# H, 832(1)

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

2802 Washington Street

Greenville, Texas 75401

(903) 455-6252

Fax (903) 455-6667

September 25, 2017

La COO o'clock М OCT 1 0 2017 IENNIFER LINDE

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, 2017. 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, 2017. 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 Uniform Guidance, 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 sole3ly 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 Uniform Guidance 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 Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance 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 for 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 Uniform Guidance. 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 Uniform Guidance, 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 Uniform Guidance. 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 Uniform Guidance; (2) that you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with Uniform Guidance; (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 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 Uniform Guidance, 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 Uniform Guidance.

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 Uniform Guidance.

#### 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*.

Uniform Guidance 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 *Uniform Guidance 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 Uniform Guidance.

#### 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 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 \$ 44,575. If the provisions of Uniform Guidance that relate to the Single Audit Act apply to the County the fee will not exceed an additional \$ 2,950 for the audit procedures related to the Uniform Guidance 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 2016 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.

#### **RESPONSE:**

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

Βv ALE COUNTY **T**itle: \_\_\_\_. 10-10-2017 Date:

#### WILF & HENDERSON, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

Member of American Institute of Certified Public Accountants Member of Private Companies Practice Section Member of AICPA Governmental Audit Quality Center

#### System Review Report

May 27, 2016

To Rutherford, Taylor & Company, P. C. and the Peer Review Committee of the Texas Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Rutherford, Taylor & Company, P. C. (the firm) in effect for the year ended December 31, 2015. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at <u>www.aicpa.ore/prsunmary</u>.

As required by the standards, engagements selected for review included engagements performed under Government Auditing Standard.

In our opinion, the system of quality control for the accounting and auditing practice of Rutherford, Taylor & Company, P. C. in effect for the year ended December 31, 2015, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)* or *fail.* Rutherford, Taylor & Company, P. C. has received a peer review rating of *pass.* 

ill's Henduson P.C.

Wilf & Henderson, P. C.

#14,832 (2)

# RELIABLE CHEVROLET

HOME OF THE ENFORCER POLICE PACKAGE



# **Quote For 2018 Model**

BY DOUG ADAMS 972-952-1561

#### CONTRACT USED - TARRANT CO

September 20, 2017
11/15/2017* (SEE NOTE BELOW)
FOR CHERYL LOWRY
HUNT COUNTY

#### Customer:

HUNT COUNTY

USING CONTRACT EXTENSION APPROVED BY GM

APPROVAL FOR EXTENSION HONORED TO 11/17

THIS QUOTE IS FOR AN INCOMING 2018 TAHOE PPV 2W

BLACK EXTERIOR

#### Quote/Project Notes

THIS QUOTE USES TARRANT CO 2016-006 **RENEWAL** REMINDER: TARRANT COUNTY CONTRACTS DO NOT INCLUDE ONSTAR (WHICH CANCELS BLUETOOTH COMPATABILITY) AND DOES NOT INCLUDE SCHEDULED DEALER SERVICE MAINTENANCE FOR 2YR/24K

Description	Li	ne Total
2016 TAHOE 9G1 PURSUIT 2WHDR, ITEM 5, BASE BID 32764.00		
7X6 - LH SPOTLAMP331.00	and a subscription of the state	
VENDOR INSTALL PROGARD CENTER MOUNT PUSH BAR (other brands available at additional cost)110.00	alter fallend	
TOTAL OF BID FOR ITEM 5 ON 2016-006 ORIGINAL CONTRACT FOR 2016 MODEL		33,205.00
LESS PRICE ADJUSTMENT FOR 2017 MODEL AND ALLOWING 2018 TO BE ORDERED THRU 11/15/17	-0 A	1,054,56
PLUS THE FOLLOWING OPTION TO BE ADDED PER YOUR REQUEST:		
LESS COST OF PUSHBAR		110.00
AZ3 - CLOTH FRONT SEATS, 5T5 - VINYL REAR SEAT, VK3 - FRT LIC PLATE		-
UE1: ONSTAR (FOR BLUETOOTH CAPABILITY)		85.00
5HP - 6 EXTRA KEYS	PRD	40.00
OCT	F.	M 25.00
	7	75.00
UT7-REAR AUXILIARY GROUNDING STUDS		.88,00
V76 - FRONT TOW HOOKS (FOR EASE OF INSTALLING PUSH BARS)	EIG	50.00
FLUS KERK TO ADD LED SPOTBULB TO LA SPOTLAMP	NIR	200.00
PLUS KERR TO ADD 6J7 HEADLAMP/TAILLAMP FLASHER SYSTEM	42	495.00
PLUS INTER-COUNTY COMMULCATIONS TO ADD GO RHINO CENTER MOUNT PUSHBAR		385.00
		T 1999 STORE & CONTRACT, MILLION & CONTRACT, M
DELIVERY (OPTIONAL) FROM RELIABLE TO HUNT CO SO PER MAPQUEST - 57m x \$1.25/m = \$71.25		71.25
Special Notes and Instructions Subtotal	\$	33,554.69
*2017 CONTRACT PRICE GOOD AS LONG AS MODEL IS ORDERABLE OR 11/15/17 Discount		-
THIS QUOTE DOES NOT INCLUDE DEALER SCHEDULED MAINTENANCE Sales Tax Rate	%	0.00

COPY OF INTERLOCAL WITH TARRANT COREQUIRED FOR AUDIT PURPOSES

PURCHASE ORDER IS REQUIRED TO SUBMIT WITH ORDER NUMBERS TO GM
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Above information is not an invoice and only an estimate of services/goods described above.

 Subtotal
 \$ 33,554.69

 Discount

 Sales Tax Rate
 % 0.00

 Sales Tax

 Total
 \$ 33,554.69

 TOTAL FOR (2) UNITS
 \$ 67,109.38

Payment will be collected in prior to provision of services/goods described in this quote.

Please confirm your acceptance of this quote by signing this document

Signatur

Print Name DHN L. HORN

10-10-201 Date

#### Thank you for your business!

Should you have any enquiries concerning this quote, please contact Doug Adams on 972-952-1561

800 NORTH CENTRAL EXPRESSWAY, RICHARDSON, DALLAS, TEXAS, 75080

Tel: 972-952-1561 Fax: 972-952-8172 E-mail: dadams@reliablechevrolet.com Web: www.reliablechevrolet.com

# #14,832 (3)

HUNT COUNTY SHERIFF'S CRIME CONTR

2017-2018 Budget

\$ 81,836.02

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OCT 1 0 2017

JENNIFER LINDE

## **Expenditures:**

Beginning Balance (as of 09/30/17)

<b>Investigative Support</b>		0.00			
Criminal Investigation: (Undercover operation, crime scene expenses,					
photographs, diagrams, maps,	0.00				
Equipment: (firearms, ballist					
crime scene equipment and oth	0.00				
Employee Benefits: (October	r 2017 through April 2018)	\$75,074.98			
<b>Cell Phone Allowance</b>	\$ 12,356.75				
Certificate Pay	\$ 33,753.41				
Part Time K9 Officer	S 18,331.83				
Stipends-Oxford	\$ 5,809.41				
<b>Stipends-Deputy</b>	\$ 4,823.58				
Employee Benefits-unassigned	d	11.04			
Educations: community events	, internships, SO Academy scholarships	2,750.00			
Donations		4,000.00			
Meeting Supplies	,	0.00			

**Total Amount** 

\$81,836.02

# Hunt County Sheriff's Office **Federal Forfeiture Account**

## 2017-2018 Budget

Beginning Balance (09/30/17)

## **Expenditures** A. Law Enforcement Operations and Investigations 100,000.00 **B.** Law Enforcement Training and Education 15,000.00 C. Law Enforcement Equipment 155,000.00 D. Law Enforcement Travel and Per Diem 7,000.00 E. Law Enforcement Awards and Memorials 3,000.00 F. Support of Community Based Programs 5,000.00 G Special Response Vehicle 6 x 6 8,986.47

### TOTAL

\$ 293,986.47

OCT 1 0 2017 JENNIF \$ 293,986.47

at 12 FILED FOR RECORD

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# #14,832 (4)



		CRIMINAL VOLUME	
ORDER AWARDING POSSESS TEX. CODE CRIM. PROC. ANN.	NON OF SEIZED PROPERTY Arts. 47.04, 47.09	COPPY A SACR OF THE PEACE # 3 A GRAD COUNTY, TEXAS	at DENEDFORRECON
THE STATE OF TEXAS VS. 2000 S&H CARGO TRAILER VIN #140KA11C2YA040398	NO. <u>SP30004</u> § § §	IN THE JUSTICE COURT PCT. 3 HUNT COUNTY, TEXAS	JENNINGER LINDENZINENG

Hu1 020/5)

## ORDER AWARDING POSSESSION OF SEIZED PROPERTY

On the 16TH day of AUGUST 2012 in the Justice Court of Precinct 3, Hunt County, Texas, came to be heard the above-styled cause CHURCH MUTUAL INSURANCE COMPANY, ROBERTO GARZA-ZAMARRIPA AND KENNETH PETERS HUNT COUNTY SHERIFF'S OFFICE, claimants, are seeking to establish the right to possession of the following-described property: 2000 S&H CARGO TRAILER VIN #140KA11C2YA040398. Said property is now in the possession and control of KENNETH PETERS with the HUNT COUNTY SHERIFF'S OFFICE, who stored said property until a determination could be made by a court having jurisdiction and venue as to the possession or proper disposition of the property.

All the parties expressing a claim to possession were properly notified of this examining trial; those desiring to assert such claim to possession appeared in person or by attorney; and the court, after hearing all the evidence and testimony, is of the opinion that possession of the above-described property should be awarded as follows:

 Property Awarded: 2000 S&H CARGO TRAILER VIN #140KA11C2YA040398 Claimant's Name: HUNT COUNTY, P.O. BOX 1097, GREENVILLE, TX 75403.

Therefore, it is ORDERED that the possession of said property now in the possession and control of KENNETH PETERS be immediately transferred to the Claimant, as set forth above, subject to the condition that such property shall be made available to the State should it be needed in future prosecutions, or that any court having jurisdiction over the offense may order the property to be used for evidentiary purposes; and furthermore the court finds that no storage charges are currently due. This order does not determine ownership of said property, only a right to possession under Chapter 47.01a Texas Code of Criminal Procedure. The authority of this award is based on jurisdiction as a criminal magistrate and not as a civil court, Texas Code of Criminal Procedure 47.01a.

It is ORDERED that KENNETH PETERS make due return, showing execution of same.

ISSUED this the 16TH day of AUGUST 2012 Appeal Bond Amount: \$3,380.50 JUSTICE OF THE PEACE.

JUSTICE COURT LUITY, TEXAS

PCT. 3, HUNT COUNTY, TEXAS

#14,832(4)

Cause No. 81.220

§

§

IN THE DIS

OF HUNT COURT , TEXAS

354<sup>TH</sup> JUDICIAL DISTRICT

COURT

THE STATE OF TEXAS

VS.

\$19,927.00 IN CURRENT MONIES OF § THE UNITED STATES OF AMERICA. 2002 CHEVROLET AVALANCHE – VIN #3GNEK13T02G102643

#### DEFAULT JUDGMENT

On the 5<sup>TH</sup> day of May, 2017 came on to be heard the above-styled and numbered cause. The State of Texas appeared by and through its District Attorney in and for Hunt County, Texas. Respondent, JULIO VEGA, although having been duly cited by certified mail to appear and answer herein, failed to appear herein as required by law, and wholly made default.

The court has read the pleadings and the papers on file, and is of the opinion and so finds that the allegations of the Original Notice of Seizure and Intended Forfeiture have been, and are hereby deemed admitted by the default of the said JULIO VEGA and the Court is further of the opinion and so finds that the Court has jurisdiction of this cause, that venue is proper in Hunt County, Texas and that all of the property alleged in the Original Notice of Seizure and Intended Forfeiture is contraband and property subject to seizure and forfeiture under Chapter 59 of the Texas Code of Criminal Procedure. The Court further finds that all property subject to forfeiture be awarded to the State of Texas as requested in the Original Notice of Seizure and Intended Forfeiture, and pursuant to any local agreements entered into between the District Attorney and law enforcement agencies, and specifically including the HUNT COUNTY SHERIFF'S OFFICE, hereinafter also known as the "Seizing Agency".

The Court finds that Respondent. JULIO VEGA is the owners of the \$19,927.00 IN CURRENT MONIES OF THE UNITED STATES OF AMERICA and 2002 CHEVROLET AVALANCHE – VIN #3GNEK13T02G102643 and the property described is subject to forfeiture pursuant to Chapter 59 of the Code of Criminal Procedure.

It is therefore ORDERED, ADJUDGED, and DECREED by this Court that any and all interest of, JULIO VEGA, Respondent, in the, \$19.927.00 IN CURRENT MONIES OF THE UNITED STATES OF AMERICA and 2002 CHEVROLET AVALANCHE – VIN #3GNEK13T02G102643 is hereby forfeited to the State of Texas, to be distributed in accordance with Article 59.06 of the Code of Criminal Procedure and local agreement between the parties.

It is further ORDERED, ADJUDGED, and DECREED that all costs are assessed against the party incurring same. All other relief not expressly granted herein is denied.

SIGNED this the 510 day of May, 2017

ORIGINAL SIGNED BY KELI M. AIKEN, JUDGE

HONORABLE KELI M. AIKEN