

**COMMISSIONERS COURT**  
**REGULAR SESSION**  
*July 23, 2001*

The Hunt County Commissioners Court met this day with Commissioners Thornton, Phillip Martin and Allen Martin present; Commissioner Green was absent due to death in his family and Judge Joe Bobbitt presiding. Minutes of the meeting on July 9<sup>th</sup>, 2001 were approved as presented; Minutes from the June 25<sup>th</sup>, 2001 noted an addition and change on item #8008.

OLD BUSINESS:

**8042** On the motion by Allen Martin, second by Phillip Martin, the Court approved action on quitclaim deed for property R 52866-approved by the Tax Assessor-Joyce Barrow.

— ‘Discuss and possibly take action on approval of final plat for Arrowood Estates Phase I and II in Pct. 2.’ Frank Owens ask this item to be placed on OLD BUSINESS for next court meeting due to Commissioner Green’s absence.

NEW BUSINESS:

**8043** On the motion by Kenneth Thornton, second by Phillip Martin, the Court approved the 20 hours of continuing education for Delores Shelton-County Treasurer.

**8044** On the motion by Judge Bobbitt, second by Allen Martin, the Court approved the quarterly investment report from County Treasurer-Delores Shelton.

**8045** On the motion by Thornton, second by Allen Martin, the Court approved the new Texas Association of Counties Trust Fund, which will provide health and dental through TAC. Previously, the county had an underwriting system, but currently with new system we are underwriting ourselves. Agreement was made to appoint Delores Shelton-County Treasurer as pool co-coordinator.

**8046** On the motion by Judge Bobbitt, second by Allen Martin, the Court approved a Proclamation designating August 5, 2001 as “National Kids Day” in Hunt County.

**8047** On the motion by Phillip Martin, second by Allen Martin, the Court approved the purchase of a vehicle for Constable Pct. 4-Cullen Smith for \$3,900.00. Constable Smith already has \$3,000 in his budget and will do a line item budget transfer within his budget for the additional \$900.00 needed for this purchase. The old vehicle will be sold at an auction with funds to be placed in General Fund of the Sheriffs Department since this vehicle was originally from that department.

**8048** On the motion by Phillip Martin, second by Thornton, the Court approved the transfer of a retired Ford pick up truck from Pct. 2- Commissioner Green to the Maintenance Department.

**8049** On the motion by Allen Martin, second by Phillip Martin, the Court placed Hunt County under a County Wide Burn Ban until further notice. According to Dorsey Driggers-Emergency Management Officer the KBID index is 512-meaning there is no moisture in the soil for 5”.

**8050** On the motion by Phillip Martin, second by Thornton, the Court approved the preliminary plat for Miles Addition in Pct. 3. Jerry Wisdom stated to the Court there are no existing county roads in this addition.

**8051** On the motion by Judge Bobbitt, second by Thornton, the Court approved the final plat for Blockdale Meadows Subdivision in Pct. 2. Judge Bobbitt advised Developer-Bobby Crowell to get the Health Department to sign off on this plat before the Court could sign.

**8052** On the motion by Phillip Martin, second by Allen Martin, the Court approved application for road upgrade of rock to oil on CR 3230 in Pct. 3. Money deposited in Escrow.

**8053** On the motion by Thornton second by Phillip Martin, the Court approved the road upgrade of 210’ of dirt to rock on CR 1120 in Pct. 1. Money deposited in Escrow.

**8054** On the motion by Allen Martin, second by Phillip Martin, the Court accepted bid from Darr Equipment for a 140H Caterpillar Motorgrader for \$164,701.00; with a 3-year repurchase agreement of \$134,760.00. Bid also has optional equipment attachment. Bid on file in Personnel Department.

**8055** On the motion by Thornton, second by Phillip Martin, the Court approved on unanimous vote a “letter of intent” between the City of Greenville and Hunt County for a future office space (approximately 5,000 square feet) for the Tax Assessor and Motor Vehicle Department on the 1<sup>st</sup> floor of the Old Greenville National Exchange Bank. Agreement on lease for at least 10 years at \$65,000 per year, with the City of Greenville providing plans and documentation, obtain bid for restoration and remodeling of the building, responsible for the upkeep and maintenance of the building, pays utilities,

parking for employees, with occupancy in October 2002. Consideration will be given to possible storage area in the basement due to the current water problems.

**8056** On the motion by Allen Martin, second by Phillip Martin, the Court approved the counties participation and sponsorship with the Greenville Economic Development Board for a \$5,000 contribution for the Local Fall Air Show at Raytheon celebrating their 50th year anniversary in September 2001. Funding through contingency funds.

— ‘Discuss any items pertaining to new County Jail.’ Agreement was made to dedicate the New Jail to the public before any prisoners are moved into the Jail.

HEAR AND DISCUSS:

— Mary Sue Cole-is to receive the 2000 Superior Service Award on August 14, 2001 at Texas A&M-Commerce.

— The Tax Office has also received the “County Best Practices Award” given by TAC concerning the re-sale program and sheriffs sale which generates revenues back into the county to be presented on August 16, 2001 at the Bob Bullock Texas State History Museum in Austin.

**8057** On the motion by Allen Martin, second by Phillip Martin, the Court approved accounts payable. Judge Bobbitt abstained from the vote.

**8058** On the motion by Allen Martin, second by Phillip Martin, the Court approved line item budget transfers except for the County Attorneys request. The Court stated more explanation is needed.

PERSONNEL AND PAYROLL:

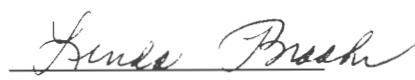
<b>County Auditor</b>	Raise Debbie Thomas Assistant Auditor, G5/P59 from \$21,865.00 per year to \$22,865.00 per year effective date 7-23-01.
<b>Sheriff</b>	Raise Laurie Foster Detention Officer G5/P45 from \$20,400.00 (G4 Jailer 1) to \$24,500.00 (G5 Jailer 2) effective date 7-23-01.
	Remove Rodney Allen due to his resignation, effective date 7-9-01.
<b>Tax Office</b>	Add Pamela Lusk as part time hourly Deputy Clerk at \$8.00 per hour, effective date 9-1-01.
	Add Anna Mc Gee as part time hourly Deputy Clerk at \$6.00 per hour effective date 7-16-01.

**8059** Approved on the motion by Allen Martin, second by Kenneth Thornton.

~~There was no Executive Session. Court Adjourned at 11:20AM. Minutes~~  
approved this 13 day of August 2001.

  
Hunt County Judge

Attest:

  
Hunt County Clerk



# 8055

FILED FOR RECORD  
LINDA BROOKS  
CLERK HUNT CO. TX  
01 JUL 25 PM 3:56  
BY: *[Signature]*  
DEPUTY

14

## DRAFT MEMORANDUM OF AGREEMENT

**This is a draft and in no way constitutes an agreement or contract by any of the parties listed herein.**

Please consider this letter a Memorandum of Agreement between the City of Greenville (the City) and the County of Hunt, Texas (the County) regarding the development and lease of the Greenville National Exchange Bank Building located at 2500 Washington Street in downtown Greenville, Texas.

Greenville, Texas is a home rule city located in Hunt County, Texas and is duly incorporated under the laws of the State of Texas.

The land and building located at 2500 Washington Street in Downtown Greenville, Texas, commonly referred to as the Greenville National Exchange Bank Building is owned by the City of Greenville. The Greenville Board of Development recently conveyed this property to the City of Greenville.

The City of Greenville desires to obtain financing to renovate the property in such a manner that it will be suitable to serve as offices for various governmental agencies. With the understanding that the County, by and through its Court of Commissioners, will enter into a lease of this property for a period of at least ten years, the City of Greenville will make diligent efforts to obtain financing for the purpose of renovating the property so that it will be configured in a manner suitable to the needs of the County.

The City will provide any plans, drawings, memorandum or other documents relating to the renovation of the property as may be requested by the County. The City will obtain bids for the project and will enter into a construction contract to complete the renovation of the property. The City of Greenville also will agree to a lease rate with the County of no greater than \$14.50 per square foot for a period of three years. The City agrees to have the building ready for occupancy no later than October 1, 2002.

Very truly yours,

/s/ Mayor Byron Chitwood  
City of Greenville, Texas

Attest for the County

Date

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

# 8045

JUN 25 2001

**TEXAS ASSOCIATION OF COUNTIES  
HEALTH AND EMPLOYEE BENEFITS POOL  
INTERLOCAL PARTICIPATION AGREEMENT**

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

This Interlocal Participation Agreement (the "Agreement") is made by and between HUNT COUNTY, a political subdivision of the State of Texas (the "Member"), acting through its [COMMISSIONERS' COURT OR OTHER GOVERNING BODY], and the Texas Association of Counties Health and Employee Benefits Pool ("HEBP"), as authorized by the Texas Interlocal Cooperation Act (TEX. GOV'T CODE, Chapter 791), acting on its own behalf and on behalf of each other political subdivision having membership in the HEBP.

## 1. RECITALS

1.1 The Member is a political subdivision of the State of Texas as "political subdivision" is defined in Chapter 172 of the Texas Local Government Code.

1.2 As a political subdivision of the State of Texas, the Member performs certain governmental functions and services as those terms are defined under Section 791.003 of the Texas Government Code.

1.3 The Member desires to contract with HEBP in order to obtain health and employee benefit plans and administrative services relating to health and employee benefit plans for its officials, employees, and retirees, and their eligible dependents, including accident, health, dental, life, disability and other appropriate coverages.

1.4 The Member acknowledges that this Agreement is a contract with HEBP and each political subdivision that is a member of HEBP and that HEBP may contract with other political subdivisions wishing to participate, at the discretion of HEBP.

1.5 The Member's governing body has agreed to the terms and conditions of this Agreement and has acted by majority vote, at a duly called and posted public meeting, to authorize the execution of this Agreement and participation in HEBP

## 2. AGREEMENT

2.1 Entry Into HEBP. For and in consideration of the premises and the mutual agreements set forth below, and other good and valuable consideration, the Member enters into this Agreement for the purpose of joining HEBP, thereby achieving efficiencies and economies of scale in connection with the provision of health and employee benefits for the Member's officials, employees, and retirees, and their eligible dependents.

2.2 HEBP Not an Insurer. HEBP is not an insurer. All benefits provided by HEBP are authorized pursuant to the Texas Political Subdivision Uniform Group Benefits Program (Chapter 172, Local Government Code), the Interlocal Cooperation Act (Chapter 791, Government Code) and other applicable provisions of Texas law.

Board Approved 7/5/01



2.3 Administrative Contract with the Texas Association of Counties. HEBP has contracted with the Texas Association of Counties ("TAC") to administer the business and supervise the performance of the Agreement and the operation of HEBP.

2.4 Transfer of Assets. Each political subdivision that is or was a participant in the Texas Association of Counties Insurance Trust Fund (the "Fund") hereby acknowledges that Fund will expire under the terms of the Restated Agreement and Declaration of Trust on October 1, 2001 and acknowledges, consents to and ratifies in full the transfer of the assets of the Fund to HEBP.

2.5 Merger. Each Member that is or was a participant in the Texas Association of Counties Employee Benefits Pool hereby acknowledges, consents to and ratifies in full the merger of the Employee Benefits Pool into HEBP, which will be effective on September 30, 2001.

### 3. TERMS AND CONDITIONS

3.1 Termination. This Agreement shall commence as of the date of execution by the second party to sign the Agreement. This Agreement shall be automatically renewed annually for an additional one-year term without the necessity of any action by the parties other than payment of the appropriate premium or contribution. Either party may elect not to renew this Agreement by giving written notice at least thirty (30) days prior to the end of the original term or any renewal term.

3.2 Agreement Binds Members. Each Member agrees to be bound by this Agreement and the Bylaws, policies and procedures of HEBP, which collectively establish the conditions for membership in HEBP. The Bylaws, of HEBP are incorporated by reference and made a part of this Agreement for all purposes as if fully set out herein. Any amendment to the Bylaws shall become binding on the Member immediately upon its adoption.

3.3 Benefit Plans. HEBP shall make available health and employee benefit plans for the officials, employees, retirees, and eligible dependents of the Member, including accident, health, dental, life, disability and other appropriate coverages (the "Benefit Plans"). Such benefits will be provided under the authority of the laws of the State of Texas, including the Texas Political Subdivision Uniform Group Benefits Program (Chapter 172, Local Government Code), the Interlocal Cooperation Act (Chapter 791, Government Code) and other applicable provisions of Texas law. Each Member will adopt its own Schedule of Benefits from those made available by HEBP. The Benefit Plans may be insured, self-insured, pooled liabilities, or any combination thereof.

3.4 HEBP Procedures and Bylaws. Every Member shall furnish all the information that HEBP deems necessary and useful for the purposes of this Agreement and shall abide by the procedures and Bylaws adopted for the administration of the Benefit Plans.

3.5 Third-Party Administrator. HEBP may contract with one or more third-party administrators.

3.6 Payments and Conditions. Payments and contributions shall be made by the Member to HEBP at Austin, Travis County, Texas on the dates and in such amounts as HEBP requires. Interest, beginning the first day after the due date and continuing until paid, shall accrue at the maximum rate allowed by law on the balance of any payment or contribution not paid when due. Contributions and other payments received by HEBP from its Members will be held and managed for the benefit of the Members of the Pool, not the individual officials, employees, retirees of the Member, or the dependents of these officials, employees or retirees.

3.7 Insurance and Reinsurance. HEBP may purchase insurance, stop loss or excess loss coverage, and/or reinsurance as provided by law, and each Member is subject to the terms and conditions of any such insurance, stop loss or excess loss coverage, or reinsurance.

3.8 Coordinators. Each Member hereby designates and appoints, as indicated in the space provided below, a Pool Coordinator of department head rank or above and agrees that HEBP shall not be required to contact or provide notices to any other person. Further, any notice to, or agreement by, a Member's Pool Coordinator, with respect to service or claims hereunder, shall be binding on the Member. Each Member reserves the right to change its Pool Coordinator from time to time by giving written notice to HEBP.

3.9 Audits. HEBP shall be audited annually by an independent certified public accountant, and the audit shall be filed as required by the laws of the State of Texas including, but not limited to, Chapter 172 of the Local Government Code.

3.10 Plan Administrator. Each Member, as its own Plan Administrator, retains the right, duties and privileges of the Plan Administrator and acknowledges it has responsibility for compliance with all state and federal laws applicable to employee benefits for its employees and plan participants.

3.11 Member Responsible. Each Member acknowledges that to the extent its Benefit Plan is self-insured, it remains responsible for the payment of benefits under the Benefit Plan in the event HEBP fails to make such payments.

#### **4. ADMINISTRATIVE PROVISIONS**

4.1 Amendment. This Agreement shall not be amended or modified other than in a written agreement signed by the parties, or as otherwise provided under this Agreement.

4.2 Applicable Law. This Agreement is entered into, is executed and is totally performable in the State of Texas, County of Travis, and all questions pertaining to its validity or construction shall be determined in accordance with the laws of the State of Texas.

4.3 Acts of Forbearance. No act of forbearance on the part of either party to enforce any of the provisions of this Agreement shall be construed as a modification of this Agreement, nor shall the failure of any party to exercise any right or privilege herein granted be considered as a waiver of such right or privilege.



4.4 Notices. Any notice required to be given or payment required to be made to HEBP shall be deemed properly sent if addressed to:

Texas Association of Counties  
Health and Employee Benefits Pool  
Attention: HEBP Manager  
1204 San Antonio  
Austin, Texas 78701

and deposited in the United States mail with proper postage. HEBP may change its address by giving notice to the Members. However, with respect to any notices regarding claims under a Member's coverages, any particular provisions in the applicable Benefit Plan obtained by the Member prevail and govern the matter of such notices.

4.5 Effect of Partial Invalidity; Venue. If any part of this Agreement is declared invalid, void or unenforceable, the remaining parts and provisions shall continue in full force and effect. It is further agreed that venue for any dispute arising under the terms of this Agreement shall be in Austin, Travis County, Texas.

4.6 Exclusive Right to Enforce. HEBP and the Member have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

### EXECUTION

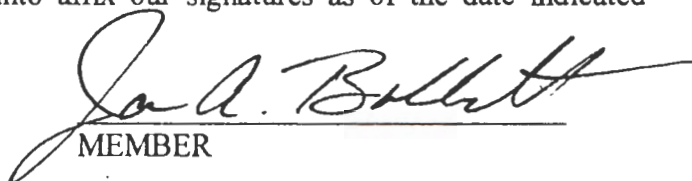
IN WITNESS WHEREOF, we hereunto affix our signatures as of the date indicated below.

TEXAS ASSOCIATION OF COUNTIES  
HEALTH AND EMPLOYEE BENEFITS  
POOL

By: 

Executive Director, or  
Authorized designee for  
Texas Association of Counties

Date: July 23, 2001

  
MEMBER

By: HUNT COUNTY JUDGE  
Title

Date: JULY 23, 2001

POOL COORDINATOR  
Name: Delores Shelton, <sup>County</sup> Treasurer  
Address: P O Box 1097  
Greenville, TX 75403-1097  
Phone Number: 903-408-4171



JOE A. BOBBITT  
HUNT COUNTY JUDGE  
(903) 408-4146  
(903) 408-4299 Fax

## HUNT COUNTY

POST OFFICE BOX 1097 • GREENVILLE, TEXAS 75403-1097

# 8046

### Proclamation National Kids Day

FILED FOR RECORD  
at 4 o'clock P M

JUN 25 2001

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

Whereas, the children of Hunt County are the foundation on which our future success is built; and

Whereas, the children seek parents, mentors and friends to aid them in reaching important goals; and

Whereas, families and communities play vital roles in helping children develop a positive self image, sense of belonging and a sense of competence; and

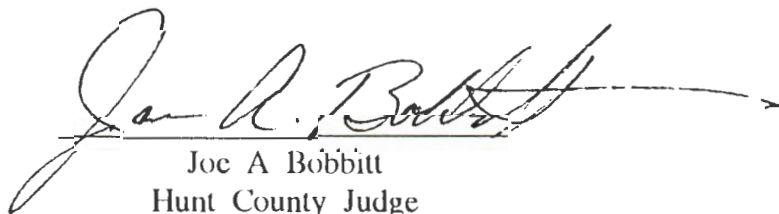
Whereas, the National Kids Day is a special day set aside each year to encourage and remind adults that the meaningful time they share with children is important to their development; and

Whereas, the National Kids Day Alliance, comprised of Boys & Girls Clubs of America, 4-H, members of GISD and YMCA, together reach more than 20 million youth via their services and community involvement; and

Whereas, the National Kids Day Alliance is working to establish National Kids Day on the national calendar;

Now, Therefore, I Joe A. Bobbitt Judge of Hunt County do hereby proclaim August 5<sup>th</sup>, 2001 as National Kids Day in Hunt County, Texas,

And call upon all citizens to join with me in recognizing and commending the National Kids Day Alliance organizations in our area for providing their everyday contributions and commitment to improving the lives of the children and young adults in our communities.

  
Joe A Bobbitt  
Hunt County Judge