

COMMISSIONERS COURT
REGULAR SESSION
February 23, 2004

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

NEW BUSINESS:

9018 On the motion by Phillip Martin, second by Jim Latham, the Court approved Proclamation designating March 21-27, 2004 as "Poison Prevention Week" in Hunt County. *See Attachment.*

— 'Discuss & possibly take action on distribution of mail for Hunt County Courthouse:'
After much discussion, the Court agreed to have the Maintenance Dept. to continue picking up the mail at the Post Office at their convenience. Item dropped from the Agenda.

9019 On the motion by Martin, second by Ralph Green, the Court approved the addition of (1) reserve Deputy Constable for Cullen Smith making a total of (4) reserve Deputy Constables for Constable Pct 4. The Court also agreed for the Personnel Dept. to issue a letter to Constable Pct 2 – Anthony Lewis concerning his reserve Deputy Constable Oath's being filed with the County Clerk.

9020 On the motion by Green, second by Kenneth Thornton, the Court approved request of FEC Electric to construct electrical power distribution facilities along and across CR2432 in Pct 2 with the usual stipulations.

9021 On the motion by Jim Latham, second by Green, the Court approved request of FEC Electric to construct electrical power distribution facilities along and across CR4509 in Pct 4 with the usual stipulations.

9022 On the motion by Judge Bobbitt, second by Martin, the Court approved authorizing Dorsey Driggers to sign off on the satellite terms of use with the Texas Dept. of Health to provide satellite down use for notification to the public and to educate the public of a disease control problem. There will be no charges involved, the County to provide a television for the public to view. The court also agreed to place 2- TV

connections out in the lobby at the Juvenile Detention Facility, due to the 354th District Court being moved to the auxiliary courtroom to allow renovation on the 3rd floor.

9023 On the motion by Martin, second by Latham, the Court approved bid received for a 2004 tractor for Pct 3 from Ballard's Tractor in Alba, TX: Kabota Tractor \$29,950

With trade in -15,000

Price \$14,950

The Court noted agreement for check to be delivered today by the County Treasurer. Bid on file in the Personnel Dept.

9024 On the motion by Latham, second by Green, the Court approved Inter-Local Agreement for the Campbell School District for road work to extend the parking lot behind the school to allow school buses to enter HWY 50 without having to cross 2 lanes of traffic. Campbell School District to provide all materials; County to provide the labor for this project. *See Attachment.*

9025 On the motion by Martin, second by Latham, the Court approved the appointment of the following new board members to the Hunt County Child Protective Service Board: Carolyn McCullough, Thomas E. Swanson & Cecilia Green, which will leave one empty seat on this Board. Karen Chaney with CPS was present asking the Court for these appointments stating the Texas Family Code allows 7-15 members; our board with these appointments now has 9-13 members. Ms. Chaney also advised the Court that cost for drug testing is using up all funds meant for our Hunt County Children. The Court discussed possibly making the offenders pay for their own drug test. Agreement was made to discuss a solution for the cost of drug testing.

9026 On the motion by Latham, second by Martin, the Court approved (4) weeks of temporary compensation funding for Deputy Constable S.A. Smith during post surgery recovery for Constable Anthony Lewis. Funding in the amount of \$1,560.00 to be paid out of Justice Court Security Fund. The Court stipulated (4) weeks payment, to re-check after that time period.

9027 On the motion by Thornton, second by Green, the Court approved the addition of the Justice of the Peace Pct 3 – Jimmy Sumrow's Office to the Net Data Computer System and to pay for the move with Justice Court Technology Funds for the initial cost

of \$29,000.00. The County Auditor advised the Court letters of agreement have been received from all JP's.

HEAR AND DISCUSS REPORTS:

Judge Bobbitt read a letter to the Court from Judge Joe Daughtery of Rains County thanking Hunt County for the Metal Detector we sent to them.

Commissioner Green advised the Court of a letter from Mark Evans with TAC concerning a conference on Workers Comp & Loss Control Coordinators. Commissioner Green stated Brenda Cook is listed as the Workers Comp representative for Hunt County, but no name is listed for our representative of Loss Control Coordinator. Judge Bobbitt suggested we contact TAC & make sure their information on Hunt County is correct.

9028 On the motion by Martin, second by Latham, the Court approved accounts payable. Judge Bobbitt abstained from the vote.

9029 On the motion by Green, second by Latham, the Court approved line – item budget transfers.

PAYROLL & PERSONNEL:

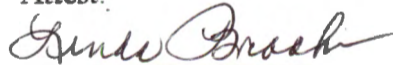
Commissioner Pct 4:	<p>Add Murlyn Richardson as part time hourly Pct. Worker at \$10.00 per hour, effective 2-23-04.</p> <p>Add Marvin Bailey as part time Pct. Worker at \$10.00 per hour, effective 2-23-04.</p>
Juvenile Detention:	<p>Add Ofori Asante as part time hourly Juvenile Detention worker at \$8.00 per hour, effective 2-18-04.</p> <p>Add Nikole S. Parker as part time hourly Detention Worker at \$8.00 per hour, effective 2-18-04.</p> <p>Add Christopher Jackson as part time hourly Detention Worker at \$8.00 per hour, effective 2-18-04.</p> <p>Add Amber Jones as part time hourly Detention Worker at \$8.00 per hour, effective 2-18-04.</p>
Sheriff Dept:	<p>Remove Bill Allen due to his resignation, effective 2-9-04.</p> <p>Add Josh Richardson as Detention Officer at \$22,273.00 annually, effective 2-12-04.</p>

Tax Office:	<p>Remove Angela K. Brignon due to her death on January 31, 2004 in a car accident, effective 2-10-04.</p> <p>Raise Lynn Arnsworthy Deputy Clerk G/4 from \$20,571.00 to \$20,821.00, effective 2-23-04.</p> <p>Raise Kathy Hackett Deputy Clerk G/4 from \$18,658.00 to \$18,908.00, effective 2-23-04.</p> <p>Raise Kim March Deputy Clerk from \$20,571.00 to \$22,337.00, effective 2-23-04.</p> <p>Add Patricia Rhoden as part time hourly Deputy Clerk at \$10.00 per hour, effective 2-23-04. (No Benefits/90 Day Probation)</p>
911 Coordinator:	Add Casey Sharp as part time hourly Assistant at \$5.15 per hour as needed, effective 2-23-04.

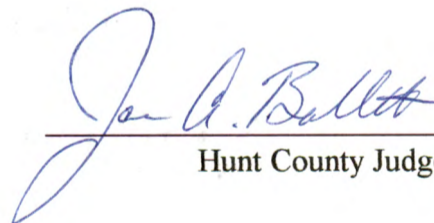
9030 On the motion by Thornton, second by Martin, the Court approved personnel and payroll changes.

_____ Court Adjourned at 11:00A.M. Minutes approved this 8 day of March, 2004.

Attest:



Hunt County Clerk



Hunt County Judge

Open Meeting
February 23, 2004

The Hunt County Commissioners Court met this day at 11:10A.M. for an Open Meeting/Workshop for the purpose of discussing negotiation of the scope of work to be done on the Hunt County Courthouse. All Commissioners were present with Judge Joe Bobbitt presiding.

After much discussion with Joe Johnson & Tim Evans with Johnson Controls several changes were made to the original contract per Commissioner Martin's request.

Estimated cost for project will be	\$870,000.00	Renovation
	\$ 66,000.00	Architect
	\$400,000.00	Pre-Construction
	\$100,000.00	Concrete Parking Lot-Election Adm.
		Asphalt Parking Lot-Adult Probation

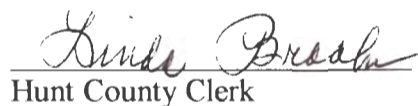
The Court agreed once Johnson Controls completes renovation of the 3rd & 4th floor of the Courthouse, furniture needed to complete renovation of these floors will allow a better financing rate. Judge Bobbitt stated after renovation of these floors have been completed monies (approximately \$20,000.00 can be used on the 1st floor/911 office for the County Clerk). Furthermore, Judge Bobbitt stated any monies not used will be returned to INS Fund. The consensus of the Court was to proceed. County Auditor to set up a separate fund line item.

Court Adjourned at 12:00 noon. Minutes approved this 8 day of March, 2004.



Hunt County Judge

Attest:



Hunt County Clerk



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

HUNT COUNTY

POST OFFICE BOX 1097 • GREENVILLE, TEXAS 75403-1097

9018

PROCLAMATION FOR POISON PREVENTION WEEK

FILED FOR RECORD
at 1:00 clock
FEB 23 2004
By County Clerk LINDA BROOKS
Hunt County, Tex

Whereas, our society has become increasingly dependent on household chemicals to perform labor-saving, time-saving miracles; and on medicine to provide health-giving, life-sustaining benefits;

Whereas, these products, when not used as intended or directed, may be hazardous, particularly if children gain access to them;

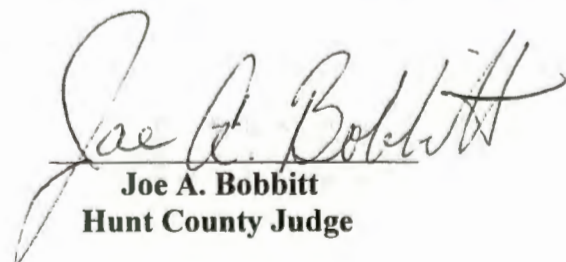
Whereas, over the past 42 years, the nation has been observing Poison Prevention Week to call attention to these hazards and how proper handling and disposal of these substances and proper use of safety packaging can help eliminate them;

Whereas, the efforts of our community organizations, complemented by the efforts of the North Texas Poison Center have reduced childhood poisonings in Hunt County.

Whereas, the North Texas Poison Center, a regional poison center, located at Parkland Health and Hospital System, provides the ultimate in human service programming, immediate, accessible emergency information to save lives of victims of poison-related emergencies, and;

Whereas, these programs must continue as long as even one child swallows a household product or medicine by mistake.

Now, Therefore, I, Judge Joe Bobbitt, and the Commissioners of Hunt County, do hereby proclaim the week of March 21-27, 2004, as Poison Prevention Week in this County. Further I direct the appropriate agencies in our local government to continue their cooperation with concerned citizens and community organizations, including our schools, to develop programs which will alert our people to the continued danger of misusing medicines and household products and to promote effective safeguards against accidental poisonings among young children.


Joe A. Bobbitt
Hunt County Judge

9024

INTERGOVERNMENTAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the 23rd day of February, 2004, by and between Campbell School District and Hunt County, a political subdivision of the State of Texas.

FILED FOR RECORD
LINDA BROOKS
COUNTY CLERK HUNT CO., TX
04 MAR -2 AM 10:10
BY: S. J. WILSON
DEPUTY

SECTION 1. TERM

1.01 Term. The term of this agreement shall commence on the 23rd day of February, 2004. 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 February 23, 2004 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. Hunt County will do dirt work on access roads.

SECTION 3. COMPENSATION

3.01 Compensation. Campbell School District will pay for all materials.

SECTION 4. CIVIL LIABILITY

Any civil liability relating to the furnishing of services under this agreement shall be the responsibility of Campbell School District. The parties agree that the County shall be acting as agent for Campbell School District in performing services contemplated by this agreement. Campbell School District shall hold the county free and harmless from any obligation, costs, claims judgments, attorney's fees, attachments, and other such liabilities arising from or growing

out of the services rendered to Campbell School District 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

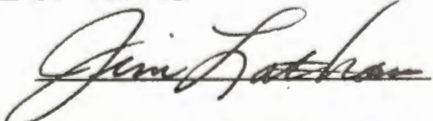
This Agreement shall be deemed to be made under, governed by and construed in accordance with the law of the State of Texas.

SECTION 7. AGREEMENTS

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: 

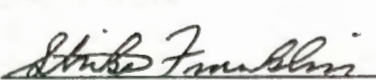
Title: Commission Precinct #4

Date: 2/23/2004

CAMPBELL SCHOOL DISTRICT

COUNTY OF HUNT

STATE OF TEXAS

By: 

Title: Superintendent

Date: 2-26-04

INTERGOVERNMENTAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the 23rd day of February, 2004, by and between Campbell School District 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 23rd day of February, 2004. 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 February 23, 2004 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. Hunt County will do dirt work on access roads.

SECTION 3. COMPENSATION

3.01 Compensation. Campbell School District will pay for all materials.

SECTION 4. CIVIL LIABILITY

Any civil liability relating to the furnishing of services under this agreement shall be the responsibility of Campbell School District. The parties agree that the County shall be acting as agent for Campbell School District in performing services contemplated by this agreement. Campbell School District shall hold the county free and harmless from any obligation, costs, claims judgments, attorney's fees, attachments, and other such liabilities arising from or growing

out of the services rendered to Campbell School District 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 law of the State of Texas.

SECTION 7. AGREEMENTS

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: Joe R. Ballitt

Title: County Judge
Commission Precinct #4

Date: 2/24/04

CAMPBELL SCHOOL DISTRICT

COUNTY OF HUNT

STATE OF TEXAS

By: Steve Franklin

Title: Superintendent

Date: 2-1-04