PUBLIC HEARING Commissioners Court

November 28, 2005

The Hunt County Commissioners Court met this day at 9:45 AM for a Public Hearing on possible closure of CR2556. Judge Bobbitt stated a petition has been received from the sole owners of this property - James Morris, Michael Heine and Bobby J. Adams, requesting abandonment or closure of this road. This is a dirt road approximately 1,000 ft long, ending at a gate, with no turn around. Commissioner Green stated he has no problem closing road, the public has no use of this road. Hearing closed, to be continued in Regular Session of Court.

__Court Adjourned. Minutes approved this /2 day of December, 2005.

Hunt County Judge

Attest:

Hunt County Clerk

COMMISSIONERS COURT REGULAR SESSION

November 28, 2005

The Hunt County Commissioners Court met this day at 10:00A.M.with all Commissioners present with Judge Joe Bobbitt presiding. Minutes of the previous meeting were approved as submitted.

ADDENDUM:

9635 On the motion by Phillip Martin, second by Jim Latham, the Court approved releasing Tawakoni South Volunteer Fire Department funds and monthly allotment from the Hunt County Volunteer Firefighters Association back to Tawakoni South Volunteer Fire Department. Effective with the December allotment, Dorsey Driggers and Bryan Williams, present in Court, were in favor of this action.

OLD BUSINESS:

9636 On the motion by Kenneth Thornton, second by Ralph Green, the Court dismissed all bids and partial bids received from 3 companies on Janitorial Supplies, agreement made to go out for new bids making vendors aware of requirement for total bids.

NEW BUSINESS:

9637 On the motion by Phillip Martin, second by Thornton, the Court approved the Tax Abatement for Omni SYS Inc., to be located in Greenville Business Airpark on FM 1570 for 20,000 sq. ft. additional space, with the county to retain current jobs and add 10 additional full time high tech jobs/ medical technology to be added. *See Attachment*.

9638 On the motion by Green, second by Thornton, the Court approved request of FEC Electric to construct electrical power distribution facilities along and across CR2208 in Pct 2, with the usual stipulations.

9639 On the motion by Green, second by Thornton, the Court approved request of FEC Electric to construct electrical power distribution facilities along and across CR2446 in Pct 2, with the usual stipulations.

9640 On the motion by Green, second by Thornton, the Court approved road upgrade approximately 390 ft. from dirt to rock on CR2608 in Pct 2, with the usual stipulations. Money deposited into Escrow Account.

9641 On the motion by Green, second by Thornton, the Court approved abandonment or closure of CR2556, per petition request of owners. *See Attachment*.

9642 On the motion by Martin, second by Green, the Court approved request of FEC Electric to construct electrical power distribution facilities along and across CR3107 in Pct 3, with the usual stipulations.

9643 On the motion by Martin, second by Thornton, the Court approved appointment of Jackie Ray for the 911 Coordinator's position. Commissioner Latham wants to advertise for this job and interview prospects. For : Martin, Thornton, Against: Latham, Bobbitt and Green. Motion fails.

9644 Commissioner Martin made motion for Personnel Department to advertise for the position of the 911 Coordinator's Assistant, item dropped due to lack of a second.

9645 On the motion by Latham, second by Green, the Court approved request of FEC Electric to construct electrical power distribution facilities along and across CR4516 in Pct 4, with the usual stipulations.

9646 On the motion by Green, second by Martin, the Court approved the Annual Investment Policy (same policy we've used in prior years), presented by Delores Shelton – County Treasurer.

9647 On the motion by Latham, second by Green, the Court approved policy change on Post Retirement Employees allowing retired employees to draw retirement and after one full calendar months (30 days) time – rehire and start new retirement on any position.

See Attachment.

9648 On the motion by Green, second by Latham, the Court approved policy change on (TECLOSE) Temporary Employment of Commissioned Law Enforcement Officers. See Attachment.

9649 On the motion by Latham, second by Martin, the Court accepted bid for evaluation received from MHC Kenworth – originating in Dallas, TX for 6x4 DayCab, regular conventional for Pct 4. \$78,587

\$ 5,500 trade-in \$73,087.62 cost Commissioner Martin made motion to accept bids received for Premixed Oil and Sand from 3 different origination points, Commissioner Green voted against motion, due to lack of a second, agreement by Court to reject bids and go out for bids in six months.

9650 Approved on the motion by Green, second by Latham.

HEAR AND DISCUSS:

Judge Bobbitt discussed possibly having the last Commissioners Court on Thursday or Friday (December 29 - 30, 2005) due to Monday being a Holiday. The Court agreed.

9651 On the motion by Martin, second by Latham, the Court approved accounts payable. Judge Bobbitt abstained from the vote.

- There were no line-item budget transfers.

PERSONNEL AND PAYROLL:

COMMISIONER PCT 2:	Add Kevin McSwain as part time hourly Pct. Worker at \$12.00 per hour, effective 11-28-05.
SHEIFF'S DEPARTMENT:	Remove Billy Nolen Chance, due to illness, will not be able to return to work effective 11-10-05.
TAX OFFICE:	Remove Nicole Cooper due to going to work in the medical field, effective 12-22-05.

9652 On the motion by Martin, second by Latham, the Court approved personnel and payroll changes.

- Court Adjourned at 11:20 AM. Minutes approved this /2 day of

December, 2005.

Hunt County Judge

Attest:

Hunt County Clerk

TAX ABATEMENT AGREEMENT

THE STATE OF TEXAS }
COUNTY OF HUNT }

This Tax Abatement Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between Hunt County ("Governmental Unit") and Ransom Properties, L.L.C., a Texas Limited Partnership, the owner of taxable real property and improvements thereon in the City of Greenville, Hunt County, Texas ("Property") and OmniSYS, Inc., a Texas corporation, the owner of certain personal property located on Property and owner of a leasehold on the Property (jointly referred to hereafter as "Owner").

WHEREAS, The City of Greenville, Texas has a Reinvestment Zone located within its city limits and known as the City of Greenville Airpark; and

WHEREAS, Ransom Properties, L.L.C. is the owner of certain property located within the City of Greenville Airpark; and

WHEREAS, Ransom Properties, L.L.C. is building a facility on such property and has entered into a lease agreement with OmniSYS, Inc. for a term of at least seven (7) years; and

WHEREAS, OmniSYS, Inc. owns a leasehold interest in the property will install fixtures and inventory on the property; and

WHEREAS, Texas Tax Code Section 312.204(a)(as amended by Chapter 1258, Section 1 of the 77th Legislature, 2001) provides for tax abatement on leasehold interests as well as ownership interest.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained:

I. AUTHORIZATION

This Agreement is authorized by the Texas Property Redevelopment and Tax Abatement Act, Texas Tax Code, Chapter 312, as amended ("Act"), and is subject to the laws of the State of Texas and the charter, ordinances, and orders of the Governmental Unit.

II. DEFINITIONS

As used in this agreement, the following terms shall have the meanings set forth below:

A. "Abatement" means the full or partial exemption from ad valorem taxes of the Improvements on certain property in a zone designated for economic development purposes pursuant to the Act.

Hunt County Tax Abatement Agreement--OmniSYS, Inc. T.\Clients\GBOD\Omnisys\Hunt County 11 14 05

Page 1

- B. "Added Value" means the increase in the assessed value of the Eligible Property as a result of "expansion" or "modernization" of an existing facility or construction of a "new facility". It does not mean or include "deferred maintenance".
- C. "Base Year Value" means the assessed value of the property as certified by the Hunt County Appraisal District on January 1, 2006, plus the agreed upon value of Improvements made after January 1, 2005, but before the execution of this Agreement, if any.
- D. "Eligible Property" means the abatement may be extended to the value of buildings, structures, fixed machinery and equipment, and site improvements, installed or added between January 1, 2006 and January 1, 2007 plus that office space and related fixed improvements necessary to the operation and administration of the facility.
- E. "Facility" means a Basic Manufacturing Facility, Petrochemical Facility, Regional Distribution Facility, or other Authorized Facility approved by the Governmental Unit(s) as set forth in the Guidelines and Criteria for Granting Tax Abatement adopted by the Governmental Unit.
- F. "Improvements" means the buildings or portions thereof and other improvements used for commercial or industrial purposes on the property.
- G. "Ineligible Property" means the following types of property shall be fully taxable and ineligible for abatement: Land; inventories; supplies; tools; furnishings and other forms of movable personal property; vehicles; vessels; aircraft; housing; hotel accommodations; retail facilities deferred maintenance; investments; property to be rented or leased, except as provided; property owned or used by the State of Texas or its political subdivisions or by any organization owned, operated or directed by a political subdivision of the State of Texas.
- H. "Community Entities" means the Greenville Economic Development Corporation and any other similar organization within the City of Greenville, Texas which extends to Owner one or more incentives pursuant to this or other agreements.
- I. "Completion Agreement" means the Agreement by and between Greenville Economic Development Corporation, the Board of Development of the City of Greenville, Texas,

OmniSYS, Inc., and Ransom Properties, L.L.C., containing agreements with respect to the Property and the Facility.

The Guidelines and Criteria for Granting Tax Abatement adopted by the Governmental Unit(s) are incorporated as a part of this Agreement. Except as the same may be modified herein, all definitions set forth therein are applicable to this Agreement.

III. PROPERTY

The Property is an area within Hunt County, Texas located in whole or part within the jurisdiction of the Governmental Unit as is more fully described in Exhibit "A" attached hereto and made a part hereof. Said Property is located within a zone for tax abatement established pursuant to Chapter 312 of the Texas Tax Code, as amended, by City of Greenville, Texas City Council on November 8, 2005.

The Hunt County Appraisal District has established the following values for the Property, including improvements thereon, as of the January 1, 2005 valuation date, which is the last valuation record known by Parties:

Land and Improvements \$45,000.00

Personal Property \$0.00

The Parties incorporate such value into this Agreement but agree to adjust such value as may be necessary upon adoption of the tax rolls for January 1, 2006. This is the Base Year Value.

The Governmental Unit and the Owner agree that the approximate value of any additions to the Property made after January 1, 2005 and for which abatement is sought and not otherwise reflected on the above valuation Property is \$2,250,000.00 and are referred to as "Eligible Property".

IV. TERM OF ABATEMENT AND AGREEMENT

The Governmental Unit(s) agrees to abate the ad valorem taxes on the Eligible Property in accordance with the terms and conditions of this Agreement. The Abatement shall be effective with the valuation date on January 1, 2006. The Abatement shall continue for seven (7) years. The years of Abatement provided herein shall in each instance coincide with the tax year commencing on January 1 and expiring on December 31, and in no event shall the Abatement extend beyond December 31 of the seventh tax year.

The terms and conditions of this Agreement shall continue for the period of Abatement. All covenants and representations of the Owner herein shall continue throughout the term of this Agreement, and any defaults shall be subject to the recapture provisions provided in Part VII herein.

V. TAXABILITY

During the period that the Abatement is effective, taxes shall be payable as follows:

- (1) The value of the land comprising the Property shall be fully taxable;
- (2) The value of Ineligible Property shall be fully taxable;
- (3) The Base Year Value of existing Improvements comprising the Property shall be fully taxable; and
- (4) The Added Value of the Eligible Property made a part of the Property shall be abated as set forth in Part VI herein.

VI. AMOUNT OF ABATEMENT

The Abatement provided by this Agreement shall be based upon the added value of Eligible Property made a part of the Property as a result of the project. Taxes shall be abated 100% annually during the term of this Agreement.

At the time of execution of the Agreement, the Owner reasonably estimates that the Added Value upon completion of the Construction and Start Up Phase will be at least \$2,250,000.00 ("Estimated Added Value"), such figure being an estimate only and will be finally determined and Abatement will be based on the actual added value as determined in Article VIII for the completed project.

Upon completion of the Project if the Added Value, as determined by the Hunt County Appraisal District, shall at any time during the term of this Agreement be less than Estimated Added Value to the extent that the percentage of Abatement shall be less than that allowed under the guidelines adopted by the Governmental Unit, the amount of Abatement shall be immediately adjusted or extinguished if the project is no longer eligible for abatement and any taxes previously abated shall be subject to recapture as provided in Part VIII herein.

VII. CONTEMPLATED IMPROVEMENTS

Owner represents that it will construct a facility at the cost, for the purpose, and in the manner as set forth in the Project Description attached as Exhibit "B". During the Construction and Start Up Phase, the Owner may make such change orders to the project as are reasonably necessary, provided that no such change order may be made which will change the qualification of the project as a "Facility" under the Guidelines for Granting Tax Abatement approved by the Governmental Unit. All improvements shall be completed in accordance with all applicable laws, ordinances, rules or regulations. During the term of this Agreement, use of the Property shall be limited to operation of the Facility described in the Project Description consistent with the general purpose of encouraging development or redevelopment of the zone during the period of this Agreement.

Owner represents and warrants that this project will: (i) add a Building on the Property which shall be a new masonry building of no less than 20,000 square feet that meets building covenants previously established for the Greenville Technology AirPark by the GEDC, (ii) guarantee an employment level of at least 75 Full-Time Employees at the Building for the first four (4) years; (iii) guarantee employment level of a minimum average of 85 Full-Time Employees at the Building or any expansion thereof for the fifth, sixth and seventh years of this Abatement; (iv) attain and maintain a gross annual payroll level of \$2,500,000.00 for personnel employed at the Building, and (v) maintain a minimum gross annual payroll for personnel employed at the Building or any expansion thereof as follows: Second and Third Years--\$2,750,000.00, Fourth and Fifth Years-\$3,025,000.00 and Sixth and Seventh Years--\$3,327,500.00; (vi) the project is not expected to solely or primarily have the effect of transferring employment from part of Hunt County to another; vii) increase value of property as of the date the eligible property is installed and improvements are completed, which time shall not be later than January 1, 2006, in the amount of \$2,750,000.00; and viii) be necessary to create capacity which cannot be provided efficiently utilizing existing improved property.

VIII. EVENTS OF DEFAULT AND RECAPTURES

A. 1) Discontinued Operation During the Term of Agreement. In the event that the facility improvement is completed and begins operation but subsequently, during the first five years of the Agreement, discontinues operation for any reason except fire, explosion or other casualty, accident or natural disaster for a period of one year during the term of the Agreement, the Agreement may be terminated by the Governmental Unit and all taxes previously abated by virtue of the Agreement and all incentives furnished pursuant to the Agreement will be recaptured and repaid to the appropriate Governmental Unit or Community Entities within 60 days of the termination. Penalty and interest shall not begin to accrue upon such sums until the first day of the month following such sixty day notice, at which time penalty and interest shall accrue on abated taxes in accordance with the laws of the State of Texas.

Such recapture shall be paid within 60 days of the termination. Penalty and interest shall not begin to accrue upon such sum until the first day of the month following such sixty day notice, at which time penalty and interest shall accrue in accord with the laws of the State of Texas.

2) Reduced Operation during the Term of the Agreement. In the event that the facility is completed and begins operation but subsequently during the Agreement fails to maintain the minimum number of new permanent full-time equivalent employee positions and/or the level of gross annual payroll required by the Agreement for any reason except fire, explosion, or other casualty, accident, or natural disaster for a period of one year during the term of the Agreement the Agreement may be modified by the Governmental Unit and all taxes previously abated by virtue of the Agreement

and all incentives provided by the Community Entities will be recaptured on a pro rata basis equivalent to the ratio by which Owner failed to maintain the minimum number of full-time equivalent employee positions and/or the level of gross annual amount of payroll for the affected year. Such recapture shall be paid within 60 days of the modification. Penalty and interest shall not begin to accrue upon such sum until the first day of the month following such sixty day notice, at which time penalty and interest shall accrue in accord with the laws of the State of Texas.

- Removal of Eligible Property. In the event that fixed machinery or equipment is installed and becomes eligible property, but is subsequently removed from the facility or becomes ineligible property during the abatement period, and is not replaced with fixed machinery or equipment of like value within a reasonable time, then all taxes previously abated by virtue of the agreement for said machinery or equipment will be recaptured and paid within sixty (60) days from the date the machinery or equipment is removed from the facility or becomes ineligible property.
- 4) <u>Delinquent Taxes.</u> In the event that the company or individual (1) allows its ad valorem taxes owed the Governmental Unit or any affected jurisdiction to become delinquent and fails to timely and properly file the legal procedures for their protest and/or contest, or (2) violates any of the terms and conditions of the abatement agreement and fails to cure during the Cure Period, the agreement then may be terminated and all taxes previously abated by virtue of the agreement will be recaptured and paid within sixty (60) days of the termination.
- B. Notice of Default. Should the Governmental Unit determine that the Owner is in default according to the terms and conditions of this Agreement, it shall notify the Owner that if such default is not cured within sixty (60) days from the date of such notice ("Cure Period"), then this Agreement may be terminated. In the event the Owner fails to cure said default during the Cure Period, the Agreement may be terminated and the taxes abated by virtue of the Agreement will be recaptured and paid as provided herein.
- C. <u>Continuation of Tax Lien</u>. The amount of tax abated each year under the terms of this agreement shall be secured by a first and prior tax lien which shall continue in existence from year to year until such time as this Agreement between the Governmental Unit and Owner is fully performed by Owner, or until all taxes, whether assessed or recaptured, are paid in full.

If the Governmental Unit terminates this Agreement pursuant to this paragraph VIII, it shall provide Owner written notice of such termination. If Owner believes that such termination was improper, Owner may file suit in the Hunt County district courts appealing such termination within sixty (60) days after the written notice of the termination by the Governmental Unit. If an appeal suit is filed, Owner shall remit to the Governmental Unit, within such sixty (60) days after the notice of termination, any additional and/or recaptured taxes as may be payable during the pendency of the litigation pursuant to the payment provisions of Section 42.08, Texas Tax Code. If the final determination of the appeal

increases Owner's tax liability above the amount of tax paid, Owner shall remit the additional tax to the Governmental Unit pursuant to Section 42.42, Texas Tax Code. If the final determination of the appeal decreases Owner's tax liability, the Governmental Unit shall refund the Owner the difference between the amount of tax paid and the amount of tax for which owner is liable pursuant to Section 42.43, Texas Tax Code.

IX. ADMINISTRATION

The Owner shall allow employees and/or representative(s) of the Governmental Unit to have access to the Property during the term of this Agreement to inspect the facility to determine compliance with the terms and conditions of this Agreement. All inspections will be made only after the giving of twenty-four (24) hours prior notice and will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the Facility. All inspections will be made with one or more representatives of the Owner and in accordance with Owner's safety standards.

Upon completion of Construction and Start Up Phase for the added value, the affected jurisdiction shall annually evaluate each facility and report possible violations of the contract and agreement to the governing body and its attorney.

The Chief Appraiser of the Hunt County Appraisal District shall annually determine (i) the taxable value of the real and personal property comprising the Property taking into consideration the Abatement provided by this Agreement, and (ii) the full taxable value without Abatement of the real and personal property comprising the Property. The Chief Appraiser shall record both the abated taxable value and the full taxable value in the appraisal records. The full taxable value figure listed in the appraisal records shall be used to compute the amount of abated taxes that are required to be recaptured and paid in the event this Agreement is terminated in a manner that results in recapture. Each year the Owner shall furnish the Chief Appraiser with such information outlined in Chapter 22, Texas Tax Code, as amended, as may be necessary for the administration of the Agreement specified herein.

X. NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, with the United States Postal Service, addressed to the Governmental Unit or Owner at the following addresses. If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the Owner:

Ransom Properties, L.L.C.

2824 Terrell Road, Suite 602

P.O. Box 8489

Greenville, Texas 75404

OmniSYS, Inc.

2824 Terrell Road, Suite 602

P.O. Box 8489

Greenville, Texas 75404

To the Governmental Unit:

Hunt County 2507 Lee Street

Greenville, Texas 75401 Attention: County Judge

Either party may designate a different address by giving the other party ten (10) days written notice.

This agreement has been executed by the parties in multiple originals or counterparts, each having full force and effect.

ATTEST:

Linda Brooks

GOVERNMENTAL

Toy Bobbitt €ounty Judge

APPROVED AS TO FORM

Joel D. Littlefield County Attorney

OWNER:

Ransom Properties, L.L.C.

OmniSYS, Inc.

Jerry J. Ransom, Ph.D. Managing Partner

erry J. Ransom, Ph.D. President

EXHIBIT 'A'

LEGAL DESCRIPTION PROPOSED BUILDING at Greenville Airpark IN GREENVILLE, TEXAS HUNT COUNTY, TEXAS

EXHIBIT "B"

RANSOM PROPERTIES, L.L.C. and OMNISYS, INC.

CONSTRUCTION AND START UP FOR GREENVILLE, TEXAS FACILITY

PROJECT DESCRIPTION

Proposed Facility and Operation

Ransom Properties, L.L.C. is a privately held company that owns the property, which is described in Exhibit "A," and leases this property to OmniSYS, Inc. OmniSYS, Inc. is a privately held corporation that specializes in healthcare industry systems and software. Ransom Properties, L.L.C. is constructing a 20,000 square foot facility that it has agreed to lease to OmniSYS, Inc. OmniSYS, Inc. will utilize the new facility for its operations. OmniSYS, Inc. plans to install new and relocated fixed equipment at the facility. The total projected cost of the construction is \$2,750,000.00.

OmniSYS, Inc. will create ten (10) additional new permanent, full-time equivalent jobs at the Greenville facility during the first year of operation. The average starting wage will be \$40,000.00 per year.



PETITION TO FOR THE COUNTY TO ABANDON COUNTY ROAD 2556

We James Morris, Michael Heine, and Bobby J. Adams the sole owners of property along C.R. 2556 in Precinct two Hunt County would like the County to close or abandon this road. This is a dirt road that is only about a 1,000 feet long that ends at a gate with no turn around.

James 17 Jania	10-18-2005
James Morris	Date
Wishall Shine	10/35/05
Michael L. Heine	Date
Bobles () (de decenso)	10-25-05
Bobby J. Adams	Date



TA-COLUMN ABARDONS

TA-COLUMN ABARDONS

TA-COLUMN ABARDONS

TA-COLUMN ABARDONS

POST-RETIREMENT EMPLOYMENT

I. POLICY

Hunt County requires all of its employees to participate in the Texas County & District Retirement System. This policy applies to retirees who seek re-employment with Hunt County.

II. PROCEDURE

- A. Hunt County can rehire retirees after a bona fide separation of employment without a suspension in their monthly annuity.
- B. A bona fed separation means that there was no prior agreement or understanding between the employer and employee that the person would be rehired after retirement.
- C. A retiree who resumes employment with Hunt County must have had a break in service of at least one full calendar month (TCDRS requirement) and must have a bona fide separation. Any Hunt County department or office considering hiring a retiree should first consult with Human Resource Department.
- D. A retiree who resumes employment with Hunt County and does not have a break in service of at least one full calendar month, or who resumes.

 employment with Hunt County in essentially the same job as was previously held, is considered not to have retired from the system. Thus, the employee's service retirement annuity will be discontinued and the person must return any payments received.
- E. Any retiree who is rehired consistent with this policy will establish a new membership with TCDRS and will be considered to be a new member for the purposes of beneficiary determination and benefit selections.





MARILYN L. GREEN

Human Resource/Risk Management Director P.O. BOX 1377 GREENVILLE, TEXAS 75403-1377 # 9648

HUNT COUNTY

at_II-00._o'clock A...m

County Class Hunt County, Tex.

TELEPHONE (903) 408-4148

FAX (903) 408-4291

www.huntcounty.net

November 14, 2005

To:

Judge Bobbitt, Commissioners Thornton, Green, Martin, & Latham

From:

Marilyn Green, Human Resource Director

RE:

TECLOSE temporary employment

Subject:

Drug Testing

Any employee leaving employment with the County and later returning to employment with the County must submit to another drug test as a condition of re-employment, if it has been longer that 6 (six) months, except in the case of "temporary employment of commissioned law enforcement officers". They will be required to go through the Human Resource office when hired, fill out necessary paper work and give a copy of their TECLOSE card which will then be on file.

This is just a draft. If there are any questions concerning this policy before I put it on the next court agenda (11-28-2005), please let me know.