

# 14,112

**Boys & Girls Club of Northeast Texas  
Quarterly Activity Report: May 10, 2016**

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

MAY 10 2016

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

*Vision Statement:* Inspiring and enabling every child who walks through our doors to be a successful student and adult.

*Mission Statement:* In a safe environment, inspire all young people, especially those who need us most, to reach their full potential as productive, caring, responsible citizens.

	<u>Total Membership</u>	<u>Average Daily Attendance</u>
Ace Sites (GISD):	303	135
Commerce:	256	89
Kava Kids:	61	25
Reecy Davis:	369	104
Total:	989	353

Community Partners

- **Hunt County:** Take a Stand Curriculum, 4-H, Hunt County Youth Board
- **City of Greenville:** Reecy Davis Facility, Parks & Recreations Programs
- **Darkness to Light:** Host site for trainings, trainer on staff
- **Children's Advocacy Center:** Love & Logic Parenting Classes
- **Sr. Center Resources and Pubic Transit:** Transportation
- **Greenville ISD:** Partner ACE Sites, transportation, information sharing and communication
- **Commerces ISD:** Facility use, transportation, Advisory Council, Board Membership, volunteers, information sharing and communication
- **Kavanaugh Methodist Church:** Facility, Advisory Council, volunteers
- **W. Walworth Harrison Public Library:** community service, collaboration on programming and services to youth
- **Greenville Police Department:** collaboration on programming and services to youth, participation in Fun Fridays during the summer
- **Commerce Police Department:** collaboration on programming and services to youth, CHAOS summer program, passport to manhood program (CJD grant)

Club News You Can Use!

- National Fitness Competition was a success - 50 participants from 3 different clubs
- Summer program goal - 600 kids across all clubs, implement Summer Brain Gain
- Big Help service projects - Reecy kits for Salvation Army, Commerce & Kava clean up
- United Way video project

State of Texas  
County of Hunt

# 14,113

FIREWORKS ORDINANCE

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

MAY 10 2016

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

WHEREAS, the Commissioner's Court of Hunt County is authorized under Occupation Code Section 2154.202(h)(1), to issue an order allowing retail fireworks permit holders to sell fireworks to the public in celebration of Memorial Day.

WHEREAS, on the 10<sup>th</sup> day of May, 2016 the Commissioner's Court of Hunt County has determined that conditions are favorable to issue such an Order.

NOW, THEREFORE, the Commissioner's Court of Hunt County, adopts this Order authorizing the sale of fireworks to the public by retail fireworks permit holders during the Memorial Day period beginning May 23, 2016 and ending May 30, 2016 subject to the following restrictions:

- a. This order expires on the date the Texas Fire Service determines drought conditions exist in the county at any time prior May 23, 2016 and the County has issued a Burn Ban Ordinance.

Approved this the 10<sup>th</sup> day of May, 2016 by the Hunt County Commissioner's Court.

*[Handwritten Signature]*  
John L. Horn, County Judge

Attest: *Jennifer Lindenzweig*  
County Clerk



**HUNT COUNTY BID RENEWAL AWARD**  
**Tire Disposal**  
**Effective June 1, 2016 through May 31, 2017**

VENDOR	VENDOR	VENDOR	VENDOR
Trailer Size	360 Tire Group, LLC		
48 Foot Trailer	N/A		
53 Foot Trailer		\$975.00	
360 Tire Group, LLC - Caddo Mills, TX - Office Ph: (903)527-5289, Cell Ph: (972)754-7108, Fax: (903)527-5271 - Contact: Scott Schranck			

# 14,114(1)  
 FILED FOR RECORD  
 at 12:00 o'clock P M

MAY 10 2016

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



Fleetcor Inc.  
 PO Box 105080  
 Atlanta, GA 76101-1260  
 Phone: (800) 877-0800 • Fax: (770) 453-3019  
 customerservice@fleetcor.com

# 14,114(2)

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

MAY 10 2016

JENNIFER LINDENZWEIG  
 By County Clerk, Hunt County, TX

# ACCOUNT PRICE AGREEMENT – Hunt County

## Pricing Agreement

This Account Agreement ("Agreement") is subject to all appropriate laws, rules, and regulations of both the United States and is subject to the following pricing conditions. FleetCor reserves the right to change the terms and conditions at anytime with prior notice being given to Customer, and Customer having the right to terminate this agreement without penalty within 30 days of such notice.

1. All payments are due in accordance with FleetCor's Terms and Conditions.
2. Monthly billing for all purchases made during the FleetCor month – due 14 days after invoice.

Fuel pricing will be calculated on a "cost plus" formula. "Cost Plus" is defined as the OPIS rack and brand information assigned to the network location, plus all state<sup>1</sup> taxes, plus freight, plus FleetCor standard administration charges that are currently \$.13 per gallon for regular unleaded gasoline and \$.13 for diesel. This administration charge provides weekly settlement to merchants, all transaction costs, standard data retrieval and report generation delivered electronically and supplies necessary for account maintenance. FleetCor reserves the right to increase or decrease such administrative charges from time to time depending on market factors, interest rates, inflation, etc.\*

Customer understands that FleetCor is a service company providing customers with electronic purchase and credit authorization, transaction processing, and management reporting services. Customer will be entitled to all the privileges of a FleetCor customer and may purchase fuel and any other goods or services, as authorized by FleetCor, at participating FleetCor locations throughout the United States.

Customer agrees that if Customer defaults in the timely payment of any invoiced amounts, past due amounts will bear interest/late fees in accordance with FleetCor's Terms and Conditions. Any disputed charges must be identified by Customer within 45-days of original invoice date. After 45-days, all charges are considered valid.

If Customer asks for a copy of any historic information pertaining to its account, Customer agrees to pay FleetCor's then-current retrieval/research fee that is computed on a per-hour basis with a two hour minimum for any report/data retrieval services.

To ensure effective communication among your Fleet Manager, your Accounts Payable Representative, and FleetCor, provide the requested contact information. Up-to-date information about your account will be communicated through these channels. If your account becomes past due or exceeds the assigned credit limit, the listed individual may be notified electronically to avoid a disruption in service. Upon approval of your FleetCor account, a test notice will be sent to each of the contacts. Please contact FleetCor customer service if any of this information changes, such as a new Accounts Payable or Fleet Manager contacts.

Customer agrees to the terms and provisions of this Agreement as set forth herein. Customer further agrees that, upon receipt of FleetCor access cards and driver identification numbers (DINs), Customer will verify that the Customer's census of persons designated to acquire fuel on the Customer's account is correct and complete. Moreover, Customer agrees to designate one or more persons that are authorized to make changes and will notify FleetCor in writing of the name(s) of such authorized person(s) and of any and all authorized changes in vehicles or personnel approved to acquire fuel for use by Customer's fleet. Customer also agrees to keep current its information on the designated and authorized personnel who may interact with FleetCor regarding Customer's account.

Effective date **May 23, 2015**, through **May 22, 2016**.

Agreed to and accepted this 10 day of MAY, 2016 .

Hunt County, Texas

Signature: [Signature]

Printed Name: John L. Horn

Title: County Judge

Date: MAY 10, 2016

FleetCor  
 Signature: [Signature]

Date: 5/3/2016

Title: VP. APP Support + Product

<sup>1</sup> Applicable state fees/taxes (Federal Tax Exempt)

2/0

# 14,14(3)

# DODGE CITY

# QUOTE

**GRAB LIFE!!**



DATE: 4/22/2016

INVOICE #

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

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

Bill To:  
**HUNT COUNTY**

Ship To:

**MAY 10 2016**

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	
1	2016 DODGE GRAND CARAVAN SE		\$21,327.18	\$21,327.18	
1	MAXIMUM STEEL		\$0.00	\$0.00	
				SUBTOTAL	\$ 21,327.18
				TAX RATE	0.00%
				SALES TAX	-
				SHIPPING & HANDLING	62.50
				<b>TOTAL</b>	<b>\$ 21,389.68</b>

# 14,114(4)

## PURCHASING COOPERATIVE INTERLOCAL AGREEMENT

BETWEEN UPSHUR COUNTY, TEXAS AND HUNT COUNTY, TEXAS

This agreement is made this 29 day of APRIL, 2016 between Upshur County, Texas and Hunt County, Texas.

Pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791 Texas Government Code providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

WHEREAS, the contract is made under the authority of Sections 791.001-791.035 of the Texas Government Code; and,

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

WHEREAS, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, the governing bodies find that the performance of this contract is in the common and best interest of both parties; and that the division of cost fairly compensates the performing party for the services under this contract.

### I.

Hunt County hereby makes, constitutes and appoints Upshur County its true and lawful purchasing agent for the purchase of Pug Milling with Material Resources, Inc. contract. Upshur County will forward a copy of requested Annual Contract for the requesting entity use. Hunt County agrees that Upshur County shall serve as the purchasing agent for selected items, and agrees that the bidding shall be conducted by Upshur County according to its usual bidding procedures and in accordance with applicable State statutes.

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

MAY 10 2016

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX

By 

**II.**

Hunt County agrees that all specifications for selected items shall be determined by Upshur County.

**III.**

Hunt County agrees to pay the supplier for all goods, equipment and products pursuant to this agreement. The successful bidder or bidders shall bill the Hunt County directly for all items purchased, and Hunt County shall be responsible for vendor's compliance with all conditions of delivery and quality of the purchased items.

**IV.**

Hunt County shall protect, defend, indemnify, and hold harmless Upshur County and its representatives, officers, directors, agents, employees, county commissioners, and county judges, etc., from and against any and all claims, demands and causes of action that arise out of or are related to this agreement.

**V.**

Cheryl Lowry, Purchasing Agent is hereby designated as the official representative to act for Hunt County in all matters relating to this agreement.

**VI.**


This agreement shall take effect upon execution by both signatories.

**VII.**

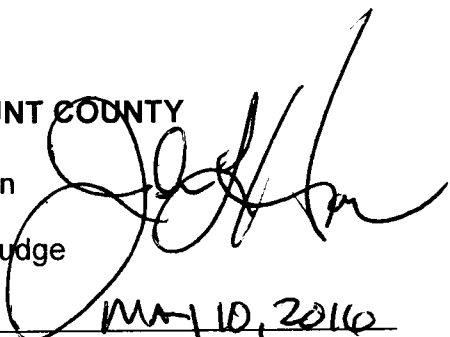
This agreement shall be in effect from the date of execution until terminated, by either party to the agreement, upon written thirty (30) days notice, prior to cancellation, from one party to the other.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers the day and year first above written.

**UPSHUR COUNTY**

BY: Dean Fowler   
TITLE: County Judge  
DATE: APRIL 29, 2016

**HUNT COUNTY**

BY: John L. Horn   
TITLE: County Judge  
DATE: MAY 10, 2016



**HUNT COUNTY  
BID AWARD**

**FORMAL BID NO. 142-16, ALL HAULING**  
Effective 5/13/16 through 5/12/17

# 14,110

VENDOR	PRECINCT One	PRECINCT Two	PRECINCT Three	PRECINCT Four
Swinson Excavation	Cost per Ton per Mile \$0.2000	\$0.2000	\$0.2000	\$0.2000
<b>Minimum charge per ton</b>	No Charge			
	0-10 miles \$0.27, 11-21 miles \$0.25, 22-32 miles \$0.24, 33-43 miles \$0.22, 44-54 miles \$0.20, 55-65 miles \$0.19, 66-76 miles \$0.18, 77-87 miles \$0.17, 88-98 miles \$0.16, 99+ \$0.16	0-10 miles \$0.27, 11-21 miles \$0.25, 22-32 miles \$0.24, 33-43 miles \$0.22, 44-54 miles \$0.20, 55-65 miles \$0.19, 66-76 miles \$0.18, 77-87 miles \$0.17, 88-98 miles \$0.16, 99+ \$0.16	0-10 miles \$0.27, 11-21 miles \$0.25, 22-32 miles \$0.24, 33-43 miles \$0.22, 44-54 miles \$0.20, 55-65 miles \$0.19, 66-76 miles \$0.18, 77-87 miles \$0.17, 88-98 miles \$0.16, 99+ \$0.16	0-10 miles \$0.27, 11-21 miles \$0.25, 22-32 miles \$0.24, 33-43 miles \$0.22, 44-54 miles \$0.20, 55-65 miles \$0.19, 66-76 miles \$0.18, 77-87 miles \$0.17, 88-98 miles \$0.16, 99+ \$0.16
Cactus Express, LP	Cost per Ton per Mile	\$5.00		
<b>Minimum charge per ton</b>	\$5.00			
Cactus Express, LP - Prices good to Diesel \$2.50 gallon - add 6% for each \$ .01-10 above \$2.50. Reviewed first Monday of each month based on D.O.E. Gulf Coast Avg.				
<b>The Purchasing Department recommends award of the bid to Swinson Excavation</b> <b>The lowest and best bidder</b>				

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

MAY 10 2016

By  JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX

# County of Hunt

STATE OF TEXAS

# 14,115



PURCHASING DEPARTMENT  
2507 Lee Street, Room 104  
Greenville, Texas 75401



PHONE: (903) 408-4148  
FAX: (903) 408-4242  
clowry@huntcounty.net

FILED FOR RECORD  
at 8:40 o'clock a M

MAY 11 2016

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

## Invitation To Bid

### Formal Bid # 142-16, All Hauling - Twelve (12) Month Contract

Sealed bids in single copy unless otherwise stated, subject to Terms and Conditions of this Invitation to Bid and other contract provisions, will be received at the office of the Hunt County Purchasing Agent, 2507 Lee Street, Room 104, Greenville, Texas, 75403 until **10:00 A.M. Central Time, May 3, 2016.**

The Hunt County Purchasing Department is willing to assist any bidder(s) in the interpretation of bid provisions or explanation of how bid forms are to be completed. Assistance can be received by visiting the Purchasing Office at 2507 Lee Street, Room 104, Greenville, TX 75401 or by calling (903) 408-4148.

### READ CAREFULLY

Please quote prices on the articles on the attached bid sheet. The right is reserved to accept or reject all or any part of your offer, and to accept the offer the Commissioners' Court considers the lowest responsible bid. Bids are to be returned sealed in an envelope clearly indicating that a bid is enclosed and reflecting the bid number.

By submitting this bid, the undersigned hereby certifies that said bid has been independently arrived at and that price, terms, or conditions appearing or applicable hereto, have not and will not be disclosed by or on behalf of the bidder to another bidder or competitor.

The undersigned by his/her signature represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation to Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein. You must sign below in INK; failure to sign and return WILL disqualify the offer. All prices must be typewritten or written in ink.

Company Name: SWINSON EXCAVATION

Address: 6758 CR 4704

Contact Name: JOE SWINSON

City, State, Zip: Commerce Tx 75428

Telephone Number: 903-886-6254

FAX Number: 903-886-6297

✓ By: *Joe Swinson*

By: JOE SWINSON

Authorized Representative – Signed by Hand

Authorized Representative – Typed or Printed

**(THIS BID IS VALID FOR 60 DAYS UNLESS OTHERWISE STATED)**

**PRICE/DELIVERY FORM**

**FORMAL BID # 142-16; ALL HAULING CONTRACT TWELVE (12) MONTHS**

**IS YOUR FIRM WILLING TO ALLOW OTHER GOVERNMENTAL ENTITIES TO PIGGYBACK OFF THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS:**

    ✓     **YES**                                           **NO**

The undersigned bidder has carefully examined the Invitation to Bid and the Certification included therein, the Standard Terms and Conditions and the Technical Specifications.

Further, the undersigned understands that by his signature affixed below, he/she agrees to enter into a contract with Hunt County in accordance with the requirements of the County as stated in the above-referenced contract documents, and in accordance with additional contract forms and terms of agreement from bidder's company as furnished by bidder herewith.

SWINSON EXCAVATION

Company Name

6758 CR 4704

Address

Commerce Tx 75428

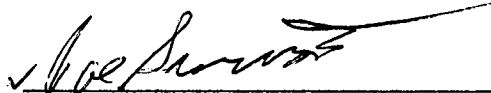
City, State, Zip

903-886-6254

Phone

903-886-6297

Fax



Authorized Signature

JOE SWINSON

Name (Printed or Typed)

OWNER

Title

4/29/16

Date

SWINSONEXCAVATION@hotmail.com

E-Mail

**PRICE/DELIVERY FORM**

**FORMAL BID # 142-16; ALL HAULING CONTRACT TWELVE (12) MONTHS**

Please only bid on those precincts that you wish to haul for

**Precinct 1** – 310 East Locust, Celeste, TX 75423 – Commissioner – Eric Evans  
Foreman - Mark Bussell – (903) 568-4522

Price per ton per mile: \$           .20          

**Precinct 2** – 2020 Gilmer St., Caddo Mills, TX 75135 – Commissioner – Tod McMahan  
Foreman – Greg McDonald (903) 527-3181

Price per ton per mile: \$           .20          

**Precinct 3** – 301 Hwy 69 N, Lone Oak, TX 75453 – Commissioner – Phillip Martin  
Foreman – Jason White (903) 662-5332

Price per ton per mile: \$           .20          

**Precinct 4** – 1005 ½ Bois D’ Arc Street, Commerce, TX 75428 – Commissioner – Jim Latham  
Foreman Phillip Staton – (903) 886-6321

Price per ton per mile: \$           .20          

Minimum charge per ton if any: \$ \_\_\_\_\_

**COMMENTS or EXCEPTIONS**

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

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

SWINSON EXCAVATION

2  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

NONE

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?


Yes

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

NONE

6  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7   
Signature of vendor doing business with the governmental entity

4/28/16  
Date

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Swinson Excavation  
Commerce, TX United States

Certificate Number:  
2016-47947

Date Filed:  
05/02/2016

Date Acknowledged:

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Hunt County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods or other property to be provided under the contract.**

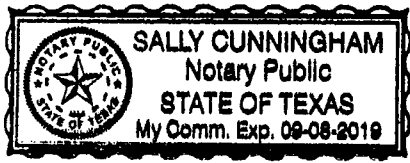
RFB#142-16  
all hauling

4	Name of interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO interested Party.

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*Joe Swinson*  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Joe Swinson, this the 2nd day of May, 2016, to certify which, witness my hand and seal of office.

*Sally Cunningham*  
\_\_\_\_\_  
Signature of officer administering oath

Sally Cunningham  
\_\_\_\_\_  
Printed name of officer administering oath

Notary  
\_\_\_\_\_  
Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Swinson Excavation  
Commerce, TX United States

Certificate Number:  
2016-47947

Date Filed:  
05/02/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hunt County

Date Acknowledged:  
05/03/2016

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods or other property to be provided under the contract.

RFB#142-16  
all hauling

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath

\_\_\_\_\_  
Printed name of officer administering oath

\_\_\_\_\_  
Title of officer administering oath

#14,116

FILED FOR RECORD  
at 12:22 o'clock P M

MAY 10 2016

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

# Johnson Controls



INGENUITY WELCOME

## METASYS UPGRADE PROPOSAL

**PREPARED BY:**  
Kayla Higginbotham  
Johnson Controls, Inc.

**SUBMITTED TO:**  
Jimmy Moore  
Hunt County

**DATE:**  
April 19, 2016



Johnson Controls, Inc.  
Building Efficiency  
3021 West Bend Drive  
Irving, TX 75063  
T: (469) 964 – 2652  
F: (972) 869 – 9421



NEW YORK, NY 10017

April 19, 2016

ATTN: Jimmy Moore, Hunt County

RE: Hunt County Buildings – Metasys Building Management System Upgrade

**Scope of Work:**

- Schedule project with Hunt County Facilities Department.
- Obtain up-to-date database backup of the system to have converted over to the new system.
- Uninstall existing NCMs and panels.
- *Install (3) new NAE panels, adding an uninterruptible power supply for each, with the latest Metasys software.*
- *Create new 3-D floor layouts and equipment graphics with the latest Graphics+ software.*
- *Provide (1) new operator workstation for access to the upgraded system.*
- *Provide (1) day of training to the facilities department on how to use and navigate the upgraded system.*
- 1 Year workmanship warranty.
- Notify Hunt County Facilities Department that work is complete.

**Exclusions**

- This proposal is for services performed during Johnson Controls/York Services normal business hours. Overtime, double time, or any additional labor not explicitly listed in the scope above is excluded.
- This proposal is valid for 90 days and standard terms and conditions will be applicable.
- Roof Penetrations
- Lift Rental
- 120VAC or greater.
- Taxes, permits and bonds.

**The total to do all the proposed is \$42,650.00.**

**Optional Add #1:** 1-year Metasys (Controls) PSA -- 32 Hours.....\$4,612.00.

**Optional Add #2:** 3-year Metasys (Controls) PSA -- 32 Hours.....\$13,015.00.



INDUSTRY WISDOM

This proposal is hereby accepted and Johnson Controls, Inc. is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, WI.

HUNT County  
Purchaser - Company Name

*[Signature]*  
Signature

Name: John L. Horn  
 Title: County Judge  
 Date: May 10, 2016

Johnson Controls, Inc:

*[Signature]*  
Signature

Name: Kayla Higginbotham  
 Title: Account Representative

FILED FOR RECORD  
at 8:35 o'clock 2 M

MAY 12 2016

JENNIFER LINDEN  
Clerk Hunt County  
 By *[Signature]*

P U R C H A S E O R D E R

HUNT COUNTY  
 PURCHASING DEPARTMENT  
 2507 LEE ST., RM. 104  
 GREENVILLE, TX 75403  
 PH: (903) 408-4292  
 FAX: (903) 408-4242

PURCHASE 16-7159  
 REQ # 6500101

DATE: 05/11/2016

ISSUED TO: VEND #: 01-2615  
 JOHNSON CONTROLS  
 P.O. BOX 93107  
 CHICAGO, IL 60673-3107

SHIP TO:  
 HUNT COUNTY MAINTENANCE  
 2507 LEE ST. 5FL, RM#502  
 GREENVILLE, TX 75401  
 JIMMY MOORE

QUANTITY	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
1	METASYS UPGRADE PRO METASYS BUILDING MANAGEMENT SYSTEM UPGRADE: UP TO DATE DATABASE BACKUP OF THE SYSTEM TO HAVE CONVERTED OVER TO THE NEW SYSTEM, UNINSTALL EXISTING NCMS AND PANELS, INSTALL (3) NEW NAE PANELS, ADDING AN UNINTERRUPTIBLE POWER SUPPLY FOR EACH WITH THE LATEST METASYS SOFTWARE, CREATE NEW 300 FLOOR LAYOUTS AND EQUIP. GRAPHICS W/LATEST GRAPHICS SOFTWARE, (1) NEW OPERATOR WORKSTATION FOR ACCESS TO UPGRADED SYSTEM, (1) DAY OF TRAINING TO THE FACILITIES DEPARTMENT ON HOW TO USE AND NAVIGATE THE UPGRADED SYSTEM. PER PROPOSAL DATED APRIL 19, 2016 APPROVED IN COMMISSIONER'S COURT ON MAY 10, 2016 FILED OF RECORD #14,116	10-614-6500-2233 OTHER CAPITAL IMPROVEMENTS	42,650.0000	42,650.00
			*** TOTAL ***	42,650.00

Requested By: JIMMY MOORE

Authorized By: Cheryl Lowry, Purchasing Agent  
 Herman Orange, Purchasing Assistant

Approved By: JIMMY MOORE

*Cheryl Lowry*  
 Signature

*JM - GORDON HALL*  
 05/11/2016


1. This Purchase is Tax Exempt; Tax ID# 75-6001017.
2. Original invoice must be sent to: Hunt County Auditor, P.O. Box 1097, Greenville, TX 75403.
3. C.O.D. Shipments will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing lists and invoices.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of this purchase order or attachments thereof. Substitutions are not permitted without approval of the Purchasing Department.
7. All goods and equipment must meet or exceed all county, state and federal regulations.
8. Seller acknowledges that buyer is an equal opportunity employer.
9. All Purchases are subject to the Standard Terms and Conditions of Hunt County - Copy available upon request.

# 14,117

Hunt County Health Department, Medical Services

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

MAY 10 2016

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By 

- Increase TVFC administration fee to \$20 (present fee \$5) per client visit

Request to increase State Vaccine administration fee due to the State not increasing Immunization Grant allowance and the cost of fringe benefits continue to rise. This will increase our Program Income to allow for an increase in the Immunization Grant operating budget.

- 
- Increase Private Flu Vaccine administration fee to \$20 (present fee \$15)
  - Increase Other Private Vaccine administration fee to \$25 (present fee \$20)

Request to increase Private Flu/Other Vaccine administration fee to generate more revenue in Fund 25 to help supplement the Indirect Costs for Health Clinic.

#14,118

FILED FOR RECORD  
at 12:00 o'clock P.M.  
MAY 10 2016  
JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By: [Signature]

**NORTHEAST TEXAS  
CHILD ABDUCTION RESPONSE TEAM (CART) MUTUAL AID TASK FORCE  
AGREEMENT AND AMENDMENT 1**

**1. Preamble:**

WHEREAS, the governmental entities which are parties to this agreement desire to form a law enforcement mutual aid task force to cooperate in the response, search, investigation and recovery of missing children and missing persons deemed at risk; and,

WHEREAS, Chapter 791, et. seq. of the Texas Government Code authorizes local government entities to enter into Interlocal Contracts and Section 362.002 of the Texas Local Government Code specifically authorizes Mutual Aid Task Force agreements such as this agreement;

NOW, THEREFORE, it is mutually agreed by the parties hereto to enter into this Agreement upon the following terms:

**2. Definitions:**

The following terms shall have the following meanings when used in this Agreement:

“Law Enforcement Officer” means any commissioned peace officer as defined under the Texas Code of Criminal Procedure.

“Member” means any local government entity including the County and all local government entities within the County’s, which are a party to this Agreement.

“Chief Law Enforcement Officer” means the Chief of Police or the Director of Public Safety of a municipality, or the Sheriff of a County.

“Requesting Member” means a member who requests law enforcement assistance from another member under this Agreement.

“Responding member” means a member to whom a request for assistance is directed by a requesting member under this Agreement.

“CART Coordinator” means a person, civilian or law enforcement, assigned with the administration, deployment notification and support operations of the Northeast Texas CART.

3. Name:

The members hereby form a mutual aid law enforcement task force to be named the Northeast Texas Child Abduction Team (hereinafter "CART").

4. Purpose:

The purpose of the CART is to provide trained Law Enforcement and vetted trained Volunteer resources as rapidly as possible to any requesting Law Enforcement Agency in the member counties for the purpose of the recovery of a missing child, teen or adult deemed in jeopardy or known to be at risk.

5. Request for Assistance:

Any request for assistance under this Agreement shall, when reasonably possible, include a description of the missing person, last place seen, total hours missing, efforts expended prior to the request, recent photograph, lead agency Incident Commander (name, cellular phone number), needed equipment, and other details to aid in the identification, investigation, search and recovery of the missing person and shall specify the location to which the equipment and personnel are to be dispatched. However, the amount and type of equipment and number of personnel actually furnished by a responding member shall be determined by the responding member's ability to provide such requested equipment and approved by the chief law enforcement officer or his designee.

6. Response to Request for Assistance:

Responding members will assign law enforcement officers to perform law enforcement duties outside the responding member's territorial limits, but within the territorial limits of a requesting member, subject to the responding member's determination of availability of personnel and discretion when:

A. Such assignment is requested by the chief law enforcement officer or his designee, of a requesting member, and

B. The chief law enforcement officer, or his designee, of the responding member has determined, in his sole discretion that the assignment is necessary to fulfill the purposes of this agreement in providing investigative and other necessary services within the territorial limits of the requesting member.

7. Operational control:

All personnel of the responding member shall report to the requesting member's officer in tactical control at the location to which said law enforcement personnel have been dispatched and shall be under the operational command of the requesting member's chief law enforcement officer or his designee.

8. Release:

Law Enforcement Officers of the responding member will be released by the requesting member when their services are no longer necessary.

9. Withdrawal from Response:

The chief law enforcement officer, or his designee, of the responding member, in his sole discretion, may without having a negative effect on the current activities, at any time withdraw the personnel and equipment of the responding member or discontinue participation in any activity initiated pursuant to this Agreement.

10. Qualifications of Office and Oath:

While any law enforcement officer regularly employed by a responding member is in the service of the requesting member under this Agreement, said law enforcement officer shall be deemed to be a peace officer of the requesting member and be under the command of the requesting member's chief law enforcement officer with all powers of a law enforcement officer of the requesting member as if said law enforcement officer were within the territorial limits of the governmental entity where said officer is regularly employed. The qualifications of office of said law enforcement officers where regularly employed shall constitute his or her qualifications for office within the territorial limits of the requesting member and no additional oath, bond or compensation shall be required.

11. Right to Reimbursement:

Each party to this agreement, when providing services of personnel as a responding party, expressly waives the right to receive reimbursement for services performed or equipment utilized under this Agreement even though a request for such reimbursement may be made pursuant to Chapter 362 of the Texas Local Government Code.

12. Officer Benefits:

Any law enforcement officer or other police personnel assigned to the assistance of another member pursuant to this Agreement shall receive the same wage, salary, pension, and all other compensation in all other rights of employment in providing such service, including injury, death benefits and worker compensation benefits and well as any available insurance, indemnity or litigation defense benefits. Said benefits shall be the same as though the law enforcement officer or personnel in question had been rendering service within the territorial limits of the member where he or she is regularly employed. All wage and disability payments, including worker compensation benefits, pension payments, damage to equipment, medical expenses, travel, food and lodging shall be paid by the member which regularly employs the officer providing service pursuant to this Agreement in the same manner as though such service had been rendered within the limits of the member where such person or law enforcement officer is regularly employed. Each responding member shall remain responsible for the payment of salary and benefits as well as for legal defense of the responding member's officers or personnel when acting pursuant to this agreement.

13. Liability:

In the event that any person performing law enforcement services pursuant to this Agreement shall be named or cited as a party to any civil claim or lawsuit arising from the performance of their services, said person shall be entitled to the same benefits from their regular employer as they would be entitled to receive if such similar action or claim had arisen out of the performance of their duties as a member of the department where they are regularly employed and within the jurisdiction of the member by whom they are regularly employed. The Members hereby agree and covenant that each Member shall remain solely responsible for the legal defense and any legal liability due to the actions of an officer or other personnel regularly employed by said member. Nothing herein shall be construed to expand or enlarge the legal liability of a Member for any alleged acts or omissions of any employee beyond that which might exist in the absence of this Agreement. Nothing herein shall be construed as a waiver of any legal defense of any nature whatsoever to any claim against a Member or against an officer or employee of a Member.



14. Waiver of Claims:

Each party of this Agreement to its members respectively waives all claims against each and every other party or member for compensation from any loss, damage, personal injury or death occurring as a consequence of the performance of this Agreement even though such alleged damage may have or is alleged to have occurred as a result of alleged negligent or other tortious conduct of any party to this Agreement.

15. Immunity Not Waived:

The parties hereto expressly do not waive any immunity or other defenses to any civil claims with the execution of this agreement. It is understood and agreed that, by executing this Agreement, no party or member hereto waives, nor shall be deemed hereby to waive, any immunity or defense which otherwise is available in claims arising which are signs of or connection with, any activity conducted pursuant to this Agreement.

16. Venue:

Each party to this Agreement agrees that if legal action is brought under this Agreement, the venue shall lie in the county in which the defendant member is located, and if located in more than one county, then it shall lie in the county in which the principal offices of said defendant member are located. The Parties hereby stipulate and agree that this Agreement is to be construed and applied under Texas law.

17. Arrest Authority Outside Primary Jurisdiction:

It is expressly agreed and understood that a law enforcement officer employed by a responding party who performs activities pursuant to this Agreement may make arrests outside the jurisdiction in which said officer is regularly employed, but within the area covered by this Agreement; provided, however, that the law enforcement agency of the requesting jurisdiction and/or the jurisdiction in which the arrest is made shall be notified of such arrest without unreasonable delay. The police officers employed by the parties to this Agreement shall have such investigative or other law enforcement authority in the jurisdictional area encompassed by the members, collectively, to this Agreement as is reasonable and proper to accomplish the purposes for which a request for mutual aid assistance is made pursuant to this Agreement.

18. Clauses Severable:

The provisions of this Agreement are to be deemed severable such that should any one or more of the provisions or terms contained in this Agreement be, for any reason, held to be invalid, illegal, void, or unenforceable; such holding shall not affect the validity of any other provision or term herein and the agreement shall be construed as if such invalid, unenforceable, illegal or void provision or term did not exist.

19. Termination:

Any Party to this Agreement may terminate its participation or rights and obligations as a Party by providing thirty (30) days written notice via electronic means to the CART Coordinator or his designee. Should one Party terminate its participation in, or withdraw from, this Agreement, such termination or withdrawal shall have no effect upon the rights and obligations of the remaining Parties under this Agreement.

20. Effective Date:

This Agreement becomes effective immediately upon the execution by the Parties hereto and continues to remain in effective until terminated pursuant to Section 19 above.

21. Modification:

This Agreement may be amended or modified by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement. This instrument contains the complete agreement of the parties hereto and any oral modifications, or written amendments not incorporated to the Agreement, shall be of no force or effect to alter any term or condition herein.

22. Execution of Agreement:

This Agreement shall be executed by the duly authorized official of the respective Parties pursuant to approving resolutions of the governing body of the respective units of local government. Copies of said approving resolutions shall be attached hereto and made a part hereof. This agreement may be executed in multiple original copies by the respective Parties.

23. Compliance with Law:

The Parties shall observe and comply with all applicable Federal, State and Local laws, rules, ordinances and regulations that affect the provision of services provided herein.

24. Interjurisdictional Pursuit Agreement:

The Parties hereto expressly understand and agree that this agreement does not in any way modify or restrict the procedures or guidelines which are followed by any law enforcement agency or Member pursuant to the Inter-Jurisdictional Pursuit Policy Agreement to which some Members or their law enforcement agencies, may be parties. To the extent any provision of, or action taken pursuant to, the Inter-Jurisdictional Pursuit Policy Agreement may be construed to conflict with the terms and conditions of this Agreement, the terms of the Inter-Jurisdictional Pursuit Policy Agreement shall control as to those particular actions.

25. Coordinating Agency.

The Parties hereby agree that the Royse City Police Department shall serve as the Coordinating Agency of the Agreement. The Chief Law Enforcement Officer, or his designee, of said Coordinating Agency shall maintain on file executed originals of this Agreement, related resolutions or orders of the Parties and other records pertaining to this Agreement.

---

Executed and entered into on this 10 day of MAY, 2016 by:

Member Agency: Hunt County

Authorized official: 

Printed name: Paul L. Horn

Title: HUNT COUNTY JUDGE

Date of governing body approving resolution: 5-10-2016

AMENDMENT 1  
Administrative Name Change From "Tri-County CART"  
To "Northeast Texas CART"

DATE MAY, 4 2016

Item 3, Page 2, "Name" is hereby revised from Tri-County CART to Northeast Texas CART for the purposes of increasing the scope of the CART Program and reducing the administrative limit to expand Membership including other surrounding counties desiring to participate in the CART Program.

#14, 121  
ESCROW TRUST AGREEMENT

FILED FOR RECORD  
at 12:02 o'clock P M

MAY 10 2016

THE STATE OF TEXAS  
COUNTY OF HUNT COUNTY

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By 

This contract and agreement made and entered into on this the 18th day of April 2016, by and between Hunt County Commissioner Jim Latham, Precinct 4 and Garney Construction by hereinafter called "Purchaser".

WITNESSETH:

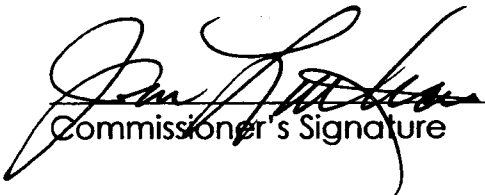
That said Purchaser has deposited into a fund labeled "County Road Improvement Fund" the amount of \$28,200.00 for the purpose of constructing a certain site improvement, to wit:

Upgrade approximately 4,700 feet on CR 4306 from dirt to rock

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

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

IN TESTIMONY WHEREOF, the parties hereto have executed this contract and agreement on this the 18th day of April 2016.

  
Commissioner's Signature

\_\_\_\_\_  
Purchaser signature

\_\_\_\_\_  
(Address of purchaser)

#14,125

FILED FOR RECORD  
at 12:00 o'clock P

MAY 10 2016

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

**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/Constable pursuant to an order of the District Court in **CAUSE NO. TAX19940 GREENVILLE INDEPENDENT SCHOOL DISTRICT VS. FIRST HOME AKA 1RST HOME**

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

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

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

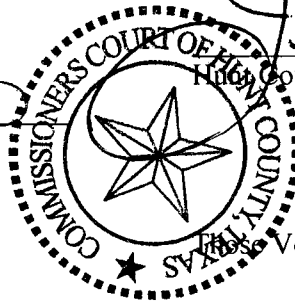
NOW therefore be it resolved by the Board of Trustees of **Hunt County Commissioners Court**, Hunt County, Texas

That the sale of the hereinabove described real property to **CYNTHIA STEPHENS** for and in consideration of the cash sum of **THREE HUNDRED DOLLARS and 00/100 (\$300.00)**, said money to be distributed pursuant to Chapter 34 of the Texas Property Tax Code.

Resolved this the 10 day of MAY, 2016

Attest:

*Jennifer Lindenzweig*  
County Clerk



*[Signature]*  
Hunt County Judge

Those Voting Aye Were:

Comm EVANS

Comm Mc-MATHON

Comm MARTIN

Comm LATAMAY

Those Voting Nay Were:

\_\_\_\_\_

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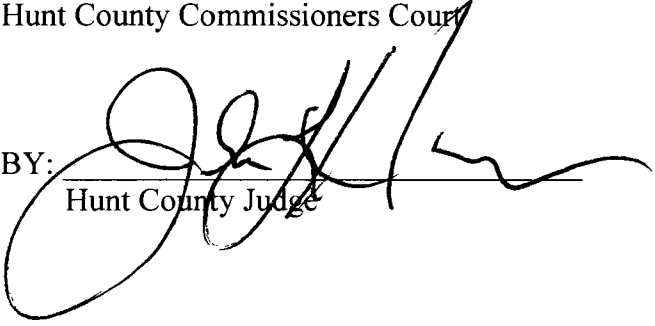
\_\_\_\_\_

\_\_\_\_\_

In testimony whereof the Hunt County Commissioners Court, Hunt County, Texas has caused these presents to be executed this the 10 day of MAY, 2016.

Hunt County Commissioners Court

BY:

  
Hunt County Judge

State of Texas

{}

County of Hunt

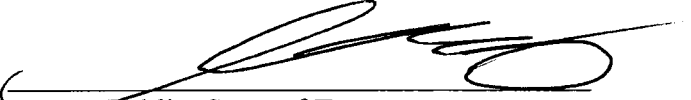
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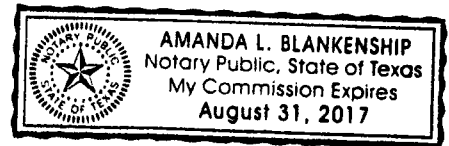
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This instrument was acknowledged before me on this the 10<sup>th</sup> day of

May, 2016 by John L. Horn,

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

  
Notary Public, State of Texas



**“EXHIBIT A”**

Property Description:

TRACT 2: BEING BLOCK 7, LOT 10, PART OF THE WRIGHT SUBDIVISION, AS DESCRIBED IN WARRANTY DEED RECORDED IN VOLUME 1475, PAGE 76, FILED DECEMBER 29, 2004 AND CONSTABLES DEED DOC# 2013-8432 FILED JULY 17, 2013 IN HUNT COUNTY TEXAS AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF CITY OF GREENVILLE AND GREENVILLE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER R90717

Situs per Hunt County Appraisal District: 2915 WALNUT ST, GREENVILLE TX 75401



# BID ANALYSIS

Cause #: TAX19940 GREENVILLE ISD VS. FIRST HOME AKA 1RST HOME

**Bid Amount: \$300.00**

Date Bid Submitted: 3/28/2016

Bidders Name: **CYNTHIA STEPHENS**

Bidders Address: 2917 Walnut St.  
Greenville TX 75401

Acct#: R90717

Judgment Date: 6/21/2012

Property Value at Judgment: \$1,740.00

Property Value today: \$2,330.00

Date of Sale: 7/2/2013

**Minimum Bid at Sale: \$609.10**

Sale Deed Filed: 7/17/2013

Redemption Expires: 1/17/2014

## PROPERTY DESCRIPTION

TRACT 2: BEING BLOCK 7, LOT 10, PART OF THE WRIGHT SUBDIVISION, AS DESCRIBED IN WARRANTY DEED RECORDED IN VOLUME 1475, PAGE 76, FILED DECEMBER 29, 2004 AND CONSTABLES DEED DOC# 2013-8432 FILED JULY 17, 2013 IN HUNT COUNTY TEXAS AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF CITY OF GREENVILLE AND GREENVILLE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER R90717

**SITUS OR LOCATION PER HUNT CAD: 2915 WALNUT ST, GREENVILLE TX**

## JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
CITY OF GREENVILLE	2007-2011	\$80.17
GREENVILLE ISD	2007-2011	\$134.42
HUNT COUNTY	2007-2011	\$55.95
HUNT MEMORIAL HD	2007-2011	\$23.56

TOTAL: \$294.10

## COSTS

Court Costs	\$38.40 (Payable to Hunt County District Clerk)
Publication Fee:	\$89.20 (Payable to Hunt County Treasurer)
Constable's Fee:	\$60.00 (Payable to the Hunt County Constable Pct. 1)
Deed Recording Fee:	\$38.50 (Payable to Hunt County Clerk)

TOTAL: \$226.10

**PROPOSED TAX DISTRIBUTION – 90717**

Bid Amount: \$300.00      Costs: \$226.10  
Net to Distribute: \$73.90

ENTITY	AMOUNT TO DISBURSE
CITY OF GREENVILLE:	(27%) \$19.95
GREENVILLE ISD:	(46%) \$33.99
HUNT COUNTY:	(19%) \$14.04
HUNT MEMORIAL HD:	(8%) \$5.92

(These amounts are contingent on verification of cost)

**TOTAL: \$73.90**

RESALE PROPERTY BID

RECEIVED  
MAR 15 2016

I hereby submit my bid for the purchase of:

BY:.....

Property Account #: 2915 Walnut St.

Bid Amount: \$ 300

PRINT NAME: Cynthia Stephens

ADDRESS: 2917 Walnut St.

CITY: Greenville STATE: Tx ZIP: 75401

TELEPHONE: (903) 513-1098

E-MAIL: Cynthia\_bagl2013@yahoo.com

Print name(s) to appear on deed if different than above:

SIGNATURE: Cynthia Stephens

DATE: 3/28/16

ALL BIDS MUST BE SIGNED BY HAND

I CERTIFY THAT I HAVE NO OUTSTANDING TAX JUDGMENTS OR TAX DELINQUENCIES IN HUNT COUNTY

PLEASE MAIL TO: PERDUE, BRANDON LAW FIRM  
HUNT RESALE  
PO BOX 2007  
TYLER TX 75710-2007

OR

DELIVER TO: PERDUE, BRANDON LAW FIRM  
305 S BROADWAY STE 200  
TYLER TX 75702

RECEIVED  
MAR 24 2016

Highly interested in the property BY 2917

Walnut St. here in Hunt County & maintain  
the property as of keeping it clear and mowed  
so I would like to purchase it & live  
at 2917 Walnut next door to property

I would like to offer \$300 dollars

I planned to keep it clear making it  
part of my existing home for my  
kids and grandkids and forced so  
they can have a play area

(903) 513-1698 (cell)

(903) 259-0014 (home)

Cynthia Stephens  
2917 Walnut St.  
Greenville Tx

3/24/16

# 14,125

FILED FOR RECORD  
at 12:02 o'clock

MAY 10 2016

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/Constable pursuant to an order of the District Court in **Cause No. TAX17662 GREENVILLE INDEPENDENT SCHOOL DISTRICT VS. AMY MCINTIER - R71756**

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

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

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

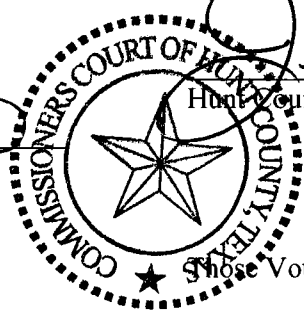
NOW therefore be it resolved by the Board of Trustees of **Hunt County Commissioners Court**, Hunt County, Texas

That the sale of the hereinabove described real property to **BERNARD F GUIETTE SR, 135 FM 1566 E, GREENVILLE TX** for and in consideration of the cash sum of **TWO HUNDRED FIFTY DOLLARS AND 00/100 (\$250.00)**, said money to be distributed pursuant to Chapter 34 of the Texas Property Tax Code.

Resolved this the 10 day of MAY, 2016.

Attest:

*Jennifer Lindenzweig*  
County Clerk



*[Signature]*  
Hunt County Judge

Those Voting Aye Were:

COM EVANS  
COM McMAHON  
COM MARTIN  
COM LATNAM

Those Voting Nay Were:

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

In testimony whereof the Hunt County Commissioners Court, Hunt County, Texas has caused these presents to be executed this the 10 day of Mar, 2016.

Hunt County Commissioners Court

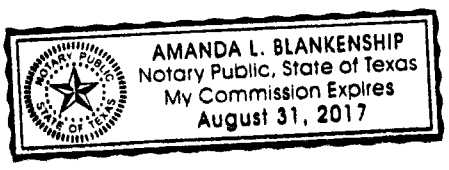
BY: [Signature]  
Hunt County Judge

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

This instrument was acknowledged before me on this the 10<sup>th</sup> day of May, 2016 by John L. Horn,

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

[Signature]  
Notary Public, State of Texas



**“EXHIBIT A”**

Property Description:

TRACT 1: BEING LOT 4, BLOCK 205, IN THE ORIGINAL TOWN OF GREENVILLE AS DESCRIBED IN WARRANTY DEED RECORDED IN VOLUME 450, PAGE 111, ON INSTRUMENT FILED JULY 8, 1997 AND SHERIFFS DEED IN VOLUME 1688 PAGE 547 FILED DECEMBER 12, 2007 IN HUNT COUNTY TEXAS AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF THE CITY OF GREENVILLE AND GREENVILLE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER R71756.

Situs per Hunt County Appraisal District: 3022 SPENCER ST, GREENVILLE TX 75401

## BID ANALYSIS

Cause #: TAX17662 GREENVILLE ISD VS. AMY MCINTIER

<b>Bid Amount: \$250.00</b>	Acct#: R71756
Date Bid Submitted: 3/30/2016	Judgment Date: 4/15/2005
Bidders Name: <b>BERNARD F GUIETTE SR</b>	Property Value at Judgment: \$9,340.00
	Property Value today: \$4,270.00
	Date of Sale: 12/4/2007
Bidders Address: 135 FM 1566 E	<b>Minimum Bid at Sale: \$6,117.38</b>
GREENVILLE TX 75402	

Sale Deed Filed:	12/12/2007
Redemption Expires:	6/12/2008

### PROPERTY DESCRIPTION

TRACT 1: BEING LOT 4, BLOCK 205, IN THE ORIGINAL TOWN OF GREENVILLE AS DESCRIBED IN WARRANTY DEED RECORDED IN VOLUME 450, PAGE 111, ON INSTRUMENT FILED JULY 8, 1997 AND SHERIFFS DEED IN VOLUME 1688 PAGE 547 FILED DECEMBER 12, 2007 IN HUNT COUNTY TEXAS AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF THE CITY OF GREENVILLE AND GREENVILLE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER R71756.

**SITUS OR LOCATION PER HUNT CAD: 3022 SPENCER ST, GREENVILLE TX**

### JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
CITY OF GREENVILLE	1997-2004	\$1,014.58
GREENVILLE ISD	1997-2004	\$2,019.87
HUNT COUNTY	1997-2004	\$742.65
HUNT MEMORIAL HD	1997-2004	\$273.60

TOTAL: \$4,050.70

### COSTS

Court Costs	\$211.75 (Payable to Hunt County District Clerk)
Deed Recording Fee:	\$ 38.25 (Payable to Hunt County Clerk)

TOTAL: \$250.00



**PROPOSED TAX DISTRIBUTION – R71756**

Bid Amount: \$250.00      Costs: \$250.00  
Net to Distribute: \$0.00

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

(These amounts are contingent on verification of cost)

**TOTAL: \$0.00**

RESALE PROPERTY BID

RECEIVED  
MAP 2016

I hereby submit my bid for the purchase of:

BY:.....

Property Account #: R 71756 Address: 3022 Spencer St.

Bid Amount: \$ 250

PRINT NAME: Bernard F. Guiette Sr

ADDRESS: 135 FM 1566 E

CITY: Greenville STATE: TX ZIP: 75401

TELEPHONE: 972 880-2395

E-MAIL: —

PURPOSE FOR PURCHASING PROPERTY:

Build a building (FRAME) Storage (personal)

Print name(s) to appear on deed if different than above:

SIGNATURE: Bernard F. Guiette Sr.

DATE: 3 30 - 16

ALL BIDS MUST BE SIGNED BY HAND

I CERTIFY THAT I HAVE NO OUTSTANDING TAX JUDGMENTS OR TAX DELINQUENCIES IN HUNT COUNTY

PLEASE MAIL TO: PERDUE, BRANDON LAW FIRM/ HUNT RESALE  
PO BOX 2007  
TYLER TX 75710-2007

OR

DELIVER TO: PERDUE, BRANDON LAW FIRM  
305 S BROADWAY STE 200  
TYLER TX 75702

FILED FOR RECORD  
at 12:02 o'clock p

MAY 10 2016

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX

# 14,125

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/Constable pursuant to an order of the District Court in **CAUSE NO. TAX19334 CITY OF GREENVILLE VS. MONIQUE HOWARD - R71757**

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

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

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

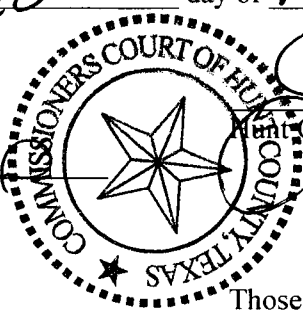
NOW therefore be it resolved by the Board of Trustees of **Hunt County Commissioners Court**, Hunt County, Texas

That the sale of the hereinabove described real property to **BERNARD F GUIETTE SR, 135 FM 1566 E, GREENVILLE TX** for and in consideration of the cash sum of **TWO HUNDRED FIFTY DOLLARS AND 00/100 (\$250.00)**, said money to be distributed pursuant to Chapter 34 of the Texas Property Tax Code.

Resolved this the 10 day of MAY, 2016.

Attest:

*Jennifer Lindenzweig*  
County Clerk



*[Signature]*  
Hunt County Judge

Those Voting *Aye* Were:

- Evans
- McMahon
- Martin
- Latham
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

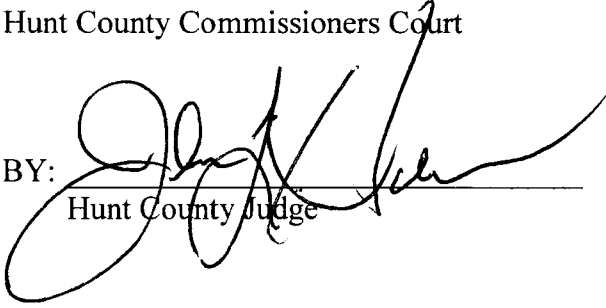
Those Voting *Nay* Were:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

In testimony whereof the Hunt County Commissioners Court, Hunt County, Texas has caused these presents to be executed this the 10 day of May, 2016.

Hunt County Commissioners Court

BY:

  
Hunt County Judge

State of Texas

}

}

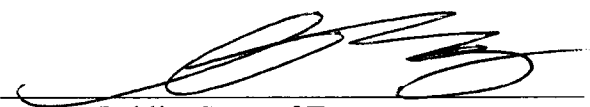
County of Hunt

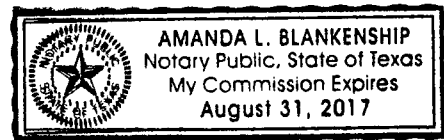
}

This instrument was acknowledged before me on this the 10<sup>th</sup> day of

May, 2016 by John L. Horn

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

  
Notary Public, State of Texas



**“EXHIBIT A”**

Property Description:

TRACT 4: BEING LOTS 5 AND 6, BLOCK 205, ORIGINAL TOWN OF GREENVILLE, COMMONLY KNOWN AS 3024 SPENCER STREET, GREENVILLE, TEXAS, AS DESCRIBED IN DEED RECORDED IN VOLUME 1291, PAGE 81, ON INSTRUMENT FILED APRIL 1, 2005 AND CONSTABLES DEED DOC# 2011-6150 FILED JUNE 15, 2011 IN HUNT COUNTY, TEXAS AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF THE CITY OF GREENVILLE AND GREENVILLE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER R71757

Situs per Hunt County Appraisal District: 3024 SPENCER ST, GREENVILLE TX 75401

## BID ANALYSIS

Cause #: TAX19334 CITY OF GREENVILLE VS. MONIQUE HOWARD

<b>Bid Amount: \$250.00</b>	Acct#: R71757
Date Bid Submitted: 3/30/2016	Judgment Date: 2/17/2011
Bidders Name: <b>BERNARD F GUIETTE SR</b>	Property Value at Judgment: \$5130.00
	Property Value today: \$5130.00
	Date of Sale: 6/7/2011
Bidders Address: 135 FM 1566 E	<b>Minimum Bid at Sale: \$1757.95</b>
GREENVILLE TX 75402	

Sale Deed Filed:	6/15/2011
Redemption Expires:	12/15/2011

### PROPERTY DESCRIPTION

TRACT 4: BEING LOTS 5 AND 6, BLOCK 205, ORIGINAL TOWN OF GREENVILLE, COMMONLY KNOWN AS 3024 SPENCER STREET, GREENVILLE, TEXAS, AS DESCRIBED IN DEED RECORDED IN VOLUME 1291, PAGE 81, ON INSTRUMENT FILED APRIL 1, 2005 AND CONSTABLES DEED DOC# 2011-6150 FILED JUNE 15, 2011 IN HUNT COUNTY, TEXAS AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF THE CITY OF GREENVILLE AND GREENVILLE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER R71757

Situs per Hunt County Appraisal District: 3024 SPENCER ST, GREENVILLE TX 75401

### JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
CITY OF GREENVILLE	2006-2010	\$331.40
GREENVILLE ISD	2006-2010	\$565.55
HUNT COUNTY	2006-2010	\$240.29
HUNT MEMORIAL HD	2006-2010	\$96.11

TOTAL: \$1,233.35

### COSTS

Court Costs:	\$203.26 (Payable to Hunt County District Clerk)
Publication Fees:	\$8.49 (Payable to Hunt County Treasurer)
Deed Recording Fee:	\$ 38.25 (Payable to Hunt County Clerk)

TOTAL: \$250.00

**PROPOSED TAX DISTRIBUTION – R71757**

Bid Amount: \$250.00      Costs: \$250.00  
Net to Distribute: \$0.00

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

(These amounts are contingent on verification of cost)

**TOTAL: \$0.00**

RESALE PROPERTY BID

I hereby submit my bid for the purchase of:

Property Account #: R 71757 Address: 3024 Spencer St.

Bid Amount: \$ 250.

PRINT NAME: Bernard F. Guiette SR

ADDRESS: 135 FM 1566 E

CITY: Greenville STATE: TX ZIP: 75401

TELEPHONE: (972) 880-2395

E-MAIL: \_\_\_\_\_

PURPOSE FOR PURCHASING PROPERTY:

Build a building (FRAME) for personal storage

Print name(s) to appear on deed if different than above:

SIGNATURE Bernard F. Guiette SR

DATE: 3 30 - 16

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OR

DELIVER TO: PERDUE, BRANDON LAW FIRM  
305 S BROADWAY STE 200  
TYLER TX 75702



PerdueBrandonFielderCollins&Mott LLP

ATTORNEYS AT LAW  
P.O. BOX 2007  
TYLER, TX 75710  
TELEPHONE 903-597-7664  
FAX 903-597-6298  
[www.pbfcm.com](http://www.pbfcm.com)

Tab Beall  
ATTORNEY AT LAW

David Hudson  
ATTORNEY AT LAW

Alesha L. Williams  
ATTORNEY AT LAW

April 25, 2016

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

RE: AGENDA REQUEST

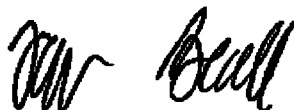
Please place the following on your next agenda for consideration:  
Consider acceptance of high bids received on Resale Properties as follows:

<u>Account #</u>	<u>Purchaser</u>	<u>Bid Amount</u>
<b>R90717</b> Property Description: Lot 10, Block 7, Wright Subdivision HCAD Situs: 2915 Walnut Street	<b>CYNTHIA STEPHENS</b>	<b>\$300.00</b>
<b>R71756</b> Property Description: Lot 4, Block 205, Orig. Town of Greenville HCAD Situs: 3022 Spencer Street	<b>BERNARD F GUIETTE SR</b>	<b>\$250.00</b>
<b>R71757</b> Property Description: Lot 5, 6, Block 205, Orig. Town of Greenville HCAD Situs: 3024 Spencer Street	<b>BERNARD F GUIETTE SR</b>	<b>\$250.00</b>

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

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

Very truly yours,



TAB BEALL

TB/sf  
Enclosures

#14,128

Fax to: 903-408-4291 Att: Sandy  
From: Classification  
JAIL COUNT  
April 26, 2016 - May 9, 2016

MAY 10 2016

FILED FOR RECORD  
at 12:00 o'clock P M  
MAY 10 2016  
JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By *Jennifer Lindenzweig*

<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>
26-Apr	169	30	7	0	0	99	305
27-Apr	168	29	5	0	0	100	302
28-Apr	158	30	11	0	0	102	301
29-Apr	158	30	16	0	0	107	311
30-Apr	168	32	9	0	0	107	316
1-May	174	34	5	0	0	107	320
2-May	169	34	10	0	0	107	320
3-May	166	33	8	0	0	107	314
4-May	171	31	4	0	0	106	312
5-May	162	31	5	0	0	105	303
6-May	160	30	8	0	0	104	302
7-May	161	32	10	0	0	107	310
8-May	164	32	10	0	0	107	313
9-May	163	32	6	0	0	107	308