

COMMISSIONERS COURT
REGULAR SESSION
January 24, 2005

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:

9330 On the motion by Phillip Martin, second by Jim Latham, the Court approved the Quarterly Report from the Hunt County Boys & Girls Club for October thru December, 2004, presented by David La Vasseur.

9331 On the motion by Latham, second by Ralph Green, the Court approved Quarterly Report from the Children's Museum presented by new Director – Toni Fetts for October thru December 2004.

— ‘Discuss and possibly take action on acknowledgment of seminar and credit for the following course: Safety Leadership School “How to be a Safety Coach.” The Court acknowledged Peggy G. Little has successfully completed this course given by the Texas Safety Association. *See Attachment.*

— ‘Discuss and possibly acknowledge seminar and credit for the following classes: Sexual Harassment/Sexual Misconduct, Suicide Detection, Prevention and Classification. The Court acknowledged.

9332 On the motion by Martin, second by Latham, the Court approved proposed budget for the Seized Assets Account. *See Attachment.*

9333 On the motion by Green, second by Martin, the Court approved renewal of lease agreement between Hunt County and Mrs. Ronald M. Wade and nephew, A.J. Hilliard III for the County Parking lot east of the Courthouse on Johnson Street. Lease to begin Jan 1, 2005, and extend to Dec. 31, 2006. *See Attachment.*

9334 On the motion by Kenneth Thornton, second by Martin, the Court approved Blueberry Hill Road final acceptance into the Hunt County Maintenance Program for Pct. 1. Commissioner Thornton advised the Court Doyle Brinkley was not present, but this is a seal coat road that is in good shape.

— ‘Discuss and possibly take action on preliminary plat for Webb Hill Club Estates in Pct 1. Item dropped from the Agenda.

9335 On the motion by Thornton, second by Martin, the Court approved the final plat for Risely Farm Addition in Pct 1. For: Thornton, Martin, Latham. Against – None. Abstained: Green. Motion passes.

9336 On the motion by Martin, second by Green, the Court approved request to construct power distribution facilities along and across CR 3701 in Pct 3 (Court noted correction to CR # original posted) with the usual stipulations.

— ‘Discuss and possibly take action on request to construct electrical power distribution facilities along and across CR 3701 in Pct 3.’ Item dropped from Agenda.

9337 On the motion by Martin, second by Green, the Court approved the addition of county road “Canvass Back Drive” of Mallard Point Development 0.1049 miles (554’) in Pct 3 of seal coat road into the County Maintenance Program.

9338 On the motion by Martin, second by Latham, the Court approved the addition of “Mallard Point Drive” of the Mallard Point Development 0.390 miles in Pct 3 seal coat road into the County Maintenance Program.

— ‘Discuss and possibly take action on approval of preliminary plat for QMF Steel Industrial Park Addition in Pct 4.’ After much discussion by the Court concerning subdivision rules being specifically for residential subdivision, etc., the Court did not accept preliminary plat, but stated the Court has no objections to the plat at this time. Commissioner Latham to contact Larry Jackson for further discussion.

— ‘Discuss and possibly take action on New Board Member for Hunt County Committee on Aging to replace Marilyn Green.’ David Caldwell was present acting Marilyn Green with 6 years of dedicated service on this Board. Item dropped due to another County employee interested in placement on this Board.

9339 On the motion by Judge Bobbitt, second by Martin, the Court approved variance to ordinance for the placement of Aerobic System with-in the flood plain of Hunt County. Judge Bobbitt stated this would allow better treated water into flood plain.

9340 On the motion by Green, second by Judge Bobbitt, the Court approved the appointment of Lester Cooks of Rockwall as our new Veterans Service Officer for Hunt

County. Mr. Cooks retired as a Major after 26 years of active military service. Available for service February 7, 2005.

9341 On the motion by Judge Bobbitt, second by Thornton, the court approved the Quarterly Investment Report for Hunt County for October thru December 2004, presented by County Treasurer – Delores Shelton.

ADDENDUM:

9342 On the motion by Green, second by Martin, the Court approved Interlocal-Agreement between Hunt County and Royse City, in connection with the Verandah Project. Judge Bobbitt noted a small part of the area may fall within the ETJ of Royse City. *See Attachment.*

HEAR AND DISCUSS:

Judge Bobbitt advised the Court of a plea agreement on one of our Capital Murder Cases. Linda Brooks – County Clerk thanked her staff, our Maintenance Department, IT Department and our trustees for help in moving the County Clerk’s Office to the first floor for renovation on the 2nd floor.

9343 On the motion by Martin, second by Latham, the Court approved accounts payable. Judge Bobbitt abstained from the vote.

9344 On the motion by Thornton, second by Martin, the Court approved line-item budget transfers.

PERSONNEL AND PAYROLL:

<u>COUNTY ATTORNEY:</u>	Terminate Randy Wright – January 4, 2005. Please return all Hunt County property to this office as of Thursday, January 6, 2005.
<u>SHERIFF DEPARTMENT:</u>	Remove Nathan Ehrhart as Detention Officer, due to his resignation, effective 10-29-05. Add Marlon Smith as full time Detention Officer at \$24,176.88 per year, effective 1-7-05.
<u>TAX ASSESSOR:</u>	Raise Kathy Hackett, Deputy Clerk \$19,475.04 to \$20,370.34, effective 1-24-05. Raise Kelly Gage, Deputy Clerk \$19,217.90 to \$20,370.34, effective 1-24-05. Raise Pamela Burns, Deputy Clerk

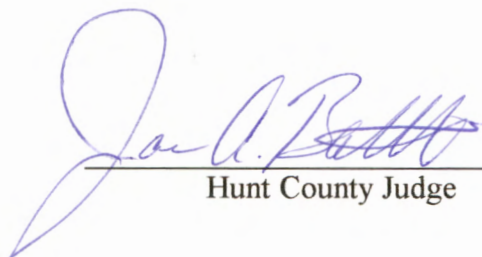
	\$19,569.94 to \$20,370.34, effective 1-24-05.
<u>VETERANS OFFICE:</u>	Add Lester Cooks as full time Veterans Service Officer at \$28,344.94, effective 2-7-05.

9345 On the motion by Martin, second by Latham, the Court approved personnel and payroll changes. Judge Bobbitt noted we presently have 55 jailers, to release 2 more positions.

— The Court recessed at 10:55A.M; Court reconvened at 11:00A.M.

— The Court went into Executive Session with no action taken.

— Court Adjourned. Minutes approved this 14 day of ^{February}~~January~~, 2005.


 Hunt County Judge

Attest:



Hunt County Clerk



#3

FILED FOR RECORD
at 3 o'clock 2 M

JAN 24 2005

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

This is to certify that

Peggy G. Little

has successfully completed the course in

Safety Leadership School
"How to be a Safety Coach"

presented by

Texas Safety Association

Location:

Midland, Texas

Date:

November 18-19, 2004

Nancy Petru
Chief Operating Officer

C.E.U.'s

1.4



HUNT COUNTY SHERIFF

CRIMINAL JUSTICE CENTER
903-455-3501
Fax 903-453-6843

DON ANDERSON, Sheriff
2801 Stuart Street
Greenville, Texas 75401

December 30, 2004

9332
FILED FOR RECORD
at 3 o'clock P M

JAN 24 2005

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

To: Hunt County Commissioner's Court

From: Hunt County Sheriff's Office

Subject: Proposed budget expenditures for seized proceeds for fiscal year 2004-2005

Account #642650485 balance as of December 30, 2004 is \$32,060.28.

Proposed spending would include:

47% for Investigative support, ie: polygraphs, video and audiotapes, expert services at crime scenes, etc. (\$15,000.00)

31% for operating expenses, ie: undercover expenses, crime scene equipment, photos, diagrams, maps etc. (\$10,000.00)

22% for equipment, ie: firearms, ballistics vests, flashlights, and other tools as may be needed at crime scenes etc. (\$7,000.00)

Sincerely,

A handwritten signature in black ink, appearing to read "Don Anderson", with a long horizontal flourish extending to the right.

Don Anderson
Hunt County Sheriff

#9933
FILED FOR RECORD
 at 3 o'clock 7 M
JAN 24 2005
 LINDA BROOKS
 County Clerk, Hunt County, Tex.
 By [Signature]

LEASE AGREEMENT

STATE OF TEXAS §

COUNTY OF HUNT §

This Lease Agreement is made as of the 1st day of January, 2005, at Greenville, Texas, by and between A. J. HILLIARD, III of Dallas County, Texas, and DIONNE WADE of Rockwall County, Texas, whose mailing address for all purposes is 5901 Volunteer, Rockwall, Texas 75087, hereinafter "Lessors", and HUNT COUNTY, TEXAS, a governmental body acting by and through JOE BOBBITT, County Judge, duly authorized to act by Order of the Commissioners Court of Hunt County, Texas, attested by the Secretary of the Court, whose mailing address for all purposes is County Judge, Courthouse, Greenville, Texas 75401, hereinafter "Lessee", WITNESSETH:

1. DEMISE AND DESCRIPTION OF PROPERTY. Lessors hereby lease to Lessee, and Lessee hereby leases from Lessors, that certain real property, hereinafter called the Demised Premises situated in the City of Greenville, Hunt County, Texas, and described as follows:

FIRST TRACT: All that certain lot, tract or parcel of land lying and being situated in the City of Greenville, Hunt County, Texas, being a part of the John Gillespie Survey, Abstract No. 356, and being the South one-half of Lots 3 and 8 in Block 12, being more particularly described as follows:

BEGINNING at the Southeast Corner of Lot 8 in said Block;

THENCE West 216 feet;

THENCE North 27 feet;

THENCE East 216 feet;

THENCE South 27 feet to the place of beginning.

SECOND TRACT: All that certain lot, tract or parcel of land lying and being situated in the City of Greenville, Hunt County, Texas, being a part of the John Gillespie Survey, Abstract No. 356, and being the North one-half of Lots 3 and 8 in Block 12, being more particularly described as follows:

BEGINNING at the Southwest Corner of Lot 2 in Block 12;

THENCE East 216 feet;

THENCE South 27 feet;

THENCE West 210 feet;

THENCE North 27 feet to the place of beginning.

2. TERM. The term of this Lease shall be for a period of two (2) years hereafter called the Lease Term, beginning on the 1st day of January, 2005, and ending on the 31st day of December, 2006.

3. RENT. The rent for the Term of this Lease shall be the sum of EIGHT THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$8,400.00), payable in equal monthly installments of \$350.00 each, payable in advance, in Greenville, Hunt County, Texas, on the 1st day of January, 2005, and on the 1st day of each succeeding month thereafter.

4. USE OF PREMISES. The premises are leased to be used as a parking lot for county employees and not otherwise.

5. NO WASTE, NUISANCE, OR UNLAWFUL USE. Lessee shall not commit, or allow to be committed, any waste on the premises, create or allow any nuisance to exist on the premises, or use or allow the premises to be used for an unlawful purpose.

6. ACCEPTANCE OF PREMISES AND MAINTENANCE. The parties recognize that Lessee has occupied the premises as a tenant on a month-to-month basis, or under a written lease, for over ten years. Accordingly, Lessee accepts the premises as in suitable condition for its intended use.

7. SURRENDER OF PREMISES. Lessee agrees to surrender the premises to Lessors at the end of the Lease Term, in good and proper state of order and repair, free of any damage to the premises occasioned by any act of Lessee, its agents, servants or employees.

8. INSURANCE AND INDEMNITY AGREEMENT. Lessee agrees to indemnify and hold Lessors, and the property of Lessors, including the Demised Premises, entirely free and harmless from any and all liability for injury to or death of any person, including all elected officials, officers, and employees of Lessee, as well as all members of the general public, including, without limitation, guests and invitees of Lessee and its elected officials, officers and employees, as well as passers-by, trespassers, and all members of the general public without limitation, as well as for damages to property, arising from the use and occupancy of the Demised Premises by Lessee or from the act or omission of any person or persons including Lessee's elected officials, officers, and employees, in and about the Demised Premises. In this connection, Lessee agrees that in leasing the Demised Premises and devoting the same to their intended purpose, Lessee is engaged in a

proprietary, and not a governmental function, and to the maximum extent possible Lessee waives and entirely relinquishes all defenses based on sovereign immunity, or the like. Lessee agrees to purchase general liability insurance with limits of not less than \$350,000.00 for each accident or occurrence, and to name Lessors as an additional insured therein, as landlord of the Demised Premises.

9. ASSIGNMENT. Lessee agrees not to assign or sublease the premises leased, any part thereof, or any right or privilege connected therewith, or to allow any other person, except Lessee's agents and employees, to occupy the premises or any part thereof, without first obtaining the Lessors' written consent. Lessee's interest in this Lease is not assignable by operation of Law, nor is any assignment of its interest herein, without Lessors' written consent.

10. LESSORS' REMEDIES ON LESSEE'S BREACH. If Lessee breaches this Lease, Lessors shall first give notice of the breach as hereafter set out and afford the Lessee fifteen (15) days opportunity to cure the specified default. Upon Lessee's failure to cure the specified default within fifteen (15) days after notice thereof, Lessors shall have the following remedies in addition to their other rights and remedies in such event:

- (a) Reentry. Lessors may reenter the premises immediately and remove all Lessee's personnel and property therefrom. Lessors may store the property in a public warehouse or at another place of their choosing at Lessee's expense or to Lessee's account.
- (b) Termination. After reentry, Lessors may terminate the Lease on giving ten (10) days' written notice of such termination to Lessee. Reentry only, without notice of termination, will not terminate the Lease.
- (c) Reletting Premises. After reentering, Lessors may relet the premises or any part thereof, for any term, without terminating the lease at such rent and on such terms as they may choose. Lessors may make alterations and repairs to the premises at Lessee's expense. Rentals received shall be credited to Lessee's account.

11. EFFECT OF LESSORS' WAIVER. Lessors' waiver of breach of one covenant or condition of this Lease is not a waiver of breach of others, or of subsequent breach of the one waived. Lessors' acceptance of rent installments after breach is not a waiver of the breach, except of breach of the covenant to pay the rent installment or installments accepted.

12. EFFECT OF EMINENT DOMAIN PROCEEDING. Eminent domain proceedings resulting in the condemnation of a part of the premises leased herein that leave the rest usable by Lessee for purposes of the business for which the premises are leased will not terminate this Lease, unless Lessors at their option terminate it by giving written notice of termination to Lessee. The effect of such condemnation, should such option not be exercised, will be to terminate the Lease as to the portion of the premises condemned, and leave it in effect as to the remainder of the premises. Lessee's rental for the remainder of the Lease Term shall in such case be reduced by the amount that the usefulness of the premises to it for such business purposes is reduced.

13. MISCELLANEOUS PROVISIONS.

- (a) Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hunt County, Texas.
- (b) Parties Bound. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns except as otherwise expressly provided herein.
- (c) Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- (d) Prior Agreements Superseded. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.
- (e) Attorney's Fees. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees from the other party, which fees may be set by the court in the trial of such action or may be enforced in a separate action brought for that purpose, and which fees shall be in addition to any other relief which may be awarded.

- (f) Specific Performance. The parties hereby declare that it is impossible to measure in money the damages which will accrue to a party hereto, his heirs, executors, administrators, legal representatives, successors, or assigns by reason of a failure to perform any of the obligations under this Agreement. Therefore, if a party thereto, his heirs, executors, administrators, legal representatives, successors, or assigns shall institute any action or proceeding to enforce the provisions hereof, any person against whom such action or proceedings is brought hereby agrees that specific performance may be sought and obtained for any breach of this Agreement.
- (g) Notice. Unless otherwise provided herein, any notice, tender, or delivery to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received as of actual receipt.
- (h) Time of Essence. Time is of the essence in this Agreement.

Executed the _____ day of _____ 2005, as of and to become effective January 1, 2005.

LESSOR:

A. J. HILLIARD, III

DIONNE WADE

LESSEE:

HUNT COUNTY, TEXAS

BY: _____

JOE BOBBITT,
County Judge

ATTEST: _____

Secretary

Linda Brooks
Hunt County Clerk

THE STATE OF TEXAS §

COUNTY OF _____ §

 This instrument was acknowledged before me on the _____ day of _____, 2005, by A. J. HILLIARD, III.

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF _____ §

 This instrument was acknowledged before me on the _____ day of _____, 2005, by DIONNE WADE.

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF HUNT §

 This instrument was acknowledged before me on the _____ day of _____, 2005, by JOE BOBBITT, County Judge, on behalf of HUNT COUNTY, TEXAS, a governmental body.

Notary Public, State of Texas

FILED FOR RECORD
at 10:45 o'clock JAN 24 2005
M # 9342

By LINDA BROOKS
County Clerk, Hunt County, Tex.

INTERLOCAL COOPERATION AGREEMENT

FILED FOR RECORD
COUNTY CLERK, HUNT CO., TX
05 JAN 28 AM 9:57
DRAFT

This Interlocal Cooperation Agreement ("ICA") is entered into and in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, *Texas Government Code*, and *Texas Local Government Code* §242.001, as amended, by and between the CITY OF ROYSE CITY, TEXAS ("City"), a political subdivision of the State of Texas, and HUNT COUNTY, TEXAS ("County"), also a political subdivision of the State of Texas.

Recitals

WHEREAS, a portion of the extraterritorial jurisdiction ("ETJ") of City may lie within the boundaries of County (the "Conflicting Portion of City's ETJ"); and

WHEREAS, §242.001 requires that in such instances the City and the County agree to a means whereby only one governmental agency will have jurisdiction to oversee and regulate the platting processes and related permits within the Conflicting Portion of City's ETJ; and

WHEREAS, the Interlocal Cooperation Act allows local governments to contract with one another to perform governmental functions such as platting and approval of related permits; and

WHEREAS, City and County mutually desire to be subject to the provisions of the Interlocal Cooperation Act, and specifically §791.011 thereof regarding contracts to perform governmental functions and services; and

WHEREAS, §242.001 requires the City and the County in such circumstances to enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the Conflicting Portion of City's ETJ; and

WHEREAS, both City and County desire that County be granted such exclusive jurisdiction to regulate subdivision plats and approve related permits in the Conflicting Portion of City's ETJ under Subchapter A of Chapter 212 of the *Texas Local Government Code* and other statutes applicable to municipalities, all as provided for in §242.001, as amended.

NOW, THEREFORE, City and County, for the mutual consideration stated herein, agree and obligate themselves as follows:

Agreements

1. County Granted Exclusive Jurisdiction. County shall be granted exclusive jurisdiction to regulate all subdivision plats and approve all related permits in the Conflicting Portion of City's ETJ and may regulate subdivisions under Subchapter A of Chapter 212 of the *Texas Local Government Code* and other statutes applicable to municipalities, and City shall no longer exercise any of these functions in the Conflicting Portion of its ETJ. County shall retain

jurisdiction to enforce *Texas Health & Safety Code 366* and on-site sewage facilities under 30 *Texas Administrative Code* ("TAC") Chapter 285, and the jurisdiction to approve and regulate culvert and development permits shall remain within the jurisdiction of the County.

2. Conflict in ETJ Defined. For the purposes of this Agreement, the area of the Conflicting Portion of City's ETJ which is the subject of this Agreement is described by the area indicated on Exhibit "A" attached hereto to which reference is here made for all pertinent purposes to incorporate the same herein. The recognition of this portion of the ETJ of City shall not be deemed an admission by the City or the County in any dispute with any other person or municipality regarding the boundaries of City's ETJ.

3. ETJ Expansion or Reduction. Should the City's ETJ expand so as to further conflict with the boundaries of the County, this Agreement shall be considered amended *ipso facto* so as always to cover and include all portions of the City's ETJ, as hereafter expanded if that be the case, that conflict with the boundaries of the County unless this Agreement is hereafter amended.

4. Notice of Approved Plats. The County shall notify City of the approval of a plat. A copy of the approved plat and any engineering plans shall be sent to the City as designated by the City Administrator. Addresses shall be assigned to each lot within an approved subdivision by County.

5. Plats Affected. The plats which will be subject to this ICA are those heretofore filed approved by County and those filed after the effective date, as herein defined, of this ICA.

6. Collection of Fees and Costs. All costs involved with the approval of subdivision plats, including but not limited to engineering reviews and inspections of public improvements, under this ICA shall be borne by the County and payable out of current revenues available to it. All fees collected by the County shall be retained by the County.

7. Effective Date. The Effective Date shall be the date upon which both parties have approved and fully executed this ICA.

8. Applicable Regulations. The subdivision rules and regulations currently enacted by the County are hereby established as the regulations to be enforced by the County in the Conflicting Portion of City's ETJ. Any amendments of the County's subdivision rules and regulations shall apply from the effective date thereof.

9. Miscellaneous Provisions.

- (a) This Agreement expresses the entire agreement between the parties hereto regarding the subject matter contained herein and may not be modified or amended except by written agreement duly executed by both parties.

- (b) This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.
- (c) This Agreement shall be construed in accordance with the laws of the State of Texas, and venue for all purposes hereunder shall be in Hunt County, Texas.
- (d) If any provisions hereof is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be fully severable here from and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision never comprised a part hereof; and the remaining provisions shall continue in full force and effect.
- (e) All notices required to be given by virtue of this ICA shall be addressed as follows and delivered by certified mail, postage prepaid, or by hand delivery:

City:

Copy to:

County:

Hunt County Judge
 Hunt County Courthouse
 Greenville, Texas 75401

Copy to:

Harold F. Curtis, Jr.
 Curtis, Alexander, McCampbell & Morris, P.C.
 P. O. Box 1256
 Greenville, Texas 75403

- (f) This ICA is not intended to extend the liability of the parties beyond that provided by law. Neither the City nor the County waives any immunity or defense that would otherwise be available to it against claims by third parties.

APPROVED BY THE CITY COUNCIL OF THE CITY OF ROYSE CITY, TEXAS, in its meeting held on the _____ day of _____, 2005, and executed by its authorized representative.

CITY OF ROYSE CITY, TEXAS

By: _____

Title: _____

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

APPROVED BY THE COMMISSIONERS COURT FOR HUNT COUNTY, TEXAS, in its meeting held on the 24 day of January, 2005, and executed by its authorized representative.

HUNT COUNTY, TEXAS

By:

Joe A. Bobbitt
Joe A. Bobbitt, County Judge

ATTEST:

Brenda Brosch
Hunt County Clerk

APPROVED AS TO FORM:

Harold F. Curtis, Jr.
Harold F. Curtis, Jr., Special Counsel
to the County