

12,742(3)

PURCHASING COOPERATIVE INTERLOCAL AGREEMENT

BETWEEN COUNTY OF HUNT, TEXAS AND COUNTY OF FANNIN, TEXAS

This agreement is made this 13th day of May, 2013 between the County of Hunt, Texas and County of Fannin, Texas.

Pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791 Texas Government Code providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

WHEREAS, the contract is made under the authority of Sections 791.001-791.035 of the Texas Government Code; and,

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

WHEREAS, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, the governing bodies find that the performance of this contract is in the common and best interest of both parties; and that the division of cost fairly compensates the performing party for the services under this contract.

I.

Fannin County hereby makes, constitutes and appoints Hunt County its true and lawful purchasing agent for the purchase of Road Oil Contract. Hunt County will forward a copy of requested Annual Contract for the requesting entity use. Fannin County agrees that Hunt County shall serve as the purchasing agent for selected items, and agrees that the bidding shall be conducted by Hunt County according to its usual bidding procedures and in accordance with applicable State statutes.

FILED FOR RECORD
at 11:00 o'clock A M

MAY 28 2013

JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.
By 

II.

Fannin County agrees that all specifications for selected items shall be determined by Hunt County.

III.

Fannin County agrees to pay the supplier for all goods, equipment and products pursuant to this agreement. The successful bidder or bidders shall bill the Fannin County directly for all items purchased, and Fannin County shall be responsible for vendor's compliance with all conditions of delivery and quality of the purchased items.

IV.

Fannin County shall protect, defend, indemnify, and hold harmless Hunt County and its representatives, officers, directors, agents, employees, county commissioners, and county judges, etc., from and against any and all claims, demands and causes of action that arise out of or are related to this agreement.

V.

Jill Holmes, Purchasing Agent is hereby designated as the official representative to act for the Fannin County in all matters relating to this agreement.

VI.

This agreement shall take effect upon execution by both signatories.

VII.

This agreement shall be in effect from the date of execution until terminated, by either party to the agreement, upon written thirty (30) days notice, prior to cancellation, from one party to the other.

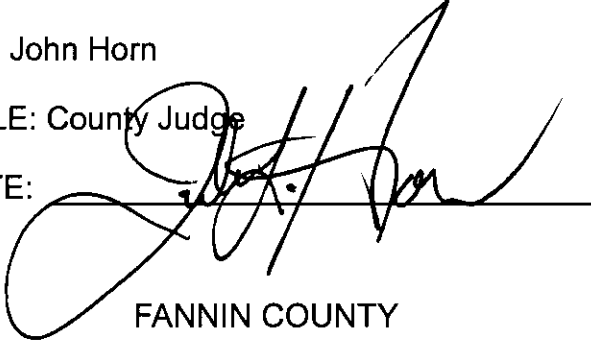
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers the day and year first above written.

HUNT COUNTY

BY: John Horn

TITLE: County Judge

DATE:


A large, stylized handwritten signature in black ink, appearing to read "John Horn", is written over a horizontal line. The signature is highly cursive and loops around the line.

FANNIN COUNTY

BY: Creta L. Carter II

TITLE: County Judge

DATE:

A handwritten signature in black ink, appearing to read "Creta L. Carter II", is written over a horizontal line. To the right of the signature, the date "5-13-13" is written in a similar cursive style.

**HUNT COUNTY
 BID TABULATION**

**FORMAL BID NO. 101-13, ROAD OIL and EMULSION FOR SEAL COAT
 Effective 4/23/13 through 4/22/14**

VENDOR	Bryan & Bryan	Bryan & Bryan	Ergon	Ergon	EP&A Envirotac	EP&A Envirotac
PRODUCT	PRICE per Ton Delivered to all Precincts	PRICE per Ton Picked Up for all Precincts	PRICE per Barrel Delivered	PRICE per Barrel Picked Up	PRICE per Tote Delivered	PRICE per Tote Picked Up
Road Oil	\$610.00	\$605.00	No Bid	No Bid	No Bid	No Bid
Pick-up Point	8612 FM 2276 North, Henderson					
Proof of Insurance	Yes		Yes		Yes	
VENDOR	Ergon Asphalt & Emulsions	Ergon Asphalt & Emulsions	Bryan & Bryan	Bryan & Bryan	EP&A Envirotac	EP&A Envirotac
PRODUCT	PRICE per Gallon Delivered	PRICE per Gallon Picked Up	PRICE per Gallon Delivered	PRICE per Gallon Picked Up	PRICE per Gallon Delivered	PRICE per Gallon Picked Up
CRS-1P, Pct 1	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
CRS-1P, Pct 2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
CRS-1P, Pct 3	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
CRS-1P, Pct 4	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
CRS-2P, Pct. 1	\$2.9949	\$2.85	No Bid	No Bid	No Bid	No Bid
CRS-2P, Pct. 2	\$2.9920	\$2.85	No Bid	No Bid	No Bid	No Bid
CRS-2P, Pct. 3	\$2.9920	\$2.85	No Bid	No Bid	No Bid	No Bid
CRS-2P, Pct. 4	\$2.9891	\$2.85	No Bid	No Bid	No Bid	No Bid

**HUNT COUNTY
 BID TABULATION**

FORMAL BID NO. 101-13, ROAD OIL and EMULSION FOR SEAL COAT

Effective 4/23/13 through 4/22/14

CRS-2/2H, Pct. 1	\$2,4649	\$2.32	No Bid	No Bid	No Bid	No Bid	No Bid
CRS-2/2H, Pct. 2	\$2,4620	\$2.32	No Bid	No Bid	No Bid	No Bid	No Bid
CRS-2/2H, Pct. 3	\$2,4620	\$2.32	No Bid	No Bid	No Bid	No Bid	No Bid
CRS-2/2H, Pct. 4	\$2,4591	\$2.32	No Bid	No Bid	No Bid	No Bid	No Bid
CSS-1, Pct. 1	\$3,1170	\$2.32	No Bid	No Bid	No Bid	No Bid	No Bid
CSS-1, Pct. 2	\$3,1010	\$2.32	No Bid	No Bid	No Bid	No Bid	No Bid
CSS-1, Pct. 3	\$3,1010	\$2.32	No Bid	No Bid	No Bid	No Bid	No Bid
CSS-1, Pct. 4	\$3,0851	\$2.32	No Bid	No Bid	No Bid	No Bid	No Bid
AE-P, Pct. 1	\$3,3949	\$3.25	No Bid	No Bid	No Bid	No Bid	No Bid
AE-P, Pct. 2	\$3,3920	\$3.25	No Bid	No Bid	No Bid	No Bid	No Bid
AE-P, Pct. 3	\$3,3920	\$3.25	No Bid	No Bid	No Bid	No Bid	No Bid
AE-P, Pct. 4	\$3,3891	\$3.25	No Bid	No Bid	No Bid	No Bid	No Bid
Pick Up Point	209 Robert Nance Rd Mount Pleasant, TX						
Envirotac II, Pct.1	NO BID	NO BID	NO BID	NO BID	NO BID	\$1,000.00	\$920.00
Envirotac II, Pct.2	NO BID	NO BID	NO BID	NO BID	NO BID	\$1,000.00	\$920.00
Envirotac II, Pct.3	NO BID	NO BID	NO BID	NO BID	NO BID	\$1,000.00	\$920.00
Envirotac II, Pct.4	NO BID	NO BID	NO BID	NO BID	NO BID	\$1,000.00	\$920.00
Pick Up Point							Covington, GA

Erigon- Adds Federal Env Fee \$0.4424/ton asphalt & polymers \$0.00133 Gal Emulsions

**HUNT COUNTY
 BID TABULATION
 FORMAL BID NO. 101-13, ROAD OIL and EMULSION FOR SEAL COAT
 Effective 4/23/13 through 4/22/14**

Eggon - Delivered load price is based on full transport loads, approximately 5,500 gallons	
Eggon - Demurrage rate is \$80.00 per hour after 2 hours. Pump & Hose chg \$ 80.00 / load	
Eggon - Freight is based on full transport load, even if full load of material is not ordered	
Eggon- Return freight is one-half of the outgoing tariff	

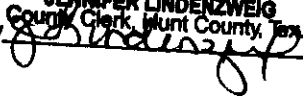
**Delores Shelton, CIO, CCT
Hunt County Treasurer**

FY 11: Monthly Report, April 2013

#12,744

FILED FOR RECORD
at 11:00 o'clock A M

MAY 28 2013


JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex
By: 

The Treasurers' Monthly Report includes money received and disbursed as well as funds invested and debt due by Hunt County. The Treasurer's Books and the Auditor's General Ledger agree. The Bank Statements have been reconciled and approved by the County Auditor.

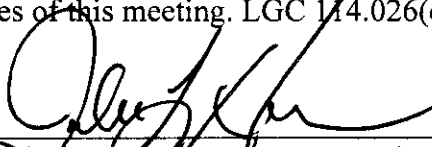
This affidavit must state the amount of cash and other assets that are in the custody of the county treasurer at the time of the examination. (LGC 114.026) **Month End Balance: \$19,610,801.24**

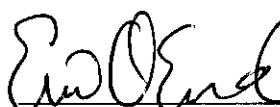
Therefore, Delores Shelton, County Treasurer of Hunt County, Texas, who being fully sworn, upon oath says that the within and foregoing report is true and correct to the best of her knowledge.


This report will be filed with accompanying reports this 28 day of May, 2013.

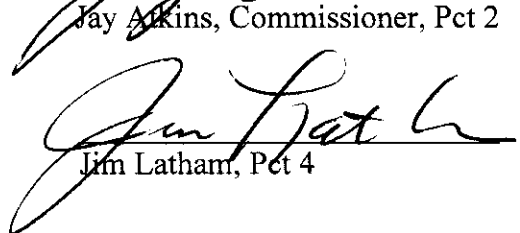

Delores Shelton, Hunt County Treasurer

Commissioners' Court having compared and examined the Treasurer's Report as presented and subject to independent auditor's review, certify the report to be correct and therefore request it be filed with the official minutes of this meeting. LGC 114.026(c)


John L. Horn, Hunt County Judge


Eric Evans, Pct #1


Jay Atkins, Commissioner, Pct 2


Jim Latham, Pct 4


Phillip Martin, Commissioner, Pct #3

**Hunt County Treasurer
Monthly Report
April 2013**

Hunt County Funds	Beginning Balance	Money Received	Money Disbursed	Transfer In/Out Investment	Month End Balance
10-GENERAL *	461,944.62	1,050,414.93	-2,313,732.02	900,000.00	98,627.53
10-Chase Investment	13,529,534.27	1,771.38	0.00	-900,000.00	12,631,305.65
10-Chase Retirement	100,249.76	13.15 (April posting in May)			100,262.91
10-TexPool Investment	145,995.77	12.26	0.00	0.00	146,008.03
10-TexStar Investment	216,665.53	18.48	0.00	0.00	216,684.01
10-InWood Nat'l Bank CD	545,727.61	347.62	0.00	0.00	546,075.23
10-TexPool Investment, Jail	581,180.63	48.83	0.00	0.00	581,229.46
10-General Fund Totals:	15,581,298.19	1,052,626.65	-2,313,732.02	0.00	14,320,192.82
20-Law Library	7,443.56	4,578.23	-2,351.98		9,669.81
21-R&B #1	31,056.13	41,896.78	-82,150.23	13,000.00	3,802.68
21-R&B #1, TexPool Invest.	777,668.87	65.00	0.00	-13,000.00	764,733.87
21-R&B #1 Fund Totals:	808,725.00	41,961.78	-82,150.23	0.00	768,536.55
22-R&B #2	74,030.19	84,715.72	-83,660.01	0.00	75,085.90
22-R&B #2, TexPool Invest.	743,786.41	62.49	0.00	0.00	743,848.90
22-R&B #2 Fund Totals:	817,816.60	84,778.21	-83,660.01	0.00	818,934.80
23-R&B #3	44,802.82	47,268.91	-175,108.66	90,000.00	6,963.07
23-R&B #3, TexPool Invest	779,971.89	63.46	0.00	-90,000.00	690,035.35
23-R&B #3 Fund Totals:	824,774.71	47,332.37	-175,108.66	0.00	696,998.42
24-R&B #4	8,944.86	43,156.61	-89,034.64	40,000.00	3,066.83
24-R&B #4, TexPool Invest	718,201.58	58.61	0.00	-40,000.00	678,260.19
24-R&B #4 Fund Totals:	727,146.44	43,215.22	-89,034.64	0.00	681,327.02
25-Health Private	63,372.89	1,875.89	-1,919.77		63,329.01
26-State Health Services	-42,932.35	922.71	-37,680.93		-79,690.57
27-Hunt County Grants *	12,797.20	6,764.16	-5,739.24		13,822.12
68-JP, DDC Fee Fund	131,688.55	396.00	-181.87		131,902.68
71-DC Record Management	5,903.54	475.00	-264.48		6,114.06
70-Voter Admin 19	0.00	0.00	0.00		0.00
74-Elections Special	39,370.26	755.70	0.00		40,125.96
75-CA-DWI	4,946.25	134.17	0.00		5,080.42
81-CC Rec Mgt Preservation	36,910.20	10,191.55	-114,313.09	70,000.00	2,788.66
81-CC Rec Mgt Pr. TexPool	135,351.42	10.15	0.00	-70,000.00	65,361.57
81-CC RMP Fund Totals:	172,261.62	10,201.70	-114,313.09	0.00	68,150.23
82-Courthouse Security	47,983.43	13,413.72	-6,963.85		54,433.30
83-Justice Court Sec.	427,073.87	1,159.77	-11,885.74		416,347.90

**Hunt County Treasurer
Monthly Report
April 2013**

Hunt County Funds	Beginning Balance	Money Received	Money Disbursed	Transfer In/Out Investment	Month End Balance
84-District Clerk Archive	22,369.73	685.00	0.00		23,054.73
85-Co & District Court Techni	5,392.67	55.07	0.00		5,447.74
86-County Record Preserval	41,442.82	1,329.90	-1,008.53		41,764.19
87-Justice Court Technolog	182,455.33	1,155.61	-756.83		182,854.11
88-County Clerk Archive	22,462.31	7,005.00	0.00		29,467.31
89-County Record Mgt Presr	31,573.05	1,619.15	-4,414.28		28,777.92
91-LEOSE	19,351.10	0.00	-313.18		19,037.92
95-Juv Prob. Center Fund	648,236.08	74,599.40	-103,424.49		619,410.99
96-Juv Prob "A-Z" Grant *	71,587.60	51,284.76	-49,048.17		73,824.19
97-Juv Prob Title IV E Fund	1,536.78	1.40	-160.59		1,377.59
97-Juv Prob Title IV Texpoo	17,779.12	1.48	0.00		17,780.60
97-Juv Prob Fund Totals:	19,315.90	2.88	-160.59		19,158.19
50-Debt Service (I&S)	137,071.94	19,304.74	0.00	0.00	156,376.68
50-Debt Service TexPool Inv	332,345.71	27.92	0.00	0.00	332,373.63
50-Debt Service Fund Totals	469,417.65	19,332.66	0.00		488,750.31
61-Right of Way	253.95	0.00	0.00		253.95
61-Right of Way, TexPool Inv	63,719.79	5.37	0.00	0.00	63,725.16
61-Right of Way Fund Totals:	63,973.74	5.37	0.00		63,979.11
Total of Funds:	21,227,247.74	1,467,666.08	-3,084,112.58	0.00	19,610,801.24

HUNT COUNTY DEBT

	Mo. Beginning	Payment	Balance Due	Pay Off Date
2005 Refunding Bond	5,945,000.00	0.00	5,945,000.00	09/30/2019
Reserve Compter Upgrade '08	17,959.71	-2,559.18	15,400.53	09/15/2013
Liability Comp Absence	317,191.83	0.00	317,191.83	
Phase II-Johnson Controls	117,997.88	0.00	117,997.88	05/14/2014
Pct 2 Reserve Reclaimer	43,232.02	-2,378.72	40,853.30	
Totals:	6,441,381.44	-4,937.90	6,436,443.54	

*Reflects change due to JE or correction.

Debt balance does not reflect interest due for balance of debt.

2013			TexPool	Tex Star	Chase	Retiree	InWood-CD
January			0.0986%	0.1103%	0.1500%	0.1500%	0.7500%
February			0.0935%	0.0996%	0.1500%	0.1500%	0.7500%
March			0.1047%	0.1125%	0.1500%	0.1500%	75.0000%
April			0.1022%	0.1038%	0.1500%	0.1500%	75.0000%
May							
June							
July							
August							
September							
October							
November							
December							
Average Rate:			0.0998%	0.1066%	0.1500%	0.1500%	37.8750%

2012			TexPool	Tex Star	Chase	InWood-CD
January			0.0875%	0.0902%	0.1500%	1.0000%
February			0.0903%	0.0986%	0.1500%	1.0000%
March			0.1150%	0.1148%	0.1500%	1.0000%
April			0.1110%	0.1098%	0.1500%	1.0000%
May			0.1246%	0.1273%		
June			0.1395%	0.1379%	0.1500%	1.0000%
July			0.1316%	0.1359%	0.1500%	1.0000%
August			0.1313%	0.1326%	0.1500%	1.0000%
September			0.1572%	0.1574%	0.1500%	1.0000%
October			0.1657%	0.1746%	0.1500%	0.7500%
November			0.1564%	0.1720%	0.1500%	0.7500%
December			0.1506%	0.1647%	0.1500%	0.7500%
Average Rate:			0.1301%	0.1347%	0.1500%	0.9318%

2011			TexPool	Tex Star	Chase	InWood-CD
January			0.1587%	0.1637%	0.2200%	1.6500%
February			0.1470%	0.1476%	0.2100%	1.6500%
March			0.1461%	0.1408%	0.2000%	1.6500%
April			0.1122%	0.1108%	0.2000%	1.6500%
May			0.0838%	0.0863%	0.2000%	1.6500%
June			0.0793%	0.0889%	0.2000%	1.6500%
July			0.0665%	0.0746%	0.2000%	1.6500%
August			0.0851%	0.0940%	0.2000%	1.6500%
September			0.0929%	0.0906%	0.1700%	1.6500%
October			0.0839%	0.0807%	0.1700%	1.6500%
November			0.1080%	0.0973%	0.1700%	1.0000%
December			0.8100%	0.0182%	0.1700%	1.0000%
Average Rate:			0.1645%	0.0995%	0.1925%	1.5417%



12,749



Coates Field Service, Inc.

RIGHT OF WAY CONSULTANT TO ONEOK

Field Office: 4150 I-30 East, Caddo Mills, TX 75135

Telephone: (903) 527-4252

Fax: (903) 527-4541

May 7, 2013

Office of Hunt County Commissioners
2500 Lee Street, Room 107
Greenville, Texas 75403

FILED FOR RECORD
at 11:00 o'clock 17 M
MAY 28 2013
JENNIFER LINDERZWEIG
County Clerk, Hunt County, Tex.
By *[Signature]*

ONEOK Sterling III Pipeline Project

Dear Commissioners,

ONEOK Sterling III Pipeline, L.L.C. is requesting permission to construct 16 inch diameter natural gas liquids ¹ Pipeline across and under the County Roads list below which are located in Hunt County, Texas as follows:

Proposed ONEOK Pipeline road crossings in Hunt County

HU0006.01	CR 1120
HU0016.01	CR 2740
HU0022.01	CR 2736
HU0052.02	CR 2706
HU0055.01	CR 2708
HU0062.01	CR 2602
HU0070.01	CR 2616
HU0086.02	CR 2628
HU0095.01	CR 2510
HU0099.01	CR 2512
HU0160.01	CR 3702
HU0109.67	Chapel Road
HU0109.68	CR 2540
HU0109.70	CR 2546
HU0109.71	CR 2316

¹ All roads to be bored.



Coates Field Service, Inc.

RIGHT OF WAY CONSULTANT TO ONEOK

Field Office: 4150 I-30 East, Caddo Mills, TX 75135

Telephone: (903) 527-4252

Fax: (903) 527-4541



The county Commissioners of Hunt County, Texas are in agreement with this and for that ONEOK Sterling III Pipeline, L.L.C. will agree to cross the roads at a safe depth and will maintain and repair any damage to Grantor's roads they use to access this project to the condition they are currently.

ONEOK Sterling III Pipeline, L.L.C. will pay \$25,000.00 into escrow with the Hunt County Treasure as bond for potential road construction costs and to be refunded if not used. The contractor for ONEOK Sterling III Pipeline, L.L.C. project will post an additional \$250,000.00 road bond with Hunt County, Texas before construction begins.

If you have any questions, please contact Right of Way Agent, George P. Kmetz at 903-527-4252 or cell: 772- 453-3062

Sincerely

A handwritten signature in black ink that reads "George P. Kmetz".

George P. Kmetz
Permitting Agent for Oneok Sterling III Pipeline, L.L.C.
george.kmetz@coatesfs.com

Approved by: _____

A large, stylized handwritten signature in black ink, likely belonging to a county official.

Date: 5-28-2013