

**COMMISSIONERS COURT  
REGULAR SESSION**  
*August 11, 2003*

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 as submitted with change added.

NEW BUSINESS:

**8817** On the motion by Ralph Green, second by Phillip Martin, the Court approved appointment of Ken Crutchfield to the Dallas Area North Star Authority (DANSA) Board.

**8818** On the motion by Martin, second by Jim Latham, the Court approved acceptance of high bid, on recommendation of the tax office, on the following resale properties R71146 which is an empty lot located at 2107 Marshall St. Greenville TX for \$450.00 to Jim Hidalgo. *See Attachments.*

**8819** On the motion by Martin, second by Latham, the Court approved Correction Deed for property R103552 – Tri Vet area of Quinlan (high bid previously accepted and approved which required correction to legal description due to data base error.) To be refiled in Hunt County Deed Records.

**8820** On the motion by Latham, second by Martin, the Court approved 4 hours of continuing education for Judge Joe Bobbitt from Texas A & M University.  
*See Attachment.*

**8821** On the motion by Kenneth Thornton, second by Green, the Court approved 500 ft of road upgrade from dirt to rock on CR1138 in Pct. 1. Money deposited into Escrow.  
— ‘Discuss and possibly approve acceptance of Irma Drive (approximately 2800 ft in length) in Blockdale Meadows Addition for County Maintenance.’ Commissioner Green requested this item to be placed on Old Business next Court.

**8822** On the motion by Green, second by Thornton, the Court approved \$20,000.00 cash bond for 2600 ft of road upgrade of dirt to rock on CR2606 in Pct. 2. Commissioner Green advised the Court these funds have been placed in an Escrow Account to buy rock through the County. Any funds left over to be refunded.

**8823** On the motion by Green, second by Martin, the Court approved replat of Lot 1, 2, & 12 Block E of Southfork in Pct. 2. Brooks Westbrook was present stating the replat changed 3 lots lines with the buyers signing off on the changes.

**8824** On the motion by Green, second by Thornton, the Court approved request to construct electrical distribution facilities along and across CR2720 & CR2432 in Pct. 2 with the usual stipulations.

**8825** On the motion by Martin, second by Green, the Court approved request to construct electrical distribution facilities along and across CR3107 in Pct. 3 with the usual stipulations.

**8826** On the motion by Green, second by Martin, the Court approved bid for 3 year Copier Maintenance Agreement with Copy Products for .015 cost per copy – the same contract as last year. David Martin to be our representative.

**8827** On the motion by Green, second by Thornton, the Court approved bid of \$320.00 from James Douthit for sale of used I beams and channel iron in Pct. 2.

**8828** On the motion by Green, second by Martin, the Court approved bid of \$801.00 from Thornton Excavating for sale of used metal R panels in Pct. 2. For: Green, Martin, Latham. Abstained: Thornton. Motion passes.

**8829** On the motion by Thornton, second by Latham, the Court approved the 2004 Holiday Schedule. *See Attachment.*

**8830** On the motion by Green, second by Martin, the Court approved to enter into a Planned Development Agreement Performance Contract Phase II for the 3<sup>rd</sup> and 4<sup>th</sup> floor with Johnson Controls. *See Attachment.*

— ‘Discuss and possibly approve for Hunt County Sheriff’s Dept. to collect a \$15.00 fee for each surety bond posted as permitted by HB194 to be used for Asst. District Attorney Longevity Supplements to offset amount the County pays for these supplements.’ Court agreed no action required by Court.

**8831** On the motion by Martin, second by Latham, the Court approved accounts payable. Judge Bobbitt abstained from the vote.

**8832** On the motion by Green, second by Thornton, the Court approved line – item budget transfers.

PERSONNEL AND PAYROLL:

|   |   |
|---|---|
| Commissioner Pct 1:                           | Add Jeff Moody as Pct.1 Worker G4 at \$23,046.40 per year, effective 8-6-03.  |
| Commissioner Pct 3:                           | Raise William David Lynch part time Precinct Worker from \$8.00 per hour to \$9.00, effective 8-8-03.   |
| Commissioner Pct. 4:                          | Change Hector Paiz as part time Precinct Worker G5 to full time at \$25,346.00, effective 8-11-03.<br><br>Raise Grady Wayne Jones Precinct Worker G4 from \$25,507.00 to \$26,883.00 per year, effective 8-11-03.   |
| County Judge:                                 | Raise Cameron Thatcher part time hourly from \$5.00 to \$6.50 per hour, effective – make retroactive as far back as possible.   |
| Justice of Peace Pct 1 Pl 1<br>Gloria Peters: | Remove Cari King due to her resignation upon returning to college, effective 8-8-03.<br><br>Add Casey Lynn Vittetoe as part time Clerk at \$7.00 per hour, effective 8-11-03.   |
| Juvenile Detention:                           | Add La Shan Moore as part time Detention Officer at \$8.00 per hour, effective 8-11-03.<br><br>Terminate Gaylen Stogner as Detention Officer effective 8-5-03.<br><br>Add Adam Teer as part time Detention Officer at \$8.00 per hour, effective 8-11-03.   |
| Personnel:                                    | Remove Lindsey Walker due to her resignation, effective 7-28-03.<br><br>Add Peggy G. Little as part time Clerk at \$7.25 per hour, effective 8-11-03.<br><br>Change Anita Burchett part time to full time Personnel Asst. G5/P56 at \$21,123.00, effective 8-4-03.<br><br>Raise Marilyn L. Green Personnel Director from \$34,326.00 to \$36,436.00 effective 8-4-03. Funding is currently available. |
| Sheriff:                                      | Add Jan Stennett as part time Records Clerk at \$7.00 per hour, effective 7-29-03.<br><br>Add John L. Horn as Deputy Sheriff G6/P67 at \$28,090.00 effective 7-31-03.<br><br>Add Michelle Teel as Detention Officer G4 at \$21,624.00 annually, effective 8-7-03.   |

|               |  |
|---------------|--|
|               | <p>Remove Charles Higgins – Deputy due to his resignation, returned all County property; effective 7-12-03.</p> <p>Remove Detention Officer Jose Amador due to his resignation, effective 7-31-03.</p> <p>Remove Richard Plemons due to his resignation, effective 8-1-03.</p> |
| Tax Assessor: | <p>Add Kelly Clark as Deputy Clerk P41/G4 at \$18,114.00, effective 8-11-03.</p> <p>Add Megan Byrd – Voter Registration part time hourly at \$5.15 per hour, effective 8-11-03.</p>  |

**8833** On the motion by Latham, second by Martin, the Court approved personnel and payroll changes. For: Thornton, Martin and Latham. Abstain: Ralph Green. Motion carries.

\_\_\_\_\_ The Court went into Executive Session at 11:10A.M. No action taken.

\_\_\_\_\_ Court Adjourned, Minutes approved this 25 day of August, 2003.

Attest:

Linda Braach

Hunt County Clerk

Joe A. Bobbitt  
Hunt County Judge

#8820

# Texas A&M University

Office of Continuing Education  
certifies that

**Joe Bobbitt**

has earned **.4** Continuing Education Unit(s)  
for satisfactory completion of **4** hours  
of organized instruction in

**45th Annual County Judges and Commissioners  
Continuing Education Conference & Educational Exposition**

**February 18, 2003 - February 20, 2003**

**Texas Cooperative Extension  
V.G. Young Institute of County Government**

*Richard D. Carg*

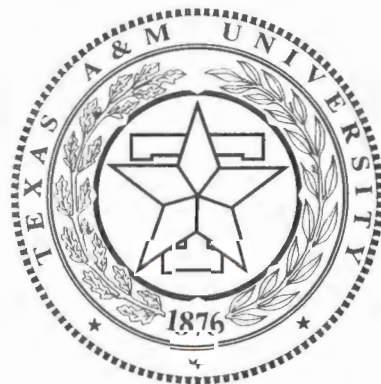
Activity Director

*Paul T. Wood*

Office of Continuing Education

July 21, 2003

Date





#8820



Texas Cooperative  
**EXTENSION**

The Texas A&M University System

*The V.G. Young Institute of County Government  
certifies that*

**Joe Bobbitt**

*Participated in the*

**45<sup>th</sup> Annual County Judges and Commissioners'  
Continuing Education Conference**

*Sponsored in cooperation with*

*The County Judges & Commissioners Association of Texas  
& The Office of Continuing Education, Texas A&M University*

*Associate Vice Chancellor & Director  
Texas Cooperative Extension*

*Coordinator, Office of Continuing Education  
Texas A&M University*

*Director, V.G. Young Institute of County  
Government*

*President, County Judges & Commissioners  
Association of Texas*

#14



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

# HUNT COUNTY

POST OFFICE BOX 1097 • GREENVILLE, TEXAS 75403-1097

# 8829

## HOLIDAY SCHEDULE 2004

|  |                   |                                 |
|--|-------------------|---------------------------------|
| January 1 <sup>st</sup>                      | New Years Day     | Thursday                        |
| January 19 <sup>th</sup>                     | Martin L King Day | Monday                          |
| April 9 <sup>th</sup>                        | Good Friday       | Friday                          |
| May 31 <sup>st</sup>                         | Memorial Day      | Monday                          |
| July 4 <sup>th</sup>                         | Independence Day  | Monday 5 <sup>th</sup>          |
| September 6 <sup>th</sup>                    | Labor Day         | Monday                          |
| November 11 <sup>th</sup>                    | Veterans Day      | Thursday                        |
| November 25 <sup>th</sup> & 26 <sup>th</sup> | Thanksgiving Day  | Thurs & Fri                     |
| December 25 <sup>th</sup> & 26 <sup>th</sup> | Christmas         | Fri 24 <sup>th</sup> & Mon 27th |

# 8830

## PROJECT DEVELOPMENT AGREEMENT BETWEEN

**Hunt County**  
**2500 Lee Street**  
**Greenville, Texas 75403-1097**

**AND**

**Johnson Controls, Inc.**  
**3021 W Bend Drive**  
**Irving, TX 75063**

Johnson Controls, Inc. (JCI) and the Customer named above agree as follows:

### **1. Scope of Work**

JCI agrees to perform a Detailed Evaluation Study (Study) of the Customer's Premises. JCI will analyze the operational expenditures and characteristics of the existing and new Premises and identify facility improvement measures and operating and maintenance services that can be provided by JCI to improve the infrastructure, reduce operating costs. Customer agrees to provide its complete cooperation in the conduct and completion of the Study. JCI will provide to the Customer written documentation, which will include:

- a) A brief summary/description of facility improvement measures that JCI proposes to install;
- b) A brief summary/description of the operating and maintenance services that can reduce operating costs at the Premises; and
- c) An estimate of the reduced operating costs, cost avoidance as a result of installing and/or implementing the recommended improvement measures and services.

JCI will investigate the facility improvement measures and services identified in Table 1 (attached) as part of the Study. Negotiation will be required for major changes in costs associated with the investigation of additional measures and services.

### **2. Records and Data**

During the Study, Customer will furnish to JCI upon its request, accurate and complete data concerning operational expenditures and revenues for the Premises, including the following data for the most recent three years from the effective date of this Agreement:

- Occupancy and usage information;
- Descriptions of any changes in the building structure or its heating, cooling, lighting, or other systems;
- Actual utility bills supplied by the utility and other relevant utility records;
- Descriptions of relevant operational or maintenance procedures utilized on the Premises;
- Summary of annual expenditures for operating the Premises;
- Copies of representative current tenant leases, if any; and
- Prior efficiency audits or studies of the Premises and/or operating procedures, if any.



### 3. Preparation of Performance Contracting Project Agreement

Within 30 days after the completion of the Study described under paragraph 1 of this Agreement, JCI will prepare and submit to the Customer a Performance Contracting Project Agreement (PCPA) to implement the mutually agreed upon facility improvement measures and services. This PCPA shall be prepared on standard JCI contract forms, copies of which will be made available to Customer upon request.

### 4. Price and Payment Terms

Customer agrees to pay to JCI the sum, not to exceed \$29,460 within 60 days after the delivery to the Customer of the documentation described under paragraph 1 of this Agreement. However, Customer will have no obligation to pay this amount if:

1. JCI and the Customer enter into a PCPA within 60 days after the delivery to the Customer of the documentation described under paragraph 1 of this Agreement. Costs for the Study will be transferred to the total cost of the PCPA and be subject to the payment terms outlined in the PCPA.
2. The project benefits do not offset the cost of the project with a payback period of 15 years or less. Project benefits shall include, but not be limited to, utility cost avoidance, negotiated utility rate reductions, operating and maintenance cost avoidance, capital cost avoidance and utility revenue increases.

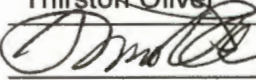
### 5. Indemnity

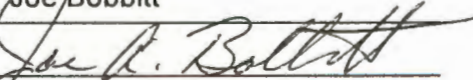
JCI and the Customer agree that JCI shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of JCI. **To the extent permitted by law**, JCI and the Customer agree to indemnify and to hold each other, including their officers, agents, directors, and employees, harmless from all claims, demands, or suits of any kind, including all legal costs and attorney's fees, resulting from the intentional misconduct of their employees or any negligent act or omission by their employees or agents. Neither JCI nor the Customer will be responsible to the other for any special, indirect, or consequential damages.

### 6. Miscellaneous Provisions

This Agreement cannot be assigned by either party without the prior written consent of the other party. This Agreement is the entire Agreement between JCI and the Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between JCI and the Customer. Any change or modification to this Agreement will not be effective unless made in writing. This written instrument must specifically indicate that it is an amendment, change, or modification to this Agreement.

#### JOHNSON CONTROLS, INC.

By: Thirston Oliver  
 Signature:   
 Title: Texas Gov. Sales Manager  
 Date: 8-11-3

By: Joe Bobbitt  
 Signature:   
 Title: County Judge  
 Date: \_\_\_\_\_

JCI will investigate the following potential FIMs listed in Table 1 during the Study outlined in this Agreement.

Table 1

| Facility Improvement Measures (FIMs)             |
|--|
| Assist with design of A/C, Controls and Lighting |
| Implementation and pricing of retrofit           |
| Building Lighting System Improvements            |
| Building Controls Improvement                    |



# HUNT COUNTY

POST OFFICE BOX 1042 • GREENVILLE, TEXAS 75403-1042

TAX ASSESSOR-COLLECTOR

**JOYCE J. BARROW**

(903) 408-4000

FAX (903) 455-3202

E-MAIL: hctax@koyote.com

# 8818

Tuesday, May 06, 2003

RE: PURCHASE OF RESALE PROPERTY #: R71146

RECEIVED FROM: **JIM HIDALGO**  
P.O. BOX 1635  
VAN ALSTYNG, TX 75495

DEED WILL READ AS: **JIM HIDALGO**  
P.O. BOX 1635  
VAN ALSTYNG, TX 75495

I attest that the above information is correct

( Purchaser's Signature )

YOUR BID OF \$450.00 ON THE ABOVE REFERENCED PROPERTY PLUS \$25.00 ADMINISTRATIVE AND DEED PROCESSING FEE. THE TOTAL AMOUNT IS \$475.00, MADE PAYABLE TO THE HUNT COUNTY TAX ASSESSOR-COLLECTOR.

PAYMENT TYPE: CASH ☐ \$ \_\_\_\_\_  
CASHIERS CHECK ☒ CK# 051807  
MONEY ORDER ☐ MO# \_\_\_\_\_

WE WILL START PROCESSING THE PAPERWORK FOR THE DEED AND HAVE ALL JURISDICTIONS INVOLVED APPROVE THIS SALE. THIS PROCESS WILL TAKE A MINIMUM OF 90 DAYS TO COMPLETE. NO CHANGES WILL BE MADE TO THE DEED ONCE PROCESSING HAS STARTED.

IT IS THE RESPONSIBILITY OF THE PURCHASER TO INSPECT THE PROPERTY PRIOR TO BIDDING AND TO BE INFORMED ON THE INFORMATION PROVIDED REGARDING THE PROPERTY RESALE PROGRAM. NO REFUNDS WILL BE MADE.

PURCHASER  
(ABOVE INFORMATION CORRECT)

RECEIVED BY: HUNT COUNTY

DATE 5/13/03

DATE 5/13/03

JOYCE J. BARROW  
HUNT COUNTY TAX ASSESSOR-COLLECTOR