

COMMISSIONERS COURT
REGULAR SESSION
August 27, 2001

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

OLD BUSINESS:

8083 On the motion by Phillip Martin, second by Allen Martin, the court approved the final plot for Miles Addition in PCT 3. The Court noted affidavit was received by developer – Thomas O’Quin agreeing to bear the cost of the water Well for each lot when each lot is sold. This statement is also shown on face of final plqt. *See Attachment.*

8084 On the motion by Ralph Green, second by Kenneth Thornton, the Court approved plat of Blockdale Meadows Subdivision in PCT 2 with the modification stipulation of 30’ road dedication along CR 2548. Commissioner Green asked the Court to go ahead and approve. Additional copy of mylar for Appraisal Office to be provided by Commissioner Green.

NEW BUSINESS:

8085 On the motion by Thornton, second by Allen Martin, the Court approved the 2 week removal of the county wide burn ban. Dorsey Driggers – Emergency Management, stated some parts of the county has received rain and some parts have not, advising everyone to be careful.

— Discuss and possibly take action on implement plan for valuation of infrastructure in accordance with GASB # 34: The Court agreed to drop from the agenda until September 24, 2001.

8086 On the motion by Green, second by Phillip Martin, the court approved the Fiscal Year 2001-2002 First Administrative Judicial Region Assessment of \$4,239.10 which helps provide Circuit Judges and Visiting Judges for District Courts.

8087 On the motion by Green, second by Allen Martin, the Court agreed not to pay the claim received from Southwestern Bell against Hunt County for repair to cables due to installation of their lines at an incorrect depth. The Court approved County Attorney to use letter for claims the county is not liable for.

8088 On the motion by Phillip Martin, second by Thornton, the court approved application for 7/10 of road upgrade of gravel to oil for CR 3405. Commissioner Phillip Martin stated money has been deposited into Escrow.

8089 On the motion by Phillip Martin, second by Thornton, the Court accepted 2/10 of a mile of CR 3529 in Schillingers Estates into the counties maintenance system after final inspection by Commissioner Martin and Thornton.

8090 On the motion by Thornton, second by Green, the Court approved the final plat for 380 ranchettes in PCT 1. Commissioner Thornton stated the road has been dedicated, health department fees have been paid and health statements added to plat.

8091 On the motion by Green, second by Thornton, the Court approved request to advertise bids for bush cutters, all precincts.

8092 On the motion by Green, second by Phillip Martin, the court approved Interlocal Agreements for work to be done for the cities between Hunt County and the cities of Celeste, Hawk Cove, Lone Oak and Wolfe City. *See Attachments.*

— Discuss and possibly take action on any items pertaining to the New Justice Center.’
No items to discuss.

8093 On the motion by Allen Martin, second by Green, the Court approved accounts payable. Judge Bobbitt abstained from the vote.

8094 On the motion by Green, second by Phillip Martin, the court approved line item budget transfers excluding request made by Delores Shelton – County Treasurer to give payroll clerk Brenda Cook a \$1,000 a year raise. Commissioner Green stated raises are not given in line item budget transfers. The proper avenue for this is in budget workshop.

PERSONNEL AND PAYROLL:

Commissioner PCT 2:	Change Tom Spradling Equipment Operator from G6 \$24,214.00 to G5 \$23,214.00 reduce from Assistant Foreman to Equipment Operator effective 8-20-01.
Information Systems:	Remove Jason Hammack due to her resignation in order to start his student teaching, effective date August 17, 2001.
JP PCT 1 PL 1GloriaPeters:	Add Elizabeth Robnett as part time clerk/part time hourly at \$7 per hour, effective date August 6, 2001.

Sheriff:

Add Edward Brown as Jailer 1/G4, P46 at \$20,400 annually, effective date August 13, 2001.

8095 Approved in the motion by Thornton, second by Allen Martin.

————— There was the Executive Session. The Court Adjourned at 10:40.

Minutes approved this 10 day of September, 2001


Hunt County Judge

Attest:


Hunt County Clerk

FILED FOR RECORD

at 4 o'clock P M

AUG 27 2001

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

8083

August 27, 2001

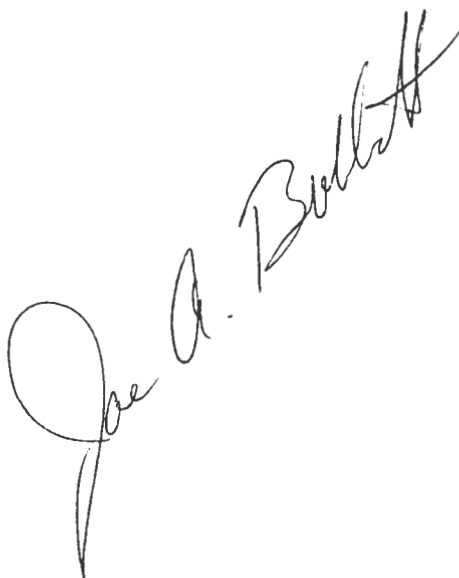
Honorable Hunt County Judge and Commissioners
Hunt County Courthouse
Greenville, Texas

Dear Judge and Commissioners:

With regard to Miles Addition, a proposed addition to Hunt County consisting of 25.193 acres divided into six lots, I, Thomas O'Quinn, the developer of said Addition, agree to bear the cost of the water well for each lot when each lot is sold. This statement is also shown on the face of the Final Plat to be recorded in the Plat Records of Hunt County upon approval of the plat.

Respectfully,

Thomas O'Quinn
Developer of Miles Addition

A handwritten signature in cursive script, reading "Joe A. Bullitt". The signature is written in dark ink and is slanted upwards from left to right.

8092

INTERGOVERNMENTAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the 1st day of September 2001 by and between the City of Lone Oak and Hunt County, a political subdivision of the State of Texas.

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

AUG 27 2001

FILED FOR RECORD
at 4 o'clock PM

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 1st day of September 2001. 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, 2001 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: Philip A. Mott
Title: Det 3
Date: 8-27-2001

CITY OF LONE OAK
COUNTY OF HUNT
STATE OF TEXAS

By: Harold Sherman
Title: Mayor
Date: 9-10-2001

ATTEST: City Secretary

Laura Lockery



8092

INTERGOVERNMENTAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the 1st day of September 2001 by and between the City of Hawk Cove and Hunt County, a political subdivision of State of Texas.

By Linda Bricks
County Clerk of Hunt County, Texas

AUG 27 2001

FILED FOR RECORD
at 12 o'clock P M

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:

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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.

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COUNTY OF HUNT
STATE OF TEXAS

By: Phillip G. Mark
Title: Pet 3
Date: 8-27-2001

CITY OF HAWK COVE
COUNTY OF HUNT
STATE OF TEXAS

By: Ara Hansen
Title: Mayor
Date: 9/13/01

Mayor Pro-Tem
ATTEST: ~~City Secretary~~

Ben Kinsler

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COUNTY OF HUNT
STATE OF TEXAS

By: Henner D. Hunter
Title: Commissioner Pet #1
Date: 08/27/01

CITY OF CELESTE
COUNTY OF HUNT
STATE OF TEXAS

By: [Signature]
Title: Mayor
Date: 08/29/01

ATTEST: City Secretary

Donna Henslee

8092

INTERGOVERNMENTAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the 1st day of September 2001 by and between the City of Wolfe City 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:

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SECTION 3. COMPENSATION

By JINDA BROOKS
County Clerk, Hunt County, Tex

AUG 27 2001

FILED FOR RECORD
at 4 o'clock PM

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COUNTY OF HUNT
STATE OF TEXAS

By: Rennett D. Spurgeon
Title: Comm. Pct 1
Date: 08/27/01

CITY OF WOLFE CITY
COUNTY OF HUNT
STATE OF TEXAS

By: Robert C. Lewis
Title: Mayor
Date: 11/26/01

ATTEST: City Secretary

Mildred Pack

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