**

Cause #: TAX19786

Previous Owner: TEXAS SELECT GREENVILLE LAND TRUST

**Bid Amount: \$750.00**  
Date Bid Submitted: 9/28/2015  
Bidders Name: **SAMMY G LAING**

Acct#: R70880  
Judgment Date: 12/15/2011  
Property Value at Judgment: \$1,580.00  
Property Value today: \$1,580.00  
Date of Sale: 3/6/2012

Bidders Address: 4105 WALNUT ST  
GREENVILLE TX 75401

**Minimum Bid at Sale: \$371.26**

Sale Deed Filed: 3/22/2012  
Redemption Expires: 9/22/2012

**PROPERTY DESCRIPTION**

TRACT 14: BEING BLOCK 71, LOT 1B, 6 PART OF THE ORIG TOWN OF GRENVILLE, AS DESCRIBED IN DEED RECORDED IN VOLUME 800, PAGE 587, FILED OCTOBER 9, 2001 AND QUIT CLAIM DEED RECORDED IN VOLUME 980, PAGE 41 FILED MARCH 3, 2003 AND CONSTABLES DEED DOC# 2012-3372 FILED MARCH 22, 2012 IN HUNT COUNTY TEXAS AND BEING FURTHER INDENTIFIED ON TAX ROLLS AND RECORDS OF CITY OF GREENVILLE AND GREENVILLE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER R70880

**Situs or Location per Hunt Cad: 4203 Stonewall St Greenville, TX 75401**

**JUDGMENT INFORMATION**

Tax Entity	Tax Years	Amount Due
CITY OF GREENVILLE	2009-2010	\$34.48
GREENVILLE ISD	2009-2010	\$58.17
HUNT COUNTY	2009-2010	\$24.81
HUNT MEMORIAL HD	2009-2010	\$10.46

TOTAL: \$127.92

**COSTS**

Court Costs \$53.34 (Payable to Hunt County District Clerk)  
Publication Fee: \$45.24 (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: \$196.58

**PROPOSED TAX DISTRIBUTION – R70880**

Bid Amount: \$750.00      Costs: \$196.58  
Net to Distribute: \$553.42

ENTITY		AMOUNT TO DISBURSE
CITY OF GREENVILLE	2009-2012	\$72.29
GREENVILLE ISD:	2009-2012	\$121.99
HUNT COUNTY:	2009-2012	\$52.31
HUNT MEMORIAL HD:	2009-2012	\$22.14
	<b>TOTAL TAX DISBURSEMENT</b>	<b>\$268.73</b>
APPLIED TO CITY OF GREENVILLE LIENS		\$284.69

**TOTAL: \$553.42**

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

AGENDA ITEM

#13,879

Date: October 8, 2015

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

From: Sherrina Williams  
Office Manager

Re: Deed #43669, #43670 - Tax Resale Auction Property

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

OCT 27 2015

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX

---

Please find attached a **Tax Resale Deed**. We have received the minimum bid, which was listed on the Quinlan Resale Auction for **\$1,575.00** (E-Z Living Acres West Addition)

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 #43669, #43670**

**STATE OF TEXAS**

**X**

**X KNOW ALL MEN BY THESE PRESENTS**

**COUNTY OF HUNT**

**X**

That **QUINLAN INDEPENDENT SCHOOL DISTRICT, HUNT COUNTY and HUNT MEMORIAL HOSPITAL DISTRICT**, acting through the presiding officer of its governing body, hereunto duly authorized by resolution and order of each respective governing body which is duly recorded in their official Minutes, hereinafter called grantors, for and in consideration of the sum of \$1,575.00 cash in hand paid by

**William Chappell, 2116 Marsh Lane #2505, Carrollton, TX 75006**

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 18,774**, in the district court of said county, said property being located in Hunt County, Texas, and described as follows:

**ACCOUNT #43669; Tract No. 2: E-Z LIVING ACRES WEST ADDITION, LOT 61 AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOL. 735 PG. 733 AND SHERIFF DEED DOC# 2010-2535 IN THE DEED RECORDS OF HUNT COUNTY, TEXAS.**

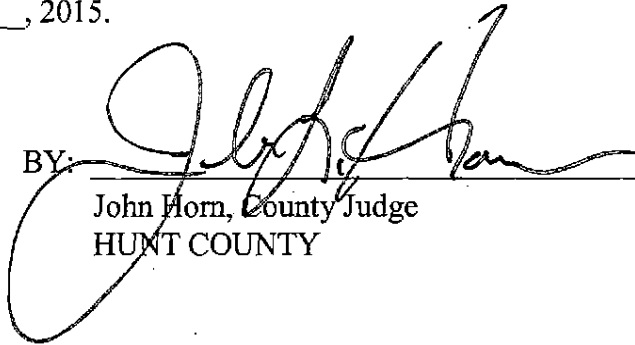
**ACCOUNT #43670; Tract No. 1: E-Z LIVING ACRES WEST ADDITION, LOT N 1/2 62 AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOL. 735 PG. 733 AND SHERIFF DEED DOC# 2010-2535 IN THE DEED RECORDS OF HUNT COUNTY, TEXAS.**

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 27 day of OCTOBER, 2015.

BY:   
John Horn, County Judge  
HUNT COUNTY


X

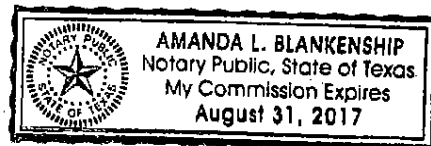
STATE OF TEXAS

COUNTY OF HUNT

X

This instrument was acknowledged before me on this 27 day of October, 2015, by John Horn, County Judge, of HUNT COUNTY.

  
Notary Public, State of Texas  
My Commission Expires: 8/31/2017



Return to:

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

# 13,881

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

OCT 27 2015

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

Fax to: 903-408-4291 Att: Sandy  
From: Classification  
JAIL COUNT  
October 13 - October 26, 2015

<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>
13-Oct	204	53	8	0	0	2	267
14-Oct	200	52	11	0	0	2	265
15-Oct	199	52	16	0	0	2	269
16-Oct	196	49	5	0	0	2	252
17-Oct	197	48	9	0	0	2	256
18-Oct	198	48	7	0	0	2	255
19-Oct	195	48	0	0	0	2	245
20-Oct	191	48	11	0	0	1	251
21-Oct	192	50	11	0	0	2	255
22-Oct	198	50	5	0	0	2	255
23-Oct	194	49	6	0	0	2	251
24-Oct	193	48	9	0	0	2	252
25-Oct	196	49	11	0	0	2	258
26-Oct	194	50	8	0	0	2	254