#### COMMISSIONERS COURT REGULAR SESSION

November 13, 2001

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.

#### **OLD BUSINESS:**

- 'Discuss and possibly take action on Blue Cross Blue Shield as it relates to over 65 years of age retirees Delores Shelton:' Mrs. Shelton advised the Court, per TAC, there are only 2 ways to handle this issue:
  - 1) County may choose to pay 75% of premium on over 65 retirees per employee.
  - 2) Over 65 age retirees may choose silver choice, which is a supplement to medicare, whereby dependants children or spouse who aren't 65, per TAC could remain on BC BS at their cost.
- 8172 On the motion by Phillip Martin, second by Ralph Green, the Court declined to pay 75% of health insurance for all retirees and approved the spouse and dependants of over 65 years of age retirees to continue to be offered BC BS as a reimbursement to the County, as has been done in the past, at their expense.
- 8173 On the motion by Allen Martin, second by Green, the Court approved retirees insurance availability for 18 months through Cobra, and at that time go the Blue Choice or to any insurance of their choice.
- 8174 On the motion by Green, second by Phillip Martin, the Court accepted low bids

  for rock hauling as listed: Pct 2 J. Nichols Trucking Pcts 1

  All bids on file in Personnel Dept

  3

  Fairlie Gin and Seed
- 8175 On the motion by Phillip Martin, second by Kenneth Thornton, the Court approved all bids received for rock (all have met insurance requirement and all originate from different locations.) All bids on file in Personnel Dept.

#### **NEW BUSINESS:**

the collections.

— 'Discuss Freedom of the Press – Kuumba Heritage News:' Theresa Thrash and Willie Hobby were present to discuss the county's policy of not using the Kuumba Heritage Newspaper in the competitive bidding process. Judge Bobbitt explained the County's Purchasing Act, as per Texas Practice Vol 35 sec 18.7, requiring a notice of a proposed purchase by the County to be published in a newspaper of general circulation, which he feels that the Herald Banner is a newspaper of general circulation and has more circulation which reaches more people. Also, he explained Sec 262.0241 of the Local Government Code on competitive bedding procedures adopted by the County Purchasing Agents. Judge also noted the Court has no authority to set policy to tell any elected official who we can advertise with, other than following state statue.

Resolution in support of the Hydro Aluminum Metal Products, NA. (remelt plant) upon the request of the Commerce Economic Development Corporation. This project is eligible for tax abatement and other economic development incentives. This new business will bring 37 million to the County and approximately 100 jobs to our County.

8177 On the motion by Thornton, second by Allen Martin, the Court approved a Resolution in support for Adult Protective Services opening of the Silver Star Room November 14, 2001 at 12:00 Noon. Adult Protective Services is responsible for protecting the elderly and persons with disabilities from abuse, neglect or exploitation. The Courthouse will act as a collection center for agencies and individuals to make contributions to the Silver Star Room. Diane Terry has been appointed to be in charge of

— 'Discuss miscellaneous road vandalism in Pct 3 – Jerry Speight:' Mr. Speight, Oscar Hill & Logan Wilson, all of whom live on Lamer Street off I-30, were present in court, stating someone has been destroying mail boxes for several years. After our road was resurfaced and while the oil was still fresh individuals would dig out, making large ruts, which severely damaged the road in several places. This is very costly and is destroying public property. Mr. Speight ask the Court for help in remeding this problem, possibly an investigation and charges being filed. Judge Bobbitt suggested first making everyone aware of the problem, locating an eye witness, getting a license number and then possibly

filing charges. Another suggestion was to have a neighborhood watch meeting and ask a Sheriff's Deputy and a Commissioner to be present. The problem is vandalism is done in areas where no one has observed this activity, there are no eyewitnesses. Mr. Speight stated the Post Office is also involved due to the destruction of mailboxes, making a hardship on mail delivery.

8178 On the motion by Phillip Martin, second by Thornton, the Court accepted CR 3139 (1.494 miles) and CR 3140 (.489 miles) in Hidden Valley Estates into the County maintenance system in Pct 3, effective this date- November 13, 2001. Commissioners Phillip Martin and Kenneth Thornton recently inspected these roads, stating roads have been in normal use for 1 year and are still in good condition.

8179 On the motion by Green, second by Thornton, the Court approved application for road upgrade on CR 2706 and CR 2710 from dirt to rock. Funds deposited into Escrow.

8180 On the motion by Allen Martin, second by Phillip Martin, the Court approved application for road upgrade of dirt to rock on CR 4510 in Pct 4. Funds deposited into Escrow.

8181 On the motion by Phillip Martin, second by Allen Martin, the Court approved application for road upgrade of dirt to rock on CR 3202 in Pct 3. Funds deposited into Escrow.

8182 On the motion by Phillip Martin, second by Green, the Court approved replat of Lot 8 in Hideway Estates - Phase 2 in Pct 3. Commissioner Phillip Martin stated the restrictions allowed this lot to be split into 2 different lots. The County Attorney was also contacted concerning this issue.

8183 On the motion by Phillip Martin, second by Green, the Court approved the final plat for 101 Subdivision in Pct 3, located at Interstate 30 and FM 499, stating no county roads are in this subdivision.

8184 On the motion by Green, second by Thornton, the Court approved the final plat for Gentry Ranch Estates in Pct 2 presented by Bobby Crowell. Commissioner Green stated road was completed this summer.

- 8185 On the motion by Green, second by Phillip Martin, the Court approved the final plat for Lone Star Farms in Pct 2. Frank Owens was out of town, mylars to be brought in for signatures at a later date.
- 'Discuss and possibly take action in preliminary and final plat for Dixon Oaks in
   Pct 3 Bob Adams or Mike Heine.' Drop from the Agenda.
- 8186 On the motion by Green, second by Thornton, the Court approved the final plat for Kingsbrook Addition in Pct 2 presented by Jerry Wisdom.
- 8187 On the motion by Green, second by Thornton, the Court approved the final plat for Union Hill Estates in Pct 2, with a 30 ft road dedication, presented by Howard Burton.
- 8188 On the motion by Green, second by Phillip Martin, the Court approved the final plat for Hamlin Estate in Pct 2 presented by Bruce Hamlin.
- 'Discuss and possibly take action on Employee Policy revision for personal illness:'

  After much discussion, the Court agreed to place on <u>Old Business</u> next court to allow time to draft proper wording for revision.
- 8189 On the motion by Phillip Martin second by Allen Martin, the Court approved the Continuing Education Hours for the following elected officials:

County Judge – Joe Bobbitt 22 hours

Commissioner Kenneth Thornton 10 hours

Commissioner Ralph Green 10 hours

Commissioner Phillip Martin 12 hours

Commissioner Allen Martin 12 hours

8190 On the motion by Allen Martin, second by Phillip Martin, the Court renewed the Intergovernmental Services Agreement between the City of Neylandville and Hunt County and also Texas A&M University and Hunt County.

Judge Bobbitt excused himself at 2:45 pm and appointed Commissioner Green to be acting Judge.

8191 On the motion by Thornton, second by Phillip Martin, the Court accepted all bids received for Janitorial supplies for evaluation. All bids on file in the Personnel Office.

- 'Discuss and possibly take action on any item pertaining to the new jail:' There were no items to discuss. Commissioner Green stated jail inspection by Jail Standards Commission is set for November 29, 2001.
- **8192** On the motion by Allen Martin, second by Phillip Martin, the Court approved accounts payable.
- **8193** On the motion by Thornton, second by Phillip Martin, the Court approved line item budget transfers.

### PERSONNEL AND PAYROLL:

Commissioner Pct 2:	Effective 11-12-01 extending full benefits to hourly employee Danny Huddleston G4 pct truck driver.
Maintenance:	Remove Edwin "Ed" Totman, effective 11-09-01.  Raise Brian Brown Maintenance Tech-1 G4/P42 from \$18,151.00 to \$20,400.00 per year, effective 11-13-01.
Sheriff's Dept:	Remove the following personnel due to their resignations:  Larone Jeffery-Detention Officer 10-26-01
8180	Russell Alford-Detention Sgt. 10-26-01 Randi Bryant- Detention Officer 10-27-01 Tommy Johnson-Jail Cook 10-30-01
	Add Jeremy Roden as Jailer – 1 G4/P46 at \$20,400.00 annually, effective 10-31-01.
	Add Jerry Harrell as Jailer – 1 G4/P46 at \$20,400.00 annually, effective 11-5-01.
8188	Add Almonia Beacham as Jailer – 1 G4/P46 at \$20,400.00 annually, effective 11-1-01
	Add Robert Seale as Jailer – 1 G4/P46 at \$20,400.00 annually, effective 10-22-01.

8194 Approved on the motion by Allen Martin, second by Phillip Martin.

Judge Bobbitt returned to court at 3:15pm.

— The Court went into Executive Session as permitted by the Texas Government Code Sec 551.071 to consult with attorney with no action taken.

	Court Adjourned.	Minutes approved this	26	day of November,
2001.				

Hunt County Judge

Attest:

Hunt County Clerk
By: Jan Plewis, Deputy



# HUNT COUNTY

POST OFFICE BOX 1097 • GREENVILLE, TEXAS 75403-1097

HUNT COUNTY TREASURER DELORES SHELTON (903) 408-4171 FAX (903) 408-4285

8172

PAYROLL/BENEFITS COORDINATOR BRENDA COOK (903) 408-4179

October 22, 2001

Judge Joe A. Bobbitt Commissioner Kenneth Thornton Commissioner Ralph Green Commissioner Phillip Martin Commissioner Allen Martin at \_\_\_\_o'clock \_\_\_\_N

NOV 13 2001

County Glerk, Hunt County, Tex.

Dear Commissioner's Court,

As shown on the third page of the attached letter, Hunt County must pay 75% or more of retiree insurance premiums to allow over-65 retirees to remain on BCBSTX coverage. This premium amount is  $453.83 \times 75\% = 340.38$  (cost to H.C.) per retired employee.

CountyChoice Silver is a supplemental insurance and is available to our over-65 retirees through T.A.C. at a very competitive price.

Hunt County declines to pay 75% of health insurance for all retirees.

Hunt County agrees to pay 75% of health insurance for all retirees.

Hunt County agrees to pay 75% of health insurance for over-65 retirees.

As approved by Commissioners' Court this 22<sup>nd</sup> day of October 2001.

As approved by commissioners count this 22 day of october 2001

Joe A. Bobbitt, Hunt County Judge



# **HUNT COUNTY**

POST OFFICE BOX 1097 • GREENVILLE, TEXAS 75403-1097

HUNT COUNTY TREASURER
DELORES SHELTON
(903) 408-4171
FAX (903) 408-4285

8172

PAYROLL/BENEFITS COORDINATOR
BRENDA COOK
(903) 408-4179

October 22, 2001

Judge Joe A. Bobbitt
Commissioner Kenneth Thornton
Commissioner Ralph Green
Commissioner Phillip Martin
Commissioner Allen Martin

FILED FOR RECORD

NOV 13 2001

County Clerk Hunt County, Tex

Dear Commissioner's Court,

Texas Association of Counties has requested we submit them with our policy pertaining to over-65 retirees with dependants who are not yet over 65. Do we allow the dependants to remain on BCBSTX until they reach the age of 65 or do we offer Cobra Insurance for 18 months?

Please remember some dependants may be more than 18 months younger than the retired employee. The dependant may also have a lot of health problems that may affect our future premiums in a negative manner.

Hunt County will offer Cobra Insurance for retiree dependants.

Hunt County will offer BCBSTX for retiree dependants who are under the age of 65.

As approved by Commissioners' Court this 22<sup>nd</sup> day of October 2001.

Joe A. Bobbitt, Hunt County Judge

RESOLUTION NO. 8/76

### A RESOLUTION APPROVING THE PROJECT KNOWN AS HYDRO ALUMINUM METAL PRODUCTS, N. A. UPON REQUEST OF THE COMMERCE ECONOMIC DEVELOPMENT CORPORATION

THE STATE OF TEXAS

**COUNTY OF HUNT** 

WHEREAS, the COMMERCE ECONOMIC DEVELOPMENT CORPORATION ("CEDC") has assisted Hydro Aluminum Metal Products, N.A. to select Hunt County for the construction of an aluminum remelt plant; and,

WHEREAS, it is expected that Hydro Aluminum Metal Products, N.A. will bring economic development to Hunt County; and,

WHEREAS, HUNT COUNTY COMMISSIONERS COURT supports the development of the Hydro Aluminum Metal Products, N.A. plant in Hunt County; and,

NOW, THEREFORE, BE IT RESOLVED by the COMMISSIONERS COURT OF HUNT COUNTY that the project known as the Hydro Aluminum Metal Products, N.A. Plant, which was presented by the Commerce Economic Development corporation, is an eligible project for tax abatement and other economic development incentives and is hereby approved.

HUNT COUNTY

By: JOE BOBBITT, County Judge

Date: //- /3-0/

ATTEST:

By: Drook
Linda Brooks, Hunt County Clerk

Date: //- /3-0/

NOV 1 3 2001

County of the No: 8/77

## Resolution



Date: November 13, 2001

STATE OF TEXAS COUNTY OF HUNT

BE IT REMEMBERED, at a regular meeting of the Commissioners' Court of Hunt County, Texas, held on the 13<sup>th</sup> day of November, 2001 the following Resolution was adopted:

WHEREAS, Adult Protective Services has a statutory responsibility for protecting the elderly and persons with disabilities from abuse, neglect and exploitation; and

WHEREAS, Clients of Adult Protective Services often have needs that exceed Agency resources; and

WHEREAS, Adult Protective Services relies on partnerships with concerned organizations and individuals to meet the range of clients' needs; and

WHEREAS, Adult Protective Services has established the Silver Star Room, through which the Agency may accept donations of goods to serve clients; and

WHEREAS, The Silver Star Room will celebrate its opening on November 14, 2001.

NOW THEREFORE BE IT RESOLVED that the Hunt County Commissioners' Court does hereby recognize Adult Protective Service for its critical role in protecting the health and safety of elder and disabled persons, and does welcome concerned agencies and individuals to make contributions to the Silver Star Room to benefit such clients.

APPROVED this 13th day of November 2001, by Hunt County Commissioners' Court.

SIGNED:

Joe Bobbitt County Judge

Kenneth Thornton

Commissioner, Pct. 1

commissioner, Pct. 2

Ralph Green

Phillip Martin J

Commissioner, Pct. 3

Allen Martin

Commissioner, Pct. 4

# 8189

# **TEXAS ASSOCIATION OF COUNTIES**

## JUDICIAL EDUCATION RECORD

**Reporting Period:** 

9/1/00-8/31/01

Term:

1/1/95 - 12/31/02

Hon. Joe Bobbitt

Judge

**Hunt County** P.O. Box 1097

Greenville, TX 75403-1097

FAX:

Phone: (903) 408-4146

(903) 408-4299

9/1/00	Carry Forward From -9/1/99-8/31/00	4.00
9/24/00	County Judges & Commissioners Association	2.00

Annual Conference, Corpus Christi

may carry forward to the next reporting period 6 hours.

3/29/01 Texas College of Probate Judges S. Padre 12.00

Island

6/5/01 North & East Judges & Commissioners 4.00 Conference Conroe, Tx June 4-7, 2001

You have met your education requirement for this reporting period. You

#### If you are EXEMPT, please disregard the above education requirement.

According to the Court of Criminal Appeals Rules of Judicial Education Rule 2 d. "A constitutional county judge is exempt from the continuing judicial education requirement for any fiscal year for which the judge files an affidavit with the Registrar stating that the judge does not perform judicial functions."

Judges claiming this exemption must submit an affidavit claiming exemption each reporting period to the Texas Association of Counties.

6/15/01

If this report does not agree with your records call Dwayne Holman at 1-800-456-5974.

Office of Continuing Education of Continuing Education

NOV 1 3 2001

By Clerk, Hynt County, Tex

Kenneth D. Thernton

has earned **1** Continuing Education Unit(s) for satisfactory completion of **10** hours of organized instruction in

2001 Educational Conference and Annual Business Meeting North & East Texas County Judges and Commissioners Association

June 4, 2001 - June 7, 2001

North & East Texas County Judges and Commissioners
Association

Activity Director

Sole T. Wood

Office of Continuing Education

July 26, 2001

Date



Office of Continuing Education certifies that

At NOV 1 3 2001

LINDA BROOKS

# Ralph Green

has earned 1 Continuing Education Unit(s) for satisfactory completion of 10 hours of organized instruction in

2001 Educational Conference and Annual Business Meeting North & East Texas County Judges and Commissioners Association

June 4, 2001 - June 7, 2001

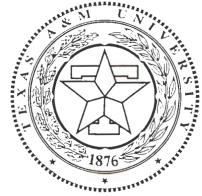
North & East Texas County Judges and Commissioners Association

Activity Director

Office of Continuing Education

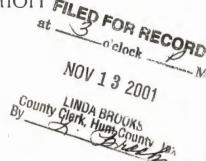
September 25, 2001

Date



Office of Continuing Education FILED FOR RE

Phillip A. Martin



has earned **1.2** Continuing Education Unit(s) for satisfactory completion of **12** hours of organized instruction in

2001 Educational Conference and Annual Business Meeting North & East Texas County Judges and Commissioners Association

June 4, 2001 - June 7, 2001

North & East Texas County Judges and Commissioners
Association

Activity Director

Activity Director

Office of Continuing Education

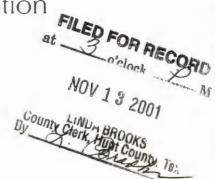
July 26, 2001

Date



Office of Continuing Education certifies that

Allen L. Martin



has earned **1.2** Continuing Education Unit(s) for satisfactory completion of **12** hours of organized instruction in

2001 Educational Conference and Annual Business Meeting North & East Texas County Judges and Commissioners Association

June 4, 2001 - June 7, 2001

North & East Texas County Judges and Commissioners Association

Ilvan Oohman	
Activity Director	
A ,	
Lale T. Wood	
Office of Continuing Education	
July 26, 2001	
Date	



8190

## INTERGOVERNMENTAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the 1<sup>st</sup> day of January 2002 by and between the City of Neylandville and Hunt County, a political subdivision 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 January 2002. 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 January 1, 2002 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.

FILE COPY

#### **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 judgments, 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.

	By: Marian Precinct 4  Date: 11/13/01
	CITY OF NEYLANDVILLE COUNTY OF HUNT STATE OF TEXAS
	Ву:
	Title:
	Date:
ATTEST: City Secretary	

8190

# INTERGOVERNMENTAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the 1<sup>st</sup> day of January 2002 by and between Texas A & M University and Hunt County, a political subdivision of the State of Texas.

#### **SECTION 1. TERM**

1.01 Term. The term of this agreement shall commence on the 1<sup>st</sup> day of January 2002. 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 January 1, 2002 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 Hunt County will do the dirt work for repairs at the firing range.
- 2.02 Hunt County will do dirt work on access road to firing range.
- 2.03 Hunt County will mow grass on large ditch on campus as per Commissioner Allen Martin, Pct. 4.

### **SECTION 3. COMPENSATION**

Texas A & M University agrees to let Hunt County law enforcement have use of the firing range.

FILE COPY

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

Any civil liability relating to the furnishing of services under this agreement shall be the responsibility of Texas A & M University. The parties agree that the County shall be acting as agent for Texas A & M University in performing services contemplated by this agreement. Texas A & M University shall hold the county free and harmless from any obligation, costs, claims judgments, attorneys' fees, attachments, and other such liabilities arising from or growing out of the services rendered to Texas A & M University 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. AMENDMENT**

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

#### **SECTION 6. 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 7. AGREEMENTS**

This Agreement is the only agreement with the County or any other party pertaining to the firing range within Texas A & M University.

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: Al Falm
Title: Commissioner, Presinct 4
Date: 11/13/01
TEXAS A & M UNIVERSITY
COUNTY OF HUNT
STATE OF TEXAS
By: ¿
Title:

Date: