

**COMMISSIONERS COURT  
REGULAR SESSION**  
*September 25, 2000*

The Hunt County Commissioners Court met this day with all Commissioners present and Judge Joe Bobbitt presiding. Minutes of the previous meeting were approved as submitted.

NEW BUSINESS:

**7740** On the motion by Ralph Green, second by Kenneth Thornton, the Court approved the contract between Hunt County and all County Volunteer Fire Departments with no additional changes-the same contract as last year.

**7741** On the motion by Jim Walker, second by Allen Martin, the Court approved application for licensing a Junkyard/Automobile Wrecking and Salvage yard for Cass Auto Salvage.

**7742** On the motion by Judge Bobbitt, seconded by Martin, the Court approved the appointment of Ms. Connie Gonzalez as trustee to the Hunt County Mental Health/Mental Retardation Board due to the resignation of Ms. Luellen as of 8-28-00. Dr Duell and Rick Davis recommended this appointment.

**7743** On the motion by Green, second by Martin, the Court approved proposal for outside auditing by Scott Singleton, Fincher and Company, P.C.

**7744** On the motion by Thornton, second by Green, the Court approved the renewal of a maintenance contract with Metro-Repro, Inc. for the plat Copier (Xerox 2510 Engeneering Copier) in the County Clerk's Office for \$525.00, effective 10-1-00 thru 9-30-01.

**7745** On the motion by Green, second by Martin, the Court approved the maintenance agreement for \$1,280.00 with Universal Time Equipment Co. for (6) rapid print file stamps used in the County Clerk's Office and the County Court at Law, effective 10-1-00 thru 9-30-01.

**7746** On the motion by Thornton, second by Walker, the Court approved the following replacement Judges and Alternate Judge for the November 7<sup>th</sup>-General Election:

Pct.	Name	Party	Title
101	William Bill Hocutt	Republican	Judge
102	Stephen C. Barrett	Republican	Judge
105	Debbie Williams	Democrat	Alternate Judge
210	Pat Anderson	Republican	Judge
322	Rommie Hipp	Democrat	Alternate Judge
326	Johnnie Moton	Democrat	Alternate Judge
431	James Dickson	Democrat	Alternate

**7747** On the motion by Walker second by Green, the Court approved a Debt Service tax rate for FY 2000-2001 at 8.0184¢ per \$100 evaluation based on 100% collection rate. Maintenance and Operation tax rate for FY 2000-01 at:

General Fund	37.7378¢	Per \$100 evaluation
R and B #1	2.7614¢	Per \$100 evaluation
R and B #2	4.0254¢	Per \$100 evaluation
R and B #3	3.0328¢	Per \$100 evaluation
R and B #4	3.1984¢	Per \$100 evaluation
<b>Total</b>	<b>50.7558¢</b>	<b>Per \$100 evaluation</b>
On a 95% collection rate.		

M and O rate	50.7558¢	Per \$100 evaluation
I and S rate	8.0184¢	Per \$100 evaluation
<b>Total Tax Rate</b>	<b>58.7742¢</b>	<b>Per \$100 evaluation based</b>
on a tax roll of \$1,994,977,669		

**7748** On the motion by Martin, second by Green the Court approved the County Budget for FY 2000-2001 as follows:

\$8,088,661.00	In total estimated beginning Cash.
\$18,795,182.00	In total budgeted revenue
\$23,954,173.00	In total budgeted expenditures
\$2,929,670.00	In total estimated ending cash.

**7749** On the motion by Green, second by Thornton, the Court approved the request from Aerie Network to bore along the existing pipelines under the county roads in Pct. 1 and Pct. 2 with the usual stipulations.

**7750** On the motion by Green, second by Martin, the Court approved request to assume maintenance on Ridgeview Road (6/10<sup>th</sup> of a mile) in Harper Estates in Pct. 2.

**7751** On the motion by Green, second by Thornton, the Court approved the request to construct electrical power distribution facilities along and across CR 2426 and CR 2472 in Pct. 2 with the usual stipulations.

**7752** On the motion by Walker, second by Martin, the Court approved the request of Verizon Communications to install buried communication cable upon and along the ROW of CR 3521 in Pct. 3 with the usual stipulations.



**7753** On the motion by Walker, second by Green, the Court approved the request of FEC Electric to construct electrical power distribution facilities along and across CR 3230 and CR 3326 in Pct. 3 with the usual stipulations.

**7754** On the motion by Martin, second by Walker, the Court approved the request of Sprint Telephone to install buried communication cable upon and along the ROW of CR 4312 in Pct. 4 with the usual stipulations.

**7755** On the motion by Thornton, second by Martin, the Court approved an Interlocal Agreement and Resolution between the Region IV Education Service Center which sponsors the Texas Co-operative Purchasing Network for office supplies, furniture, industrial supplies, copier and copier supplies, etc.

**7756** On the motion by Thornton, second by Walker, the Court granted permission to advertise the sale and purchase of Pest Control 3 year Contract, Rock and rock Hauling 1 year Contract, Premix Oil and Sand 1 year Contract, Copier and Computer Paper 1 year Contract, Radio Maintenance 3 year Contract, Recycled Concrete 1 year Contract, Recycled Asphalt 1 year Contract, Road Oil 1 year Contract, Seal Coating 1 year Contract, Uniform Rental 3 year Contract, permission for Sale of Motor Graders all Precincts, permission to buy one (1) or more Motor Graders all Precincts, Permission to buy one (1) or more Truck Tractors all Precincts, Permission to buy one (1) or more pick-ups all Precincts, Permission to buy one (1) or more trailers (belly dump) all Precincts, Permission to buy (1) or more backhoes all Precincts, Permission to buy one (1) or more motor graders all Precincts, Permission To renew Interlocal Agreements with City of Caddo Mills, Permission to Renew Interlocal Agreements with City of Campbell, and Permission to Renew Interlocal agreements with City of West Tawakoni.

**7757** On the motion by Martin, second by Thornton, the Court approved the continuation of the countywide burn ban.

— ‘Discuss and possibly take action on any items pertaining to the New County Jail.’ Matt Muliken stated the roof is completed, power is on, and the trustees are cleaning up and doing preparation work for painting.

— Hear and Discuss Reports:

Raymond Sparks and Norma Jean Farmer from Shawnee Shores Homeowners Association were present asking the Court for grading work to be done on their roads and ditches and culverts cleaned out. They also discussed the problem with dogs running loose asking the court for a leash law. Judge Bobbitt

advised them to file a complaint with the Sheriffs Department; counties under 100,000 population have no zoning regulations on private property and property rights issue.

Also, Judge Bobbitt discussed the possible purchase of 1989 (1 Ton) Van from Highland Terrace Baptist Church, which has an approved hitch for pulling trailers and has a detailed maintenance record.

**7758** On the motion by Martin, second by Walker, the Court approved accounts payable. Judge Bobbitt abstained from the vote.

**7759** On the motion by Green, second by Thornton, the Court approved line item budget transfers.

**PERSONELL AND PAYROLL:**

County Clerk: Change Carolyn Ballew from part time to full time Sec 1 G 2 at \$14,400 per year effective 9-25-00.  
Raise Michael Swanson part time records clerk to \$6.00 per hour effective 9-25-00.  
Raise Stacy Compton part time records clerk to \$6.50 per hour, effective 9-25-00.

Sheriffs Department: Add Chris Castellano as part time Clerical at \$6.00 per hour Effective 9-19-00.  
Remove Lisa Hayes effective 8-31-00.  
Add Cassie L. Ferrell as Detention Officer at \$18,546.00 annually Effective 8-28-00.  
Add Diana Gwen Townsend as Dispatcher G4 P47 at \$18,546 per year, effective 9-19-00. As of October 1, 2000 \$19,500 per year.

Tax Office: Change Cherish Adams Grade 3 from \$15,327 to \$16,227 effective 9-25-00.  
Change Jeanette Garcia Grade 3 from \$15,327 to \$15,927 effective 9-25-00.  
Change Toni Hunter Grade 3 from \$15,327 to \$16,327 effective 9-25-00.  
Change Jill Wood Grade 3 from \$15,327 to \$15,927 effective 9-25-00.  
Change Sharon Brisco Grade 3 from \$15,327 to \$16,327 effective 9-25-00.


Treasurer: Please delete the following employees from payroll:

Department	ID #	Name	Last Paycheck
001	2165	Hardaway, Shea	8-5-00
002	2038	Peacock, Delta	3-18-00
005	1978	Meeks, Jennifer	1-21-00
007	1978	Huffines, Daniel	3-18-00
008	2015	Jackson, Evelyn	2-19-00
011	1956	Metcalf, Sarah	6-24-00
013	2082	Dick, Leslie	10-15-99
013	1985	Shelton, Kacie	8-19-00
014	2146	Lynch, Laci	6-10-00
016	1961	Hodges, Evan	12-10-99
017	1882	Bobbitt, Victoria	8-5-00
017	2172	Hardaway, Shana	8-5-00
017	1711	Strickland, Carolyn	6-10-00
022	2099	Castillo, San Juan	2-5-00
022	1765	Estrada, Jose	2-19-00
038	1383	Speight, J.T.	8-15-99
045	1976	Crowley, Janice	7-31-99
045	2057	Galloway, Teresa	8-31-99
045	2103	Skipalis, Virginia	12-10-99




**7760** Approved on the motion by Walker, second by Martin.

————— There was no Executive Session. Court Adjourned at 11:05AM. Minutes  
approved this 9 day of October, 2000.

  
\_\_\_\_\_  
Hunt County Judge

Attest:

  
\_\_\_\_\_  
Hunt County Clerk

**FIRE PROTECTION AGREEMENT****THE STATE OF TEXAS****COUNTY OF HUNT**

This agreement, made and entered into on the day and date last hereinafter written, by and between Hunt County, Texas, hereinafter called "County", acting herein by and through its duly elected qualified County Judge and County Clerk, having heretofore authorized so to act under and by virtue of the provisions of a resolution duly adopted by the Commissioners Court of said County and the

**COMMERCE FIRE DEPARTMENT**

an incorporated volunteer fire department located in Hunt County, hereinafter called "Department" acting through its Fire Chief as authorized by said Department. Said agreement is made pursuant to authority of Title 7, V.T.C.A. Government Code, Section 81.028, and V.T.C.A. Civil Practice and Remedies Code, Section 78.001, as applicable.

**WITNESSETH**

**WHEREAS**, the Department is the owner of certain fire fighting vehicles and other equipment designed for and capable of being used to fight, control and extinguish fires; and,

**WHEREAS**, County is desirous of obtaining certain fire fighting services rendered by said department, as more fully hereinafter described and limited-,

**NOW, THEREFORE**, for and in consideration of the premises and mutual benefits to be derived by each of the parties hereto, which said parties now agree to be valuable and sufficient consideration, said parties agree and convenient upon the terms and conditions as follows:

**ARTICLE II.****DEFINITIONS**

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

A. "Emergency" shall mean any circumstance that calls for immediate action and in which the element of time in fire fighting is essential to the life or health of a person or persons, and property located in rural areas of Hunt County

B. "District" means the area within the boundaries of Hunt County, Texas, for which the Department located in such district has permanent responsibility for first alarm response to fires in such district.

C. "Urban Area" means any area within the corporate limits of an Incorporated city, town, or village within said County other than the city of Greenville.

FILED FOR RECORD  
LINDA BROOKS  
COUNTY CLERK HUNT CO., TX  
00 NOV 17 AM 9:39  
BY: *L. Brooks*  
DEPUTY



D. "Department" means a firefighting group that qualifies in accordance with the minimum fire standards as submitted and approved by the Hunt County Fire Fighters Association (Exhibit A.)

### ARTICLE III. SCOPE AND NATURE OF SERVICES

A. Services to be rendered and performed thereunder by the Department are limited to fire fighting services normally rendered under circumstances of emergency as hereinafter defined.

B. It is hereby understood and agreed by and between the parties that the County is divided into districts as shown by map of Hunt County incorporated by reference herein for the purpose of establishing primary responsibility for fire fighting throughout the County. Each department in Hunt County is responsible for making first alarm response to fires within the District in which it is located. No Department shall make runs out of its District unless backup emergency assistance is requested by another department.

C. Such services shall be rendered on first response basis to the District, provided, however, when one or more fires are in progress within the District or when the strength of the fire fighting personnel of Department has been substantially or materially weakened by the absence of the members thereof in the suppression and fighting of fire or when any such equipment or personnel has been ordered into action or to remain on a standby basis because of actual or threatened disaster calamity, and when any such condition or emergency shall exist, it shall be the responsibility of the Fire Chief of said Department or some other member thereof designated by him for such purpose, to determine whether or not such fire fighting equipment shall be dispatched, and the judgment of such person in such matter shall be final

D. County agrees that Department shall render such services to other Districts in the County only if backup emergency assistance is requested by the Department of such District.

E. County gives and grants to the Department full and complete authority to operate its fire fighting vehicles on and over the roads, highways and other thoroughfares of County and other public places.

### ARTICLE IV. TERM

The term during which this agreement shall be in force and effect shall commence On the 1<sup>st</sup> day of October 2000, and end on the 30<sup>th</sup> day of September 2001.

**ARTICLE V.  
COMPENSATION**

A. It is understood that County will enter into appropriate contractual relationship with other Cities/Departments within the said Hunt County, relating to the rendition of fire fighting services to areas within the said Hunt County, and as more fully herein provided, County will make certain payments to the City/Department rendering said services.

B. As consideration for services rendered by the County there under Hunt County shall make payments to the City/Department as follows:

1. Hunt County will provide \$2,000.00 per month for such fire fighting services.

**ARTICLE VI.**

**BOOKS, RECORDS, AND EQUIPMENT**

A. The Department shall keep accurate books and records as to all fire fighting calls made. Such records shall reflect, among other things, the name and address of the recipient of the service, the date and time covering the period the service was rendered, the location at which the service was rendered. Monthly reports shall be received by the Hunt County Fire marshal Office, P.O. Box 1097, Greenville, Texas, 75403-1097, by the 15th day of each month. Contract checks shall be returned to County Treasurer for departments whose reports are not received by the deadline. The County Treasurer shall not release the contract checks until approved by Hunt County Commissioners at the following Commissioners Court.

B. The Department shall follow standard bookkeeping procedures reflecting expenditures of County funds by the Department.

C. The books and records mentioned in the Article shall be open to inspection at reasonable times by a person designated by the Hunt County Commissioners Court.

D. The Department shall maintain its fire fighting vehicles and equipment such that it is in good working order at all times, and the County shall be entitled to inspect said vehicles at all reasonable times. Sufficient liability insurance shall be maintained on all vehicles used in the service of Hunt County and verification of insurance will be furnished to the County.

**ARTICLE VII.  
ENTIRE AGREEMENT**

No representation or promise shall be blinding upon the parties hereto except those representations and promises contained herein, or in some future writing signed by the party making such representation or promises.



ARTICLE VIII.  
NOTICE

Notice to the Department provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

COMMERCE FIRE DEPARTMENT  
and notice to County provided for herein shall be sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the following:

HUNT COUNTY, TEXAS  
ATTN: COUNTY JUDGE  
COUNTY COURTHOUSE  
P.O. BOX 1097  
GREENVILLE, TEXAS 75403-1097

EXECUTED this the 25th day of September, 2000.

HUNT COUNTY, TEXAS

BY:

Joe A. Bobbitt

JOE A. BOBBITT, HUNT COUNTY JUDGE

ATTEST:

BY:

Linda Brooks

Linda Brooks, Hunt County Clerk

COMMERCE FIRE DEPARTMENT

BY:

Ray M. Honeij

ATTEST:

BY:

Chate Cunningham

## **HUNT COUNTY FIRE FIGHTERS ASSOCIATION MINIMUM STANDARDS**

### **Purpose:**

The purpose of establishing fire departments minimum standards is to ensure equitable and functional fire protection through the non incorporated areas of Hunt county

### **Scope:**

All departments either paid, or volunteer who are active members of the Hunt County Fire Fighters Associations, are required to meet fire department standards.

### **Training:**

A minimum of two hours training shall be scheduled monthly for all firefighters. Active participation by 50% of the fire department roster is required. Additionally a total of 20 hrs per year is required of all active firefighters.

### **Department Personnel:**

Each department will be required to maintain an active roster of at least eight fully trained firefighters that can operate all apparatus and equipment utilized by the department. The minimum amount of training required by these eight firefighters is a minimum of 40 hrs training on subjects mandated by Hunt County Fire Fighters Association (must include live fire training). Auxiliary personnel, junior firefighters under the age of 18 or others defined by the department that do not actively participate in training are not eligible firefighters.

### **Personnel Protective Equipment:**

- A) All firefighters or support personnel who respond with apparatus and/or arrive on the scene of a fire, rescue, of haz-mat emergency must have available full turn out gear which includes helmet, hood, gloves, coat, pants, and boots designed for structural firefighting purposes.
- B) Utilization of personal protective equipment is left to the discretion of each departments Fire Chief, his designated representative or the incident commander.

### **Alerting and Communications:**

All departments must utilize a central alerting telephone number answered 24 hrs a day. 911 is an acceptable alerting system. All apparatus operated by member department shall maintain one VHF transceiver in each piece of equipment.



**Apparatus'/Equipment housing:**

All apparatus that meet apparatus standards shall be housed in a heated environment.

**Enforcement:**

The president of the Hunt County Fire Fighters Association or his designed representative will conduct inspections of all fire departments to ensure compliance with minimum standards. Inspections will be conducted on random and unscheduled time periods. These inspections will be conducted at emergency scenes as well as facility inspections. Results of these inspections will be reported at each association meeting.

**Apparatus / Equipment**

Types and amount of equipment to service a particular area shall be at least one vehicle capable of fighting structural, automotive and wildland type fires.

**Minimum Apparatus Standard:**

250 gpm pump _____	one pick headed _____
250-750 gallon truck _____	two 6' pike pole _____
two 1 1/2" discharges _____	one 5 gal. Pumpcan _____
one 2 1/2" discharge _____	one 20lbs ABC ext. _____
one 2 1/2" intake _____	one 14' roof ladder _____
one 2 1/2" gated "Y" _____	300' 1 1/2" supply line _____
two 2 1/2" male adapters _____	600' 2 1/2" supply line _____
two 2 1/2" female adapters _____	2 portable hand lights _____
one hose clamp _____	Emergency lights & siren _____
two 1 1/2" fog nozzles (100gpm) _____	two fire brooms or flaps _____
four SCBA _____	one 3' hooligan tool _____
two spare SCBA bottles _____	one 24' ext ladder _____
two 12'x12' salvage covers _____	one 6' ladder _____
one flat head axe _____	tool box with assorted tools _____

## METRO-REPRO, INC.

2809 VIRGO  
DALLAS, TEXAS 75229  
TELEPHONE (972) 484-9292  
FAX (972) 484-2421

# 7744  
FILED FOR RECORD

at 4 o'clock PM

SEP 25 2000

LINDA BROOKS  
County Clerk, Hunt County, Tex.  
By [Signature]

## INVOICE

INVOICE DATE	INVOICE NO.	PAGE
9/01/00	68770	1

SOLD TO  
Hunt County Clerk  
2500 Lee St. Suite 201  
Greenville, Tx 75401

SHIP TO  
Hunt County Clerk  
2500 Lee St. Suite 201  
Greenville, Tx 75401

ORDER NO.	ORDER DATE	CUSTOMER	SALES PERSON	PURCHASE ORDER NO.	SHIP VIA	SHIP DATE	TERMS
38107	8/31/00	350334	141	Renewal	Service	8/31/00	upon receipt

QUANTITY ORDERED	UNIT	ITEM NO.	ITEM DESCRIPTION	PRICE UNIT	UNIT PRICE
QUANTITY SHIPPED		QUANTITY BACK ORD.		ITEM DISCOUNT	EXTENDED PRICE
1	each	*021	Service Renewal Contract X2510 S/N 64G017530		525.00

\*\*APPROVED BY COMMISSIONERS COURT

9-25-00  
DATE

JUDGE

[Signature]

Per 9-7-00  
Louis - partial  
pymt already paid  
to get us to new  
Budget year starting  
10-1-00.  
Hold until 10-1-00

plus .075 per sqq foot

SALES AMOUNT	525.00
MISC. CHARGES	0.00
FREIGHT	0.00
SALES TAX	
TOTAL	525.00
PAYMENT REC'D	
BALANCE DUE	525.00







HUNT COUNTY CLERK  
LINDA BROOKS  
(903) 408-4130

# HUNT COUNTY

POST OFFICE BOX 1316 • GREENVILLE, TEXAS 75403-1316

# 7746

**FILED FOR RECORD**

at 9 o'clock P M

SEP 25 2000

LINDA BROOKS  
County Clerk, Hunt County, Tex.  
By L. Brooks

September 15, 2000

TO: HUNT COUNTY COMMISSIONERS COURT  
HUNT COUNTY JUDGE

Gentlemen:

Due to various reasons several election workers will be unable to serve in the upcoming November 7th-General Election. Please approve the following replacements for the following boxes:

101	William Bill Hocutt	(R)	Judge
102	Stephen C. Barrett	(R)	Judge
105	Debbie Williams	(D)	Alternate Judge
210	Pat Anderson	(R)	Judge
322	Rommie Hipp	(D)	Alternate Judge
326	Johnnie Moton	(D)	Alternate Judge
431	James Dickson	(D)	Alternate Judge

Thank you,

Linda Brooks

Linda Brooks  
Hunt County Clerk

Approval by the Court:

Jon A. Bullitt  
Hunt County Judge

9-25-00  
Date



Remember: Adopt Budget then set Tax Rate

Revised

24

To approve the Budget the way it was done last year:

1. Make motion to approve the County Budget for FY 2000-01 consisting of:

\$8,088,661.00/xk in total estimated beginning cash  
\$18,795,182.00/xk in total budgeted revenues  
\$23,954,173.00/xk in total budgeted expenditures  
\$2,929,670.00/xk in total estimated ending cash

FILED FOR RECORD  
at 4 o'clock P M

SEP 25 2000

LINDA BROOKS  
County Clerk, Hunt County, Tex.  
By L. Brooks

Next: to set the tax rates:

8.0184¢

Make a motion to set the Debt Service tax rate for FY 2000-01 at 8.0184¢ per \$100 valuation based on a 100% collection rate.

Then:

2. Make a motion to set the Maintenance & Operation tax rate for FY 2000-01 at:

General Fund	<u>37.7378¢</u>	per \$100 valuation
R&B #1	<u>2.7614¢</u>	per \$100 valuation
R&B #2	<u>4.0254¢</u>	per \$100 valuation
R&B #3	<u>3.0328¢</u>	per \$100 valuation
R&B #4	<u>3.1984¢</u>	per \$100 valuation

For a total M&O rate of 50.7558¢ per \$100 valuation based on a 95% collection rate.

This will give the following tax rate for the new fiscal year:

M&O Rate 50.7558¢ per \$100 valuation  
I&S Rate 8.0184¢ per \$100 valuation

58.7742¢  
TOTAL TAX RATE 58.7739¢ per \$100 valuation based on a tax roll of \$1,994,977,669

The roll-back rate is  
58.7766¢

Jimmy Hamilton

### 2000 Property Tax Rates in Hunt County

This notice concerns 2000 property tax rates for Hunt County. It presents information about three tax rates. Last year's tax rate is the actual rate the taxing unit used to determine property taxes last year. This year's effective tax rate would impose the same total taxes as last year if you compare properties taxed in both years. This year's rollback tax rate is the highest tax rate the taxing unit can set before taxpayers can start tax rollback procedures. In each case these rates are found by dividing the total amount of taxes by the tax base (the total value of taxable property) with adjustments as required by state law. The rates are given per \$100 of property value.

**Last year's tax rate:**

Last year's operating taxes	\$8,508,935
Last year's debt taxes	\$1,395,577
Last year's total taxes	\$9,904,512
Last year's tax base	\$1,855,820,061
Last year's total tax rate	0.533700 /\$100

**This year's effective tax rate:**

Last year's adjusted taxes (after subtracting taxes on lost property)	\$9,789,762
/ This year's adjusted tax base (after subtracting value of new property)	\$1,852,331,940
= This year's effective tax rate	0.528510 /\$100

**This year's rollback tax rate:**

Last year's adjusted operating taxes (after subtracting taxes on lost property and including taxes for state criminal justice mandate)	\$10,501,935
/ This year's adjusted tax base	\$1,852,331,940
= This year's effective operating rate	0.566958 /\$100
x 1.08 = this year's maximum operating rate	0.612314 /\$100
+ This year's debt rate	0.080184 /\$100
= This year's rollback rate	0.692498 /\$100
+ Sales tax adjustment rate	0.104732 /\$100
= Rollback tax rate	0.587766 /\$100

*must use  
this debt  
rate*

*Given to me on  
Monday, Sept. 25th  
8:30 AM*

*JPL*

0.0\*

0.0A

8.0134+  
50.7553+

002

53.7742+

#10

7749

9

A E R I E

networks

Aerie Networks, Inc.  
Joe Hundley-Permits  
2448 East 81<sup>st</sup>. St.  
Suite 2600  
Tulsa, OK 74137-4311

September 13, 2000

**FILED FOR RECORD**  
at 4 o'clock P M

SEP 25 2000

Hunt County  
Joe Bobbitt, County Judge  
P. O. Box 1097  
Greenville, TX 75403-1097

LINDA BROOKS  
County Clerk, Hunt County, Tex.  
By L. Brooks

RE: Boring under county roads in HUNT COUNTY

Dear Mr. Bobbitt,

This letter is written as a letter of introduction and request for permission to bore under the county roads located in your county. Aerie Networks has plans of placing a fiber optic cable along an existing pipeline from Houston, Texas to Tulsa, Oklahoma. All state Department of Transportation guidelines and procedures as well as any requirements that the county may have will be strictly adhered to.

A typical plan and profile of the bore and a map showing the route through the county is enclosed for your review and approval.

If you have no objection to this proposal please sign below and return in the self addressed stamped envelope provided.

If you have any questions please call me at 918-496-6416 or cell at 918-688-3104 or e-mail at [jhundley@aerienetworks.com](mailto:jhundley@aerienetworks.com).

Thank you for your time and consideration in this matter.

Respectfully,

*Joe Hundley*

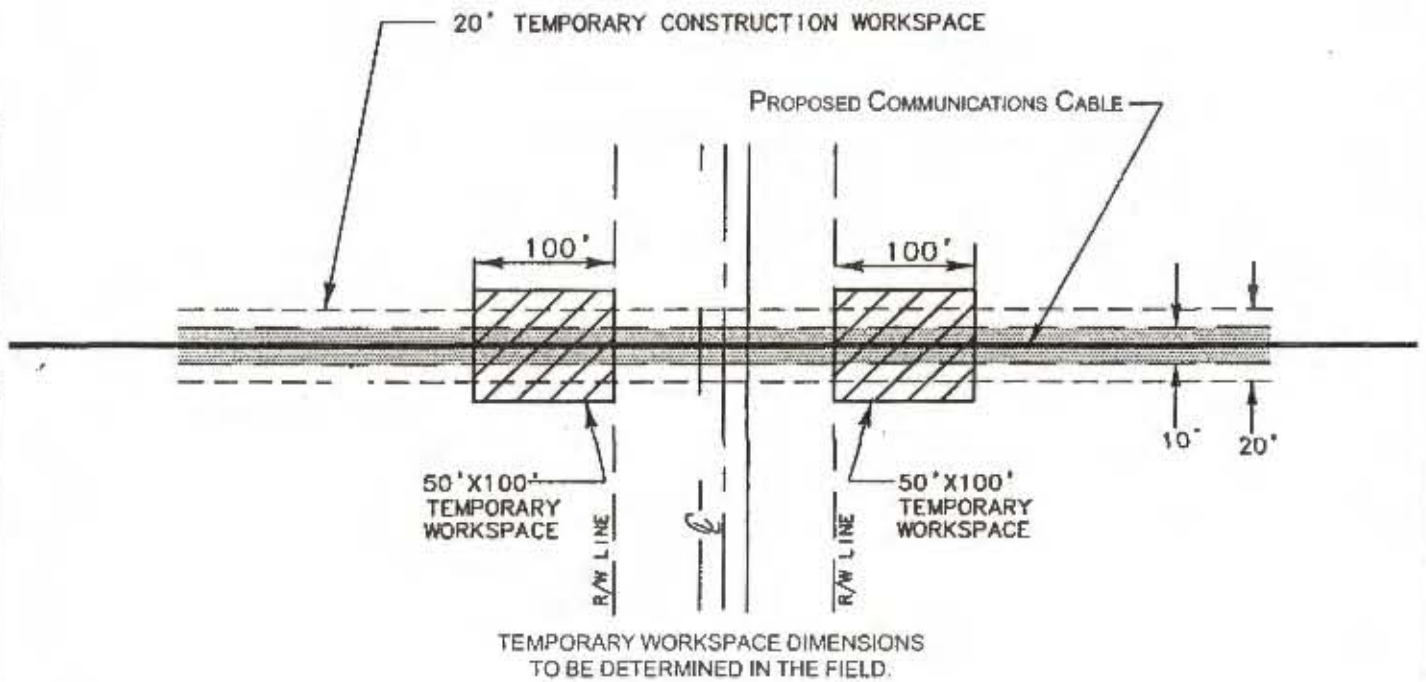
Joe Hundley  
Permit Supervisor  
JH/kh

*Joe A. Bobbitt*  
\_\_\_\_\_  
Joe Bobbitt  
County Judge

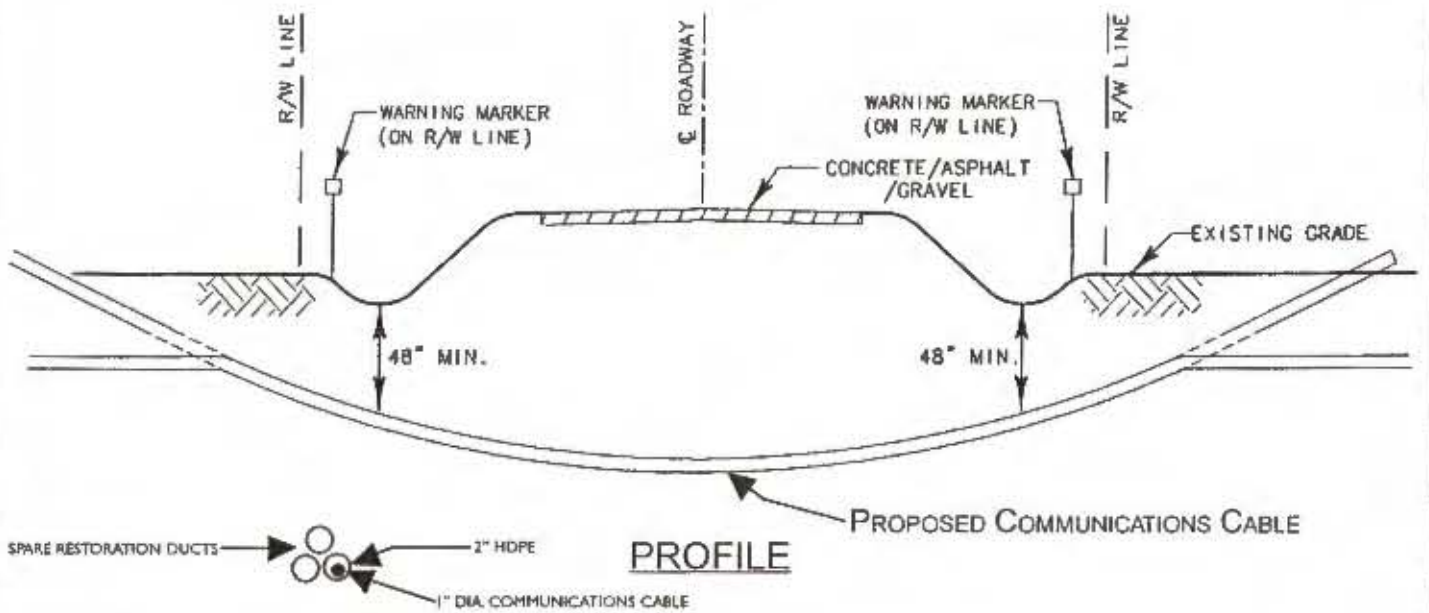
Enclosure



# ROAD CROSSING DIRECTIONAL DRILL



PLAN



			DRAWN BY:	KKW/GM	DATE:	11/3	<b>AERIE NETWORKS, INC.</b> 2448 E 81st, Suite 2600, Tulsa, OK 74137 Hunt County, Texas	
			DESIGNED BY:		DATE:			
			APPROVED		DATE:			
			SCALE		DRG. SIZE:			
DATE	REVISION		N.T.S.		A		TITLE	2 Lane Road Crossing - Directional Drill
			FILE NAME:		SHEET:		SITE LOCATION	Road Crossing
			TYP-088				DRAWING #	Typical

# 7755

## RESOLUTION

FILED FOR RECORD  
at 4 o'clock P M  
SEP 25 2000  
LINDA BROOKS  
County Clerk, Hunt County, Tex.  
By *[Signature]*

A RESOLUTION OF THE COMMISSIONERS COURT Hunt  
GREENVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL  
AGREEMENT BETWEEN THE REGION IV EDUCATION SERVICE CENTER, WHICH SPONSORS  
THE TEXAS COOPERATIVE PURCHASING NETWORK, PROVIDING FOR A COOPERATIVE  
PURCHASING PROGRAM FOR GOODS AND SERVICES;  
DESIGNATING Marilyn L. Jacobs - Personnel Director (NAME AND/OR TITLE), AS OFFICIAL  
REPRESENTATIVE OF THE County of Hunt (ENTITY) RELATING TO THE  
PROGRAM.

WHEREAS, the Commissioners Court of the County of Hunt (Entity) has been  
presented a proposed Interlocal Agreement by and between the Region IV Education Service Center, which  
sponsors the Texas Cooperative Purchasing Network, and the County of Hunt (Entity) and  
found to be acceptable and in the best interests of the County of Hunt (Entity) and its  
citizens, are hereby in all things approved.

WHEREAS, the County of Hunt (Entity) of Greenville (City), Texas,  
pursuant to the authority granted under Sections 791.001 to 791.029 of the Local Government Code,  
V.T.C.A., as amended, desires to participate in the described purchasing program sponsored by the Region  
IV Education Service Center which is known as the Texas Cooperative Purchasing Network, and in the  
opinion that participation in this program will be highly beneficial to the taxpayers through the anticipated  
savings to be realized.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE  
County of Hunt (ENTITY), Greenville, Texas:

Section I. The Terms and conditions of the agreement having been reviewed by the Commissioners Court  
of the County of Hunt (Entity) and found to be acceptable and in the best interests of  
the County of Hunt (Entity) and its citizens are hereby in all things approved.

Section II. The Marilyn L. Jacobs / Personnel Director (Title/Name) of the  
County of Hunt (Entity) under the direction of the Commissioners  
Court of the County of Hunt (Entity) is hereby designated to act for the  
County of Hunt (Entity) in all matters relating to the Texas Cooperative Purchasing  
Network including the designation of specific contracts in which the County of Hunt (Entity)  
desires to participate.

Section III. This resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED THIS THE 25 DAY OF September 2000.

ATTEST:

(Authorized Signature)

*Kenneth D. Thornton*  
Commissioner Kenneth Thornton Pct #1

*Jim Walker*  
Commissioner Jim Walker Pct #3

*Ralph Green*  
Commissioner Ralph Green Pct #2

*Allen Martin*  
Commissioner Allen Martin Pct #4

*Joe A. Bobbitt*  
County Judge Joe Bobbitt



7756

FILED FOR RECORD  
LINDA BROOKS  
COUNTY CLERK HUNT CO. TX  
01 FEB -7 PM 12:09  
BY: DEPT. *[Signature]*

## INTERGOVERNMENTAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the 1<sup>st</sup> day of September 2000 by and between the City of Caddo Mills and Hunt County, a political subdivision of the State of Texas.

### RECITALS

1. The County owns the necessary equipment for maintaining roads.
2. The City desires to have their streets maintained. Therefore, under the authority of the Inter local Cooperative Act. Tex. rev. civ. Stat. Ann. art 4413 (32c) Vernon 1976, the parties agree as follows:

### SECTION 1. TERM

- 1.01 Term. The term of this agreement shall commence on the 1<sup>st</sup> day of September 2000. This agreement, which terminates as of its effective date, all prior agreements, written or oral, between the parties concerning the same services, shall become effective on September 1, 2000 and shall continue in full force and effect thereafter until terminated by either party on thirty (30) days written notice to the other.

### SECTION 2. SERVICES

- 2.01 Services to be provided. The County agrees to blading services on behalf of the City.
- 2.02 The County agrees to resurface or repair and maintain streets within City limits only if materials are supplied by the City. This work will be done only as equipment and manpower are available by the County. The time available will be at the County's discretion.

### SECTION 3. COMPENSATION



- 3.01 The price per load of rock used on streets will be cost per load. This price is subject to change if the County's price for rock increases or decreases.
- 3.02 The charge for blade work will be \$25.00 per hour for work performed.
- 3.03 The charge for use of County dump trucks will be \$25.00 per hour.
- 3.04 The compensation by the City shall be paid upon completion of work and invoice by the County. The invoice shall be paid within thirty (30) days.

#### **SECTION 4. CIVIL LIABILITY**

Any civil liability relating to the furnishing of services under this agreement shall be the responsibility of the City. The parties agree that the County shall be acting as agent for the City in performing services contemplated by this agreement. The City shall hold the county free and harmless from any obligation, costs, claims judgements, attorneys' fees, attachments, and other such liabilities arising from or growing out of the services rendered to the City pursuant to the terms of the Agreement or in any way connected with the rendering of said services, except when the same shall arise because of willful misconduct or culpable negligence of the County, and the County is adjudged to be guilty of willful misconduct or culpable negligence by a court competent jurisdiction.

#### **SECTION 5. ROADS**

County roads located within the city limits shall be maintained by the County at the County's expense and the City shall not be charged for materials or labor or equipment used on said roads.

#### **SECTION 6. AMENDMENT**

This Agreement shall not be amended or modified other than in a written agreement signed by both parties.

#### **SECTION 7. CONTROLLING LAW**

This agreement shall be deemed to be made under, governed by and construed in accordance with the laws of the State of Texas.

#### SECTION 8. AGREEMENTS

This Agreement is the only agreement with the County or any other party pertaining to street work within the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

COUNTY OF HUNT  
STATE OF TEXAS

By: Ralph Brien  
Title: Commissioner  
Date: 12/7/00

CITY OF CADDO MILLS  
COUNTY OF HUNT  
STATE OF TEXAS

By: Paul Johnson  
Title: Mayor/ City of Caddo Mills  
Date: 12-07-2000



ATTEST: City Secretary

Linger Hudson

7756

FILED FOR RECORD  
LINDA BROOKS  
COUNTY CLERK HUNT CO., TX  
01 FEB -7 PM 12:09  
BY: DEPUTY

## INTERGOVERNMENTAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the 1<sup>st</sup> day of September 2000 by and between the City of Campbell and Hunt County, a political subdivision of the State of Texas.

### RECITALS

1. The County owns the necessary equipment for maintaining roads.
2. The City desires to have their streets maintained. Therefore, under the authority of the Inter local Cooperative Act. Tex. rev. civ. Stat. Ann. art 4413 (32c) Vernon 1976, the parties agree as follows:

### SECTION 1. TERM

- 1.01 Term. The term of this agreement shall commence on the 1<sup>st</sup> day of September 2000. This agreement, which terminates as of its effective date, all prior agreements, written or oral, between the parties concerning the same services, shall become effective on September 1, 2000 and shall continue in full force and effect thereafter until terminated by either party on thirty (30) days written notice to the other.

### SECTION 2. SERVICES

- 2.01 Services to be provided. The County agrees to blading services on behalf of the City.
- 2.02 The County agrees to resurface or repair and maintain streets within City limits only if materials are supplied by the City. This work will be done only as equipment and manpower are available by the County. The time available will be at the County's discretion.

### SECTION 3. COMPENSATION

- 3.01 The price per load of rock used on streets will be cost per load. This price is subject to change if the County's price for rock increases or decreases.



- 3.02 The charge for blade work will be \$25.00 per hour for work performed.
- 3.03 The charge for use of County dump trucks will be \$25.00 per hour.
- 3.04 The compensation by the City shall be paid upon completion of work and invoice by the County. The invoice shall be paid within thirty (30) days.

#### **SECTION 4. CIVIL LIABILITY**

Any civil liability relating to the furnishing of services under this agreement shall be the responsibility of the City. The parties agree that the County shall be acting as agent for the City in performing services contemplated by this agreement. The City shall hold the county free and harmless from any obligation, costs, claims judgements, attorneys' fees, attachments, and other such liabilities arising from or growing out of the services rendered to the City pursuant to the terms of the Agreement or in any way connected with the rendering of said services, except when the same shall arise because of willful misconduct or culpable negligence of the County, and the County is adjudged to be guilty of willful misconduct or culpable negligence by a court competent jurisdiction.

#### **SECTION 5. ROADS**

County roads located within the city limits shall be maintained by the County at the County's expense and the City shall not be charged for materials or labor or equipment used on said roads.

#### **SECTION 6. AMENDMENT**

This Agreement shall not be amended or modified other than in a written agreement signed by both parties.

#### **SECTION 7. CONTROLLING LAW**

This agreement shall be deemed to be made under, governed by and construed in accordance with the laws of the State of Texas.

**SECTION 8. AGREEMENTS**

This Agreement is the only agreement with the County or any other party pertaining to street work within the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

COUNTY OF HUNT  
STATE OF TEXAS

By: Phillip Ch. Monte  
Title: Commissioner  
Date: 01-04-2001

CITY OF CAMPBELL  
COUNTY OF HUNT  
STATE OF TEXAS

By: Donna Nelson  
Title: Mayor  
Date: 12-9-00

**ATTEST: City Secretary**

Carolyn Huie

7756

## INTERGOVERNMENTAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the 1<sup>st</sup> day of September 2000 by and between the City of West Tawakoni and Hunt County, a political subdivision of the State of Texas.

### RECITALS

1. The County owns the necessary equipment for maintaining roads.
2. The City desires to have their streets maintained. Therefore, under the authority of the Inter local Cooperative Act. Tex. rev. civ. Stat. Ann. art. 4413 (32c) Vernon 1976, the parties agree as follows:

BY: *[Signature]*  
DEPUTY  
01 FEB -9 AM 10:22

FILED FOR RECORD  
LINDA BROOKS  
COUNTY CLERK HUNT CO., TX

### SECTION 1. TERM

- 1.01 Term. The term of this agreement shall commence on the 1<sup>st</sup> day of September 2000. This agreement, which terminates as of its effective date, all prior agreements, written or oral, between the parties concerning the same services, shall become effective on September 1, 2000 and shall continue in full force and effect thereafter until terminated by either party on thirty (30) days written notice to the other.

### SECTION 2. SERVICES

- 2.01 Services to be provided. The County agrees to blading services on behalf of the City.
- 2.02 The County agrees to resurface or repair and maintain streets within City limits only if materials are supplied by the City. This work will be done only as equipment and manpower are available by the County. The time available will be at the County's discretion.

### SECTION 3. COMPENSATION

- 3.01 The price per load of rock used on streets will be cost per load. This price is subject to change if the County's price for rock increases or decreases.



- 3.02 The charge for blade work will be \$25.00 per hour for work performed.
- 3.03 The charge for use of County dump trucks will be \$25.00 per hour.
- 3.04 The compensation by the City shall be paid upon completion of work and invoice by the County. The invoice shall be paid within thirty (30) days.

#### **SECTION 4. CIVIL LIABILITY**

Any civil liability relating to the furnishing of services under this agreement shall be the responsibility of the City. The parties agree that the County shall be acting as agent for the City in performing services contemplated by this agreement. The City shall hold the county free and harmless from any obligation, costs, claims judgements, attorneys' fees, attachments, and other such liabilities arising from or growing out of the services rendered to the City pursuant to the terms of the Agreement or in any way connected with the rendering of said services, except when the same shall arise because of willful misconduct or culpable negligence of the County, and the County is adjudged to be guilty of willful misconduct or culpable negligence by a court competent jurisdiction.

#### **SECTION 5. ROADS**

County roads located within the city limits shall be maintained by the County at the County's expense and the City shall not be charged for materials or labor or equipment used on said roads,

#### **SECTION 6. AMENDMENT**

This Agreement shall not be amended or modified other than in a written agreement signed by both parties.

#### **SECTION 7. CONTROLLING LAW**

This agreement shall be deemed to be made under, governed by and construed in accordance with the laws of the State of Texas.

**SECTION 8. AGREEMENTS**

This Agreement is the only agreement with the County or any other party pertaining to street work within the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

**COUNTY OF HUNT  
STATE OF TEXAS**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Phillip A. Martin* *Commissioner*  
*pet 3*  
*02-09-2001*

**CITY OF WEST TAWAKONI  
COUNTY OF HUNT  
STATE OF TEXAS**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*West Tawakoni*

*City Administrator*

*2-6-01*

**ATTEST: City Secretary**

*Susan Roberts*

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Approved by Commissioner [redacted] #7741  
 Court Sept 25, 2000

# HUNT COUNTY

## APPLICATION FOR LICENSING OF JUNK YARD OR AUTOMOBILE WRECKING AND SALVAGE YARD.

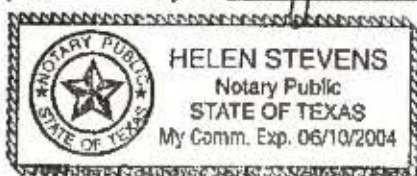
FILED FOR RECORD  
 LINDA BROOKS, CLERK  
 SEP 15 2000  
 HUNT COUNTY, TEXAS

1. The name of the business applying for a license is "GLENN'S" CASS AUTO SALVAGE
2. All owners of the said business are as follows (state full name, address, and telephone number):  
Phillip GLENN SHINDLER  
333 N. EIM / P.O. BOX 517  
QUINLAN TX 75474 (903) 356-0424
3. The business is located at: RT 5 HWY 69 S.
4. The necessary photographs are attached to this application
5. The necessary \$25.<sup>00</sup> fee is attached to this application. ☒ An annual fee of \$25.<sup>00</sup> will be required for renewal of said license upon approval of the Hunt County Environmental Enforcement Office.
6. A plat is attached to this application showing that the applicant business meets the location requirements of Ordinance Number 6810. ☒
7. Has the applicant's business ever had its license under this Ordinance revoked, suspended, or renewal application denied: ☒ No ☐ Yes  
 If the answer to this question is "yes", please detail the reasons and the ultimate action of the Commissioner's Court. \_\_\_\_\_
8. Has any owner of the applicant business had his license under this Ordinance revoked, suspended, or renewal application denied? ☒ No ☐ Yes  
 If the answer to this question is "yes", please detail the reasons and the ultimate action of the Commissioner's Court. \_\_\_\_\_
9. This business began operation on the 11<sup>th</sup> day of NOV, 20 1996
10. Has any owner of the applicant business ever been convicted under Section 8 of County Ordinance Number 6810? ☒ No ☐ Yes  
 If the answer to this question is "yes", please detail all case numbers, courts, and names of the owner who was convicted. \_\_\_\_\_

I, the undersigned, swear under penalty of perjury that the above information is true and correct.

Phillip G. Shindler  
 Applicant

Subscribed and sworn to before me the undersigned notary on  
 the 15<sup>th</sup> day of September, 2000.



Helen Stevens  
 Notary Public