

**COMMISSIONERS COURT
REGULAR SESSION**
July 26, 2004

The Hunt County Commissioners Court met this day at 10:00A.M. with Commissioners Green, Martin, and Latham present with Judge Joe Bobbitt presiding; Commissioner Thornton was absent. Minutes of the previous meeting and Budget Workshops were approved as submitted.

NEW BUSINESS:

9168 On the motion by Phillip Martin, second by Ralph Green, the Court approved the Quarterly Report from the Hunt County Boys and Girls Club presented by David Lavasseur.

9169 On the motion by Green, second by Martin, the Court approved renewal of Environmental Health Service Agreement between the Hunt County Health Department and the cities of Caddo Mills, Campbell, Celeste, Commerce, Hawk Cove, Lone Oak, Quinlan, West Tawakoni and Wolfe City for food service, inspection and licensing. The Court noted addition by TCQ on Sec. I-H stating, "Perform responsibilities as designated representative pertaining to on-site sewage facility." *See Attachment.*

9170 On the motion by Green, second by Jim Latham, the Court approved proposed increase of fees for the Hunt County Health Department, effective 10-01-04. *See Attachment.*

9171 On the motion by Judge Bobbitt, second by Martin, the Court approved the Quarterly Investment Report presented by Delores Shelton – County Treasurer.

9172 On the motion by Green, second by Martin, the Court approved the following resale property bids: R111946, R110984, R52916, R85863, R73426, R72841, R72700, R72260, R71979, R71597, R71494, R42154, R41925, R41921, R39251, R77646, R77104, R88340, R39251, R52132, and R79251. Deeds to be recorded in Official Public Records. *See Attachment.*

9173 On the motion by Judge Bobbitt, second by Latham, the Court approved permission to advertise for (RFP) request for proposals for inmate telephone systems.

9174 On the motion by Martin, second by Green, the Court approved authorization for County Judge to submit to the State Comptroller's Office request for unclaimed electric

cooperative funds (\$282). Reference: Sec. 74.602 Property Code and Sec. 381.004 Texas Local Government Code.

9175 On the motion by Green, second by Martin, the Court approved modifications to Health Insurance for Hunt County Employees. Delores Shelton – County Treasurer advised the Court if we change from a 500 plan (currently in affect) and go with a 300 plan, this would allow a 7% decrease to the County. Co-pay would be reduced from \$25 per visit to \$20. This will also allow a decrease on employee dependant's insurance. Effective 10-01-04. (County Auditor noted - changes to be reflected in September payroll check). Open enrollment will be in first week in August. Also, a one time only chance to enroll in the County's Dental Plan will be offered at this time.

HEAR AND DISCUSS REPORTS:

Marilyn Jacobs discussed possibility of County paid insurance for our retirees. Certain requirements must be made to qualify. After discussion by the Court, agreement was made to have a workshop on this issue. To be put on Agenda at future date.

Jimmy Hamilton – County Auditor discussed issuance of check for \$67,206.17 to be paid to IRS by August 16, 2004 (arbitrage rebate calculations on bonds for the Criminal Justice Center). Judge Bobbitt stated funds are already in this account, these are interest funds over and above actual costs of the money to the County. This amount is an expenditure to the account.

Milton Babb from the Herald Banner addressed the Court on Public Monuments located on County property, which are under the control of Commissioners Court. These monuments act as a reminder of what citizens have done for Hunt County. He feels they should remain on these properties and not be move out on in interstate as a tourist attraction. Please keep monuments at the Courthouse.

9176 On the motion by Martin, second by Latham, the Court approved account payable. Judge Bobbitt abstained from the vote.

9177 On the motion by Green, second by Martin, the Court approved line-item budget transfers.

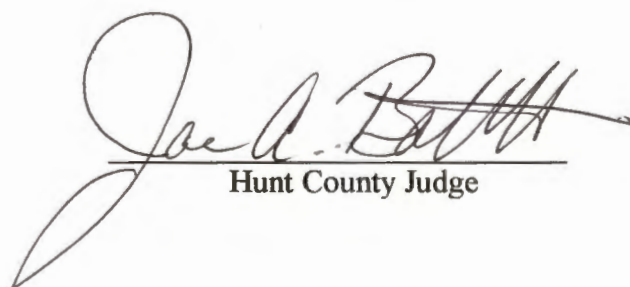
PERSONNEL AND PAYROLL:

Commissioner Pct 2:	Add Jimmy Regan as hourly Pct. Worker at \$11.00 per hour, effective 7-19-04. Add Charley J. Regan as hourly Pct. Worker at \$11.00 per hour, effective 7-26-04.
Juvenile Probation:	Transfer Jennifer Lynn Harrington from Juvenile Detention to Juvenile Probation as a Probation Officer at \$24,150.00 with all County benefits, effective 8-2-04.
Personnel:	Add Sharon Davis as hourly Floater at \$6.00 per hour, effective 7-22-04. Remove Sharon Davis due to her resignation, effective 7-23-04. Add Connie Williams as hourly Floater at \$7.00 per hour, effective 7-27-04.
Sheriff:	Raise Karen Dixon to Detention Officer / G4 at \$26,203.00, effective 7-14-04. Funding available – employee evaluation on file.
Tax Office:	Add Chevie Forsyth as Deputy Clerk / G4 at \$19,777.00, effective 7-26-04. Funds available – 90 training period.
911:	Add Connie Williams as hourly help at \$7.00 per hour, effective 7-27-04. Funds available - 90 day training period will work as Floater and 911.

9178 On the motion by Latham, second by Martin, the Court approved personnel and payroll changes.

— The Court went into Executive Session at 11:00A.M. to discuss a property issue, as permitted by Texas Government Code Sec. 551.072 with no action taken.

— Court Adjourned. Minutes approved this 9 day of August, 2004.


Joel A. Balth
Hunt County Judge

Attest:


Linda Breaux

Hunt County Clerk

ENVIRONMENTAL HEALTH SERVICE AGREEMENT

EXHIBIT 'A'

9169
FILED FOR RECORD
at 2 o'clock P M

JUL 26 2004

By Linda Brooks
County Clerk, Hunt County, Tex.

THE STATE OF TEXAS

COUNTY OF HUNT

This Agreement, made and entered into on the day and date last hereinafter written by and between the City of Caddo Mills, hereinafter called "City" acting by and through its Mayor, being duly authorized by Resolution of the City Commission of the City of Caddo Mills, Texas a copy of which is marked Exhibit A, attached hereto and made a part hereof as if copied herein verbatim and the Greenville-Hunt County Health Department, hereinafter referred to as "County" acting by and through its representative, being authorized by Resolution of the governing body of said entity, reference is made thereto for all purposes.

WITNESSETH, that the City and County, for the consideration stated herein mutually agree as follows:

I

County agrees and does hereby agree to perform the following services in and for the City of Caddo Mills, Texas:

- A. Inspect all food service establishments within the City of Caddo Mills.
- B. Follow up on serious violations to insure that suggested corrections are made in a timely manner and take appropriate legal action if necessary.
- C. Assist with licensing program for food service establishments.
- D. Investigate complaints of a public health nature.
- E. Enforce Texas Food Establishment Rules (25TAC §§ 229.161 – 229.171, 229.173-229.175)
- F. Provide copies of inspection reports, noting violations and corrections.
- G. Follow up on serious violations to determine if corrections are made in a timely manner and take appropriate legal action if corrections are not made.
- H. Perform responsibilities as designated representative pertaining to on-site sewage facilities.

City agrees and does hereby agree to perform the following functions in order to assist the County in the performance of services for the City.

- A. Maintain files and records, notify each food service establishment of license expiration, or serious violation of regulations.
- B. Collect and control all fees, fines and service charges.
- C. Cooperate with and assist Health Department Personnel while performing duties in and for the City of Caddo Mills.
- D. Contribute to the County of Hunt as fair and just compensation for duties performed in and for the City of Caddo Mills, on-half (1/2) of all "food dealer's permit" fees collected during effective dates of this agreement.

The performance of the services to be rendered herein shall begin on the 1st day of August 2004 and end July 31, 2005 unless extended by the parties herein. In this connection it is expressly understood by the parties hereto that this agreement may be modified or canceled at any time by either party hereto by giving written notice to the other party.

WITNESS OUR HANDS TO TRIPPLICATE COPIES, each of which shall have full force and dignity as an original, this 12 day of May, 2004.

ATTEST:

CITY OF CADDO MILLS, TEXAS

Denger Hudson
City Secretary

B. H. Bentley
Mayor

(SEAL)

THE GREENVILLE-HUNT COUNTY
HEALTH DEPARTMENT

J. A. Bolbert
Hunt County Judge

ENVIRONMENTAL HEALTH SERVICE AGREEMENT

* 9169

EXHIBIT 'A'

FILED FOR RECORDat 2 o'clock P M

JUL 26 2004

By LINDA BROOKS
County Clerk, Hunt County, Tex.

THE STATE OF TEXAS

COUNTY OF HUNT

This Agreement, made and entered into on the day and date last hereinafter written by and between the City of Campbell, hereinafter called "City" acting by and through its Mayor, being duly authorized by Resolution of the City Commission of the City of Campbell, Texas a copy of which is marked Exhibit A, attached hereto and made a part hereof as if copied herein verbatim and the Greenville-Hunt County Health Department, hereinafter referred to as "County" acting by and through its representative, being authorized by Resolution of the governing body of said entity, reference is made thereto for all purposes.

WITNESSETH, that the City and County, for the consideration stated herein mutually agree as follows:

I

County agrees and does hereby agree to perform the following services in and for the City of Campbell, Texas:

- A. Inspect all food service establishments within the City of Campbell.
- B. Follow up on serious violations to insure that suggested corrections are made in a timely manner and take appropriate legal action if necessary.
- C. Assist with licensing program for food service establishments.
- D. Investigate complaints of a public health nature.
- E. Enforce Texas Food Establishment Rules (25TAC §§ 229.161 – 229.171, 229.173-229.175)
- F. File inspection reports, noting violations and corrections.
- G. Follow up on serious violations to determine if corrections are made in a timely manner and take appropriate legal action if corrections are not made.
- H. Perform responsibilities as designated representative pertaining to on-site sewage facilities.

- I. Contribute to City of Campbell as fair and just compensation for duties performed during effective dates of this agreement, 20 percent of all collected "food dealer's permit" fees. City agrees and does hereby agree to perform the following function in order to assist the County in the performance of services for the City.
- A. Cooperate with and assist Health Department Personnel while performing duties in and for the City of Campbell.

The performance of the services to be rendered herein shall begin on the 1st day of August 2004 and end July 31, 2005 unless extended by the parties herein. In this connection it is expressly understood by the parties hereto that this agreement may be modified or canceled at any time by either party hereto by giving written notice to the other party.

WITNESS OUR HANDS TO TRIPPLICATE COPIES, each of which shall have full force and dignity as an original, this 15th day of June, 2004.

ATTEST:

Kay Lowery
City Secretary

(SEAL)

CITY OF CAMPBELL, TEXAS

[Signature]
Mayor

THE GREENVILLE-HUNT COUNTY
HEALTH DEPARTMENT

[Signature]
Hunt County Judge

9169

EXHIBIT 'A'

ENVIRONMENTAL HEALTH SERVICE AGREEMENT**FILED FOR RECORD**at 2 o'clock PM

JUL 26 2004

THE STATE OF TEXAS

COUNTY OF HUNT

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

This Agreement, made and entered into on the day and date last hereinafter written by and between the City of Celeste, hereinafter called "City" acting by and through its Mayor, being duly authorized by Resolution of the City Commission of the City of Celeste, Texas a copy of which is marked Exhibit A, attached hereto and made a part hereof as if copied herein verbatim and the Greenville-Hunt County Health Department, hereinafter referred to as "County" acting by and through its representative, being authorized by Resolution of the governing body of said entity, reference is made thereto for all purposes.

WITNESSETH, that the City and County, for the consideration stated herein mutually agree as follows:

I

County agrees and does hereby agree to perform the following services in and for the City of Celeste, Texas:

- A. Inspect all food service establishments within the City of Celeste.
- B. Follow up on serious violations to insure that suggested corrections are made in a timely manner and take appropriate legal action if necessary.
- C. Assist with licensing program for food service establishments.
- D. Investigate complaints of a public health nature.
- E. Enforce Texas Food Establishment Rules (25TAC §§ 229.161 – 229.171, 229.173-229.175)
- F. Provide copies of inspection reports, noting violations and corrections.
- G. Follow up on serious violations to determine if corrections are made in a timely manner and take appropriate legal action if corrections are not made.
- II. Perform responsibilities as designated representative pertaining to on-site sewage facilities.

City agrees and does hereby agree to perform the following functions in order to assist the County in the performance of services for the City.

- A. Maintain files and records, notify each food service establishment of license expiration, or serious violation of regulations.
- B. Collect and control all fees, fines and service charges.
- C. Cooperate with and assist Health Department Personnel while performing duties in and for the City of Celeste.
- D. Contribute to the County of Hunt as fair and just compensation for duties performed in and for the City of Celeste, on-half (1/2) of all "food dealer's permit" fees collected during effective dates of this agreement.

The performance of the services to be rendered herein shall begin on the 1st day of August 2004 and end July 31, 2005 unless extended by the parties herein. In this connection it is expressly understood by the parties hereto that this agreement may be modified or canceled at any time by either party hereto by giving written notice to the other party.

WITNESS OUR HANDS TO TRIPLICATE COPIES, each of which shall have full force and dignity as an original, this 10th day of June, 2004.

ATTEST:

CITY OF CELESTE, TEXAS

Donna Henkel
City Secretary

[Signature]
Mayor

(SEAL)

THE GREENVILLE-HUNT COUNTY
HEALTH DEPARTMENT
[Signature]
Hunt County Judge

9169

EXHIBIT 'A'

ENVIRONMENTAL HEALTH SERVICE AGREEMENTFILED FOR RECORD
at 2 o'clock P M

JUL 26 2004

THE STATE OF TEXAS

COUNTY OF HUNT

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

This Agreement, made and entered into on the day and date last hereinafter written by and between the City of Commerce, hereinafter called "City" acting by and through its Mayor, being duly authorized by Resolution of the City Commission of the City of Commerce, Texas a copy of which is marked Exhibit A, attached hereto and made a part hereof as if copied herein verbatim and the Greenville-Hunt County Health Department, hereinafter referred to as "County" acting by and through its representative, being authorized by Resolution of the governing body of said entity, reference is made thereto for all purposes.

WITNESSETH, that the City and County, for the consideration stated herein mutually agree as follows:

1

County agrees and does hereby agree to perform the following services in and for the City of Commerce, Texas:

- A. Inspect all food service establishments within the City of Commerce.
- B. Follow up on serious violations to insure that suggested corrections are made in a timely manner and take appropriate legal action if necessary.
- C. Assist with licensing program for food service establishments.
- D. Investigate complaints of a public health nature.
- E. Enforce Texas Food Establishment Rules (25TAC §§ 229.161 – 229.171, 229.173-229.175)
- F. Provide copies of inspection reports, noting violations and corrections.
- G. Follow up on serious violations to determine if corrections are made in a timely manner and take appropriate legal action if corrections are not made.
- H. Perform responsibilities as designated representative pertaining to on-site sewage facilities.

City agrees and does hereby agree to perform the following functions in order to assist the County in the performance of services for the City.

- A. Maintain files and records, notify each food service establishment of license expiration, or serious violation of regulations.
- B. Collect and control all fees, fines and service charges.
- C. Cooperate with and assist Health Department Personnel while performing duties in and for the City of Commerce.
- D. Contribute to the County of Hunt as fair and just compensation for duties performed in and for the City of Commerce, the sum of \$383.33 each month during effective dates of this agreement.

The performance of the services to be rendered herein shall begin on the 1st day of August 2004 and end July 31, 2005 unless extended by the parties herein. In this connection it is expressly understood by the parties hereto that this agreement may be modified or canceled at any time by either party hereto by giving written notice to the other party.

WITNESS OUR HANDS TO TRIPLICATE COPIES, each of which shall have full force and dignity as an original, this 19 day of May, 2004.

ATTEST:

Marty Cunningham
City Secretary

CITY OF COMMERCE, TEXAS

Sheryl L. Lohert
Mayor

(SEAL)

THE GREENVILLE-HUNT COUNTY
HEALTH DEPARTMENT

Joe A. Bobbitt
Hunt County Judge

#9169
EXHIBIT 'A'ENVIRONMENTAL HEALTH SERVICE AGREEMENT**FILED FOR RECORD**at 2 o'clock P M

JUL 26 2004

THE STATE OF TEXAS

COUNTY OF HUNT

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

This Agreement, made and entered into on the day and date last hereinafter written by and between the City of Hawk Cove, hereinafter called "City" acting by and through its Mayor, being duly authorized by Resolution of the City Commission of the City of Hawk Cove, Texas a copy of which is marked Exhibit A, attached hereto and made a part hereof as if copied herein verbatim and the Greenville-Hunt County Health Department, hereinafter referred to as "County" acting by and through its representative, being authorized by Resolution of the governing body of said entity, reference is made thereto for all purposes.

WITNESSETH, that the City and County, for the consideration stated herein mutually agree as follows:

I

County agrees and does hereby agree to perform the following services in and for the City of Hawk Cove, Texas:

- A. Inspect all food service establishments within the City of Hawk Cove.
- B. Follow up on serious violations to insure that suggested corrections are made in a timely manner and take appropriate legal action if necessary.
- C. Assist with licensing program for food service establishments.
- D. Investigate complaints of a public health nature.
- E. Enforce Texas Food Establishment Rules (25TAC §§ 229.161 – 229.171, 229.173-229.175)
- F. Provide copies of inspection reports, noting violations and corrections.
- G. Follow up on serious violations to determine if corrections are made in a timely manner and take appropriate legal action if corrections are not made.
- H. Perform responsibilities as designated representative pertaining to on-site sewage facilities.

City agrees and does hereby agree to perform the following functions in order to assist the County in the performance of services for the City.

- A. Maintain files and records, notify each food service establishment of license expiration, or serious violation of regulations.
- B. Collect and control all fees, fines and service charges.
- C. Cooperate with and assist Health Department Personnel while performing duties in and for the City of Hawk Cove.
- D. Contribute to the County of Hunt as fair and just compensation for duties performed in and for the City of Hawk Cove, on-half (1/2) of all "food dealer's permit" fees collected during effective dates of this agreement.

The performance of the services to be rendered herein shall begin on the 1st day of August 2004 and end July 31, 2005 unless extended by the parties herein. In this connection it is expressly understood by the parties hereto that this agreement may be modified or canceled at any time by either party hereto by giving written notice to the other party.

WITNESS OUR HANDS TO TRIPPLICATE COPIES, each of which shall have full force and dignity as an original, this _____ day of _____, 2004.

ATTEST:

CITY OF HAWK COVE, TEXAS

City Secretary

B. J. W. Cole
Mayor

(SEAL)

THE GREENVILLE-HUNT COUNTY
HEALTH DEPARTMENT
Jan A. Bobbitt
Hunt County Judge

9169

EXHIBIT 'A'

FILED FOR RECORDat 2 o'clock P M

JUL 26 2004

LINDA BROOKS

County Clerk, Hunt County, Tex.

By [Signature]ENVIRONMENTAL HEALTH SERVICE AGREEMENT

THE STATE OF TEXAS

COUNTY OF HUNT

This Agreement, made and entered into on the day and date last hereinafter written by and between the City of Lone Oak, hereinafter called "City" acting by and through its Mayor, being duly authorized by Resolution of the City Commission of the City of Lone Oak, Texas a copy of which is marked Exhibit A, attached hereto and made a part hereof as if copied herein verbatim and the Greenville-Hunt County Health Department, hereinafter referred to as "County" acting by and through its representative, being authorized by Resolution of the governing body of said entity, reference is made thereto for all purposes.

WITNESSETH, that the City and County, for the consideration stated herein mutually agree as follows:

I

County agrees and does hereby agree to perform the following services in and for the City of Lone Oak, Texas:

- A. Inspect all food service establishments within the City of Lone Oak.
- B. Follow up on serious violations to insure that suggested corrections are made in a timely manner and take appropriate legal action if necessary.
- C. Assist with licensing program for food service establishments.
- D. Investigate complaints of a public health nature.
- E. Enforce Texas Food Establishment Rules (25TAC §§ 229.161 – 229.171, 229.173-229.175)
- F. Provide copies of inspection reports, noting violations and corrections.
- G. Follow up on serious violations to determine if corrections are made in a timely manner and take appropriate legal action if corrections are not made.
- H. Perform responsibilities as designated representative pertaining to on-site sewage facilities.

City agrees and does hereby agree to perform the following functions in order to assist the County in the performance of services for the City.

- A. Maintain files and records, notify each food service establishment of license expiration, or serious violation of regulations.
- B. Collect and control all fees, fines and service charges.
- C. Cooperate with and assist Health Department Personnel while performing duties in and for the City of Lone Oak.
- D. Contribute to the County of Hunt as fair and just compensation for duties performed in and for the City of Lone Oak, on-half (1/2) of all "food dealer's permit" fees collected during effective dates of this agreement.

The performance of the services to be rendered herein shall begin on the 1st day of August 2004 and end July 31, 2005 unless extended by the parties herein. In this connection it is expressly understood by the parties hereto that this agreement may be modified or canceled at any time by either party hereto by giving written notice to the other party.

WITNESS OUR HANDS TO TRIPPLICATE COPIES, each of which shall have full force and dignity as an original, this 10 day of May, 2004.

ATTEST:

CITY OF LONE OAK, TEXAS



Harold Stennis
Mayor

THE GREENVILLE-HUNT COUNTY
HEALTH DEPARTMENT
Joe A. Bohlt
Hunt County Judge

ENVIRONMENTAL HEALTH SERVICE AGREEMENT

THE STATE OF TEXAS

COUNTY OF HUNT

This Agreement, made and entered into on the day and date last hereinafter written by and between the City of Quinlan, hereinafter called "City" acting by and through its Mayor, being duly authorized by Resolution of the City Commission of the City of Quinlan, Texas a copy of which is marked Exhibit A, attached hereto and made a part hereof as if copied herein verbatim and the Greenville-Hunt County Health Department, hereinafter referred to as "County" acting by and through its representative, being authorized by Resolution of the governing body of said entity, reference is made thereto for all purposes.

WITNESSETH, that the City and County, for the consideration stated herein mutually agree as follows:

I

County agrees and does hereby agree to perform the following services in and for the City of Quinlan, Texas:

- A. Inspect all food service establishments within the City of Quinlan.
- B. Follow up on serious violations to insure that suggested corrections are made in a timely manner and take appropriate legal action if necessary.
- C. Assist with licensing program for food service establishments.
- D. Investigate complaints of a public health nature.
- E. Enforce Texas Food Establishment Rules (25TAC §§ 229.161 – 229.171, 229.173-229.175)
- F. Provide copies of inspection reports, noting violations and corrections.
- G. Follow up on serious violations to determine if corrections are made in a timely manner and take appropriate legal action if corrections are not made.
- H. Perform responsibilities as designated representative pertaining to on-site sewage facilities.

9169
EXHIBIT 'A'

FILED FOR RECORD

at 2 o'clock PM

JUL 26 2004

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

City agrees and does hereby agree to perform the following functions in order to assist the County in the performance of services for the City.

- A. Maintain files and records, notify each food service establishment of license expiration, or serious violation of regulations.
- B. Collect and control all fees, fines and service charges.
- C. Cooperate with and assist Health Department Personnel while performing duties in and for the City of Quinlan.
- D. Contribute to the County of Hunt as fair and just compensation for duties performed in and for the City of Quinlan, on-half (1/2) of all "food dealer's permit" fees collected during effective dates of this agreement.

The performance of the services to be rendered herein shall begin on the 1st day of August 2004 and end July 31, 2005 unless extended by the parties herein. In this connection it is expressly understood by the parties hereto that this agreement may be modified or canceled at any time by either party hereto by giving written notice to the other party.

WITNESS OUR HANDS TO TRIPLICATE COPIES, each of which shall have full force and dignity as an original, this 12 day of July, 2004.

ATTEST:

CITY OF QUINLAN, TEXAS

Dickie Raduechel
City Secretary

Shawn Royal
Mayor

(SEAL)

THE GREENVILLE-HUNT COUNTY
HEALTH DEPARTMENT
Joe A. Ball
Hunt County Judge

ENVIRONMENTAL HEALTH SERVICE AGREEMENT

THE STATE OF TEXAS

COUNTY OF HUNT

This Agreement, made and entered into on the day and date last hereinafter written by and between the City of West Tawakoni, hereinafter called "City" acting by and through its Mayor, being duly authorized by Resolution of the City Commission of the City of West Tawakoni, Texas a copy of which is marked Exhibit A, attached hereto and made a part hereof as if copied herein verbatim and the Greenville-Hunt County Health Department, hereinafter referred to as "County" acting by and through its representative, being authorized by Resolution of the governing body of said entity, reference is made thereto for all purposes.

WITNESSETH, that the City and County, for the consideration stated herein mutually agree as follows:

I

County agrees and does hereby agree to perform the following services in and for the City of West Tawakoni, Texas:

- A. Inspect all food service establishments within the City of West Tawakoni. Inspections per establishment are to be conducted a minimum of 2 times per year.
- B. Follow up on serious violations to insure that suggested corrections are made in a timely manner and take appropriate legal action if necessary.
- C. Assist with licensing program for food service establishments.
- D. Investigate complaints of a public health nature.
- E. Enforce Texas Food Establishment Rules (25TAC §§ 229.161 – 229.171, 229.173-229.175)
- F. Provide copies of inspection reports, noting violations and corrections.
- G. Follow up on serious violations to determine if corrections are made in a timely manner and take appropriate legal action if corrections are not made.

9169
EXHIBIT 'A'**FILED FOR RECORD**at 2 o'clock P M

JUL 26 2004

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

H. Perform responsibilities as designated representative pertaining to on-site sewage facilities.

City agrees and does hereby agree to perform the following functions in order to assist the County in the performance of services for the City.

- A. Maintain files and records, notify each food service establishment of license expiration, or serious violation of regulations.
- B. Collect and control all fees, fines and service charges.
- C. Cooperate with and assist Health Department Personnel while performing duties in and for the City of West Tawakoni.
- D. Contribute to the County of Hunt as fair and just compensation for duties performed in and for the City of West Tawakoni, on-half (1/2) of all "food dealer's permit" fees collected during effective dates of this agreement.

The performance of the services to be rendered herein shall begin on the 1st day of August 2004 and end July 31, 2005 unless extended by the parties herein. In this connection it is expressly understood by the parties hereto that this agreement may be modified or canceled at any time by either party hereto by giving written notice to the other party.

WITNESS OUR HANDS TO TRIPLICATE COPIES, each of which shall have full force and dignity as an original, this 8 day of June, 2004.

ATTEST:

CITY OF WEST TAWAKONI, TEXAS

Susan Roberts
City Secretary

Bill Henry
Mayor

(SEAL)

THE GREENVILLE-HUNT COUNTY
HEALTH DEPARTMENT
Jan C. Bellett
Hunt County Judge

9169
EXHIBIT 'A'ENVIRONMENTAL HEALTH SERVICE AGREEMENTFILED FOR RECORD
at 2 o'clock P M

JUL 26 2004

THE STATE OF TEXAS

COUNTY OF HUNT

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

This Agreement, made and entered into on the day and date last hereinafter written by and between the City of Wolfe City, hereinafter called "City" acting by and through its Mayor, being duly authorized by Resolution of the City Commission of the City of Wolfe City, Texas a copy of which is marked Exhibit A, attached hereto and made a part hereof as if copied herein verbatim and the Greenville-Hunt County Health Department, hereinafter referred to as "County" acting by and through its representative, being authorized by Resolution of the governing body of said entity, reference is made thereto for all purposes.

WITNESSETH, that the City and County, for the consideration stated herein mutually agree as follows:

I

County agrees and does hereby agree to perform the following services in and for the City of Wolfe City, Texas:

- A. Inspect all food service establishments within the City of Wolfe City.
- B. Follow up on serious violations to insure that suggested corrections are made in a timely manner and take appropriate legal action if necessary.
- C. Assist with licensing program for food service establishments.
- D. Investigate complaints of a public health nature.
- E. Enforce Texas Food Establishment Rules (25TAC §§ 229.161 – 229.171, 229.173-229.175)
- F. Provide copies of inspection reports, noting violations and corrections.
- G. Follow up on serious violations to determine if corrections are made in a timely manner and take appropriate legal action if corrections are not made.
- H. Perform responsibilities as designated representative pertaining to on-site sewage facilities.

City agrees and does hereby agree to perform the following functions in order to assist the County in the performance of services for the City.

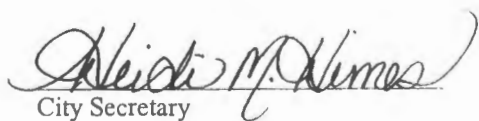
- A. Maintain files and records, notify each food service establishment of license expiration, or serious violation of regulations.
- B. Collect and control all fees, fines and service charges.
- C. Cooperate with and assist Health Department Personnel while performing duties in and for the City of Wolfe City.
- D. Contribute to the County of Hunt as fair and just compensation for duties performed in and for the City of Wolfe City, on-half (1/2) of all "food dealer's permit" fees collected during effective dates of this agreement.

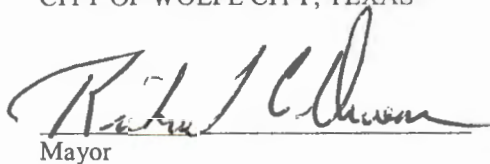
The performance of the services to be rendered herein shall begin on the 1st day of August 2004 and end July 31, 2005 unless extended by the parties herein. In this connection it is expressly understood by the parties hereto that this agreement may be modified or canceled at any time by either party hereto by giving written notice to the other party.

WITNESS OUR HANDS TO TRIPLICATE COPIES, each of which shall have full force and dignity as an original, this 15 day of June, 2004.

ATTEST:

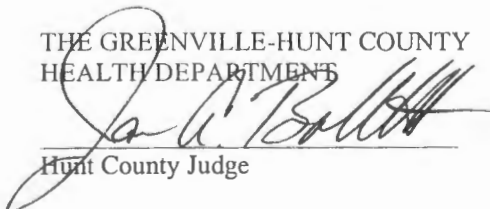
CITY OF WOLFE CITY, TEXAS


City Secretary


Mayor

(SEAL)

THE GREENVILLE-HUNT COUNTY
HEALTH DEPARTMENT


Hunt County Judge

GREENVILLE-HUNT COUNTY HEALTH DEPARTMENT

2700 JOHNSON STREET

GREENVILLE, TX. 75401

Telephone: 903-408-4140

Fax: 903-454-3721

E-Mail Address: health@huntcountyhealth.com

June 28, 2004

To: Hunt County Commissioners

Subject: Proposal for fee changes.

Four areas in our on-site sewage program need to be addressed to increase revenue for our department. The proposed increase figures is based on using figures from the last 3 years (2001-2003).

1. New Installations

Current fee - \$260.00 for residential and \$310.00 for commercial

Proposed fee - \$310.00 for residential and \$310.00 for commercial

Average new systems over last 3 years - 559

Current fee - \$260.00 x 559 systems = \$145,340.00

Proposed fee - \$310.00 x 559 systems = \$173,290.00

Increase per year - \$27,950.00

2. Repairs

Current fee - \$25.00

Proposed fee - \$50.00

Average repairs over last 3 years - 19

Current fee - \$25.00 x 19 = \$475.00

Proposed fee - \$50.00 x 19 = \$950.00

Increase per year - \$475.00

3. Certifications

Current fee - \$75.00

Proposed fee - \$100.00

Average certifications last 3 years - 20

Current fee - \$75.00 x 20 = \$1,500.00

Proposed fee - \$100.00 x 20 = \$2,000.00

Increase per year - \$500.00

July
agenda
Joe Lilly

#9170
FILED FOR RECORD
at 2 o'clock P
JUL 26 2004
LINDA BROOKS
County Clerk, Hunt County, Tex.
By [Signature]

\$150?

\$150

150 x 20 = 3000
\$1500 increase

4. Aerobic Maintenance Contract Renewals

Current fee – none

Proposed fee - \$20.00

Current number of aerobic systems – 4,143

Proposed fee with income per year - $\$20.00 \times 4,143 = \$82,860.00$ Estimated increase in revenue per year: **\$111,785.00**

New Construction	-	\$27,950.00
Repairs	-	475.00
Certifications	-	500.00
<u>Contract renewals</u>	-	<u>82,860.00</u>
		\$111,785.00

If you have any questions please call.

Joe Lilly,
Administrator

ACCT #	LOCATION	CITY OR AREA	VALUE	MIN. BID	IMP	BID RECVD
R39251	4307 McKinney	City of Greenville	\$1,110.00	\$406.10	No	\$600.00
R41921	Williams & Bourland	City of Greenville	\$560.00	\$304.94	No	\$600.00
R41925	1906 Williams(uncut)	City of Greenville	\$470.00	\$295.94	No	\$475.00
R42154	4629 Spencer St.	City of Greenville	\$1,770.00	\$558.50	No	\$600.00
R52132	Robin Rd.	Quinlan Area	\$2,490.00	\$549.94	Yes	\$690.00
R52916	413 N. Neal St.	City of Commerce	\$2,840.00	\$1,281.50	No	\$1,865.00
R71494	1414 Morse	City of Greenville	\$1,600.00	\$628.77	No	\$638.00
R71597	3015 Roberts	City of Greenville	\$3,480.00	\$898.51	No	\$975.00
R71979	3114 Hemphill	City of Greenville	\$1,740.00	\$308.74	No	\$426.00
R72260	4012 McKinney	City of Greenville	\$6,630.00	\$1,183.50	Yes	\$1,275.26
R72700	2109 church St.	City of Greenville	\$1,600.00	\$363.80	No	\$375.00
R72841	1224 Wesley St.	City of Greenville	\$1,630.00	\$347.51	No	\$360.00
R73426	3317 Bourland St.	City of Greenville	\$490.00	\$370.00	No	\$500.00
R77104	Shoreline Dr.	Lone Oak Area	\$3,170.00	\$569.64	No	\$675.00
R77646	Valley View Dr.	Lone Oak Area	\$8,840.00	\$1,011.14	Yes	\$1,100.01
R79251	Spence Street	City of Wolfe City	\$2,350.00	\$621.15	No	\$650.00
R85863	4711 Bourland	City of Greenville	\$1,120.00	\$978.25	No	\$1,125.00
R88319	Off CR 3613	Quinlan Area	\$1,560.00	\$337.14	No	\$505.00
R88340	Off CR 3613	Quinlan Area	\$1,560.00	\$337.14	No	\$505.00
R110984	Tract 31, Hayes P	City of Commerce	\$3,600.00	\$849.25	No	\$900.00
R111946	Tract 35, Wilson J	Commerce Area	\$4,200.00	\$1,039.25	No	\$1,400.00
						\$16,239.27

Shaded indicates properties struck off to Hunt County as permas jurisdiction.

FILED FOR RECORD
at 2 o'clock M

JUL 26 2004

LINDA BROOKS
County Clerk
By *[Signature]* Deputy Clerk