

IN THE MATTER OF
ADJOURNMENT

Motion was made by Commissioner Loyd Clark and seconded by Commissioner J.W. Terrell, Jr. to adjourn. Motion carried unanimously.

SALARY GRIEVANCE
COMMITTEE MEETING
SEPTEMBER 22, 1986

The Salary Grievance Committee met at 2:00 p.m. with the following members present: Delores Jean Taylor, Jimmy McClure, Betty E. Merivether, J.L. Flood, Harold L. Strahan, Melvin Key, Jesse D. Black and Carol Bratches. County Judge, James V. Adams, is chairman of the committee. One member was absent: Wynell Gilbreath.

The Salary Grievance Committee did not allow the raises in salaries and travel expenses requested by these elected officials:
Ray McNutt, Justice of the Peace, Precinct #2
Eva Laing, Justice of the Peace, Precinct #4
Tom Gresham, Constable, Precinct #2
Bobby Joe Spearman, Constable, Precinct #3

The above and foregoing minutes for the month of September, 1986, were read and approved this 13th day of October, 1986.

James V. Adams
JAMES V. ADAMS, COUNTY JUDGE

J.W. Terrell, Jr.
J.W. TERRELL, JR.
COMMISSIONER PRECINCT 3

Dempsey Johnson
DEMPSEY JOHNSON
COMMISSIONER PRECINCT 1

Loyd Clark
LOYD CLARK
COMMISSIONER PRECINCT 4

James C. Thomas
JAMES C. THOMAS
COMMISSIONER PRECINCT 2

Eugenia Roach
EUGENIA ROACH, COUNTY CLERK

COMMISSIONERS' COURT
REGULAR MEETING
OCTOBER 13, 1986

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS met in Regular Session on Monday, October 13, 1986, in the Titus County Courtroom with the following members present:

JAMES V. ADAMS
DEMPSEY JOHNSON
J.W. TERRELL, JR.
LOYD CLARK
EUGENIA ROACH

COUNTY JUDGE
COMMISSIONER PRECINCT 1
COMMISSIONER PRECINCT 3
COMMISSIONER PRECINCT 4
COUNTY CLERK

ABSENT: JAMES C. THOMAS

COMMISSIONER PRECINCT 2

and the following proceedings were had to wit:

IN THE MATTER OF
APPROVING SEPTEMBER MINUTES

Motion was made by Commissioner J.W. Terrell, Jr. and seconded by Commissioner Loyd Clark approving the September minutes with the following corrections to be made: Vol. 12 page 93, under adopting 1987 budget, change reducing the salary of the county judge's secretary from \$65.00 to \$60.00. Also under fixing tax rate for the interest and sinking fund, add \$.0042 per \$100.00 of taxable value for the interest and sinking fund. Motion carried unanimously.

IN THE MATTER OF
CORRECTING MAY MINUTES

Motion was made by Commissioner Loyd Clark and seconded by Commissioner J.W. Terrell, Jr. to correct the May minutes on Vol. 12 pg. 42 as follows: for the fence construction change the amount of \$3500.00 to \$3550.00. Motion carried unanimously.

IN THE MATTER OF
APPROVING OFFICIAL'S REPORTS

Motion was made by Commissioner J.W. Terrell, Jr. and seconded by Commissioner Loyd Clark approving the written reports of officials that were turned in to the court. Motion carried unanimously.

IN THE MATTER OF
COUNTY TAX ASSESSOR COLLECTING TAXES
FOR NTCC AND THE WATER DISTRICT

Motion was made by Commissioner Loyd Clark and seconded by Commissioner J.W. Terrell, Jr. that Titus County enter into contracts for the tax assessor to collect taxes for NTCC and The Water District at a fee of 1% of taxes collected. Motion carried unanimously.

STATE OF TEXAS:

COUNTY OF TITUS:

CONTRACT FOR ASSESSMENT AND COLLECTION SERVICES

On this the 13 day of October, 1986, the County of Titus (hereinafter called "County"), and the Northeast Texas Community College (hereinafter called "Taxing Unit"), enter into the following agreement:

PURPOSE:

The parties enter this contract pursuant to the authority granted by Section 6.24, Property Tax Code, and TEX. REV. CIV. STAT. ANN. Art. 4413 (32c) (Vernon 1979).

TERM OF CONTRACT:

This contract shall be effective from October 1, 1986 through September 30, 1987. If this contract is for a period in excess of one year, then it must be approved by any subsequent governing bodies of the parties to this contract, to remain effective.

SERVICES TO BE PERFORMED:

- (1) The County shall assess and collect the ad valorem taxes owing to the taxing unit during the term of this contract.
- (2) The County also agrees to act as the collection agency for all delinquent taxes paid to the taxing unit during the term of this contract.
- (3) The County shall be responsible, after the tax rate is set by said unit, for the preparation of the current tax roll, the preparation and mailing of current tax statements, and to perform the duties provided by the laws of the State of Texas for the collection of said taxes.

Definition

The word Assess does not refer to the part of assessing performed by the Appraisal Office.

(4) The taxes collected for the taxing unit shall be remitted to the unit on a timely and appropriate basis, as mutually agreed to by the Tax-Assessor-Collector and the designated representative of the taxing unit.

(5) The County shall prepare and submit to the taxing unit a monthly report showing the amount of current and delinquent taxes collected for the month. The report shall also indicate the amount of penalties and interests collected, and the amount of deposits made for the month. The County shall also calculate and notify the taxing unit of the fees that are due the delinquent tax attorney for his services during said month and remit payment from funds received for the month by the taxing unit.

(6) Tax Certificates when requested by any person or concern shall be issued by the County, for the taxing unit, based upon the information contained in the taxing units records held by the County. Revenues for issuing Tax Certificates will be prorated for each entity.

MISCELLANEOUS PROVISIONS:

(1) The taxing unit hereby designates the Tax Assessor Collector of the County as its tax assessor for purposes of compliance with Chapter 26 of the Property Tax Code, as amended.

(2) The taxing unit authorizes the County to institute such suits for the collection of delinquent taxes as the County deems necessary and to contract with an attorney, as provided by Section 6.30 of the Property Tax Code, for the collection of delinquent taxes.

(3) If the taxing unit requires the collector to give bond conditioned on the faithful performance of his duties, the taxing unit shall specify the minimum amount of the bond, and shall be responsible for the payment of the bond premium.

(4) The taxing unit, through its designated representative, is authorized to examine the records kept by the County at such reasonable times and intervals as the taxing unit and the County deem fit. Such books and records are to be kept in the offices of the County.

(5) The County shall not be liable to the taxing unit on account of any failure to collect taxes, nor shall the Tax Assessor Collector be liable unless the failure to collect taxes results from gross failure on his part to perform the duties imposed upon him by law and by this agreement.

(6) In the event of a successful tax rollback election pursuant to Section 26.07 of the Property Tax Code, taxing unit agrees to pay the actual cost of producing, reissuing and delivering tax statements.

(7) The taxing unit shall certify to the County its tax rate for the upcoming fiscal year no later than the first day following the September Board Meeting each year.

AMOUNT AND METHOD OF PAYMENT:

(1) The taxing unit agrees to pay the County the cost of performing the services specified above.

(2) The County shall estimate its cost of assessing and collecting taxes for the taxing unit during the normal budgeting process for the County and said estimate shall be approved in the same manner as the rest of the County's budget. Should the amount estimated for assessment and collection prove insufficient, the County may amend the budget at that time by utilizing the same procedures normally used to amend the County's budget. In the event payment received in any one year exceeds the actual cost of assessing and collecting, the County shall reimburse the taxing units the excess funds.

(3) The cost of assessing and collection services shall be 1% of total taxes collected.

(4) The cost of assessing and collecting taxes for the taxing unit shall be deducted by the County Tax Assessor Collector from taxes collected by the County on a monthly basis.

(5) The County, or the Tax Assessor Collector will not be held liable for any checks issued to the County or the taxing unit, in payment of taxes due the taxing unit, if said checks are returned for reasons of insufficiency or otherwise. However, the County will pursue the collection or redemption of the returned checks in a reasonable and normal manner for the taxing unit.

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This contract is executed on behalf of the County and the Taxing Unit by the Presiding Officer of their respective governing bodies, who is authorized to execute this instrument.

Witness the signatures of all parties hereto, this the 12 day of October, 1986.

COUNTY:

TITUS COUNTY

County Judge

Pct. 1

Pct. 2

Pct. 3

Pct. 4

Taxing Unit:

Northeast Texas Community College

STATE OF TEXAS:

COUNTY OF TITUS:

CONTRACT FOR ASSESSMENT AND COLLECTION SERVICES

On this the 13 day of October, 1986, the County of Titus (hereinafter called "County"), and the Titus County Fresh Water Dist. (hereinafter called "Taxing Unit"), enter into the following agreement:

PURPOSE:

The parties enter this contract pursuant to the authority granted by Section 6.24, Property Tax Code, and TEX. REV. CIV. STAT. ANN. Art 4413 (32c) (Vernon 1979).

TERM OF CONTRACT:

This contract shall be effective from October 1, 1986 through September 30, 1987. If this contract is for a period in excess of one year, then it must be approved by any subsequent governing bodies of the parties to this contract, to remain effective.

SERVICES TO BE PERFORMED:

- (1) The County shall assess and collect the ad valorem taxes owing to the taxing unit during the term of this contract.
- (2) The County also agrees to act as the collection agency for all delinquent taxes paid to the taxing unit during the term of this contract.
- (3) The County shall be responsible, after the tax rate is set by said unit, for the preparation of the current tax roll, the preparation and mailing of current tax statements, and to perform the duties provided by the laws of the State of Texas for the collection of said taxes.

Definition

The word Assess does not refer to the part of assessing performed by the Appraisal Office.

(4) The taxes collected for the taxing unit shall be remitted to the unit on a timely and appropriate basis, as mutually agreed to by the Tax-Assessor-Collector and the designated representative of the taxing unit.

(5) The County shall prepare and submit to the taxing unit a monthly report showing the amount of current and delinquent taxes collected for the month. The report shall also indicate the amount of penalties and interests collected, and the amount of deposits made for the month. The County shall also calculate and notify the taxing unit of the fees that are due the delinquent tax attorney for his services during said month and remit payment from funds received for the month by the taxing unit.

(6) Tax Certificates when requested by any person or concern shall be issued by the County, for the taxing unit, based upon the information contained in the taxing unit records held by the County. Revenues for issuing Tax Certificates will be prorated for each entity.

MISCELLANEOUS PROVISIONS:

(1) The taxing unit hereby designates the Tax Assessor Collector of the County as its tax assessor for purposes of compliance with Chapter 26 of the Property Tax Code, as amended.

(2) The taxing unit authorizes the County to institute such suits for the collection of delinquent taxes as the County deems necessary and to contract with an attorney, as provided by Section 6.30 of the Property Tax Code, for the collection of delinquent taxes.

(3) If the taxing unit requires the collector to give bond conditioned on the faithful performance of his duties, the taxing unit shall specify the minimum amount of the bond, and shall be responsible for the payment of the bond premium.

(4) The taxing unit, through its designated representative, is authorized to examine the records kept by the County at such reasonable times and intervals as the taxing unit and the County deem fit. Such books and records are to be kept in the offices of the County.

(5) The County shall not be liable to the taxing unit on account of any failure to collect taxes, nor shall the Tax Assessor Collector be liable unless the failure to collect taxes results from gross failure on his part to perform the duties imposed upon him by law and by this agreement.

(6) In the event of a successful tax rollback election pursuant to Section 26.07 of the Property Tax Code, taxing unit agrees to pay the actual cost of producing, reissuing and delivering tax statements.

(7) The taxing unit shall certify to the County its tax rate for the upcoming fiscal year no later than the first day following the September Board Meeting each year.

AMOUNT AND METHOD OF PAYMENT:

(1) The taxing unit agrees to pay the County the cost of performing the services specified above.

(2) The County shall estimate its cost of assessing and collecting taxes for the taxing unit during the normal budgeting process for the County and said estimate shall be approved in the same manner as the rest of the County's budget. Should the amount estimated for assessment and collection prove insufficient, the County may amend the budget at that time by utilizing the same procedures normally used to amend the County's budget. In the event payment received in any one year exceeds the actual cost of assessing and collecting, the County shall reimburse the taxing unit the excess funds.

(3) The cost of assessing and collection services shall be 1% of total taxes collected.

(4) The cost of assessing and collecting taxes for the taxing unit shall be deducted by the County Tax Assessor Collector from taxes collected by the County on a monthly basis.

(5) The County, or the Tax Assessor Collector will not be held liable for any checks issued to the County or the taxing unit, in payment of taxes due the taxing unit, if said checks are returned for reasons of insufficiency or otherwise. However, the County will pursue the collection or redemption of the returned checks in a reasonable and normal manner for the taxing unit.

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This contract is executed on behalf of the County and the Taxing Unit by the Presiding Officer of their respective governing bodies, who is authorized to execute this instrument.

Witness the signatures of all parties hereto, this the 13th day of October, 1986.

COUNTY:

James V. Adams
county judge

TAXING UNIT:

TITUS COUNTY

By: Deming Johnson
pct.1

By: pct.2

By: J. W. Fennell
pct.3

By: Allen
pct.4

Titus County Fresh Water District

By: Leah B. Bates

Sworn to before me this 13 day of October 1986

Seal

Virginia Roach
County Clerk

Commission Expires _____

Motion was made by Commissioner Loyd Clark and seconded by Commissioner J.W. Terrell, Jr. to leave the county holidays as they were adopted for 1986 and not allowing November 4, 1986 as a holiday. Motion carried.

IN THE MATTER OF
APPROVING RESOLUTION SUPPORTING
RED RIVER COUNTY SECURING A CONTRACT
WITH THE TEXAS DEPARTMENT OF CORRECTIONS

Motion was made by Commissioner Loyd Clark and seconded by Commissioner J.W. Terrell, Jr. approving the resolution supporting Red River County acquiring a correction facility. Motion carried unanimously.

RESOLUTION

WHEREAS, the development and operation of minimum security corrections and pre-release facilities for low risk state and federal nonviolent property offenders is a viable alternative to expansion of expensive maximum security facilities; and

WHEREAS, a suitable site is available in Clarksville, Red River County, Texas, public meetings have been held, community acceptance is overwhelming, and continuing community involvement is committed; and

WHEREAS, a portion of the inmate population of this facility will have been sentenced to the Texas Department of Corrections from Mt. Pleasant, Titus County and will be returning to this community upon release; and

WHEREAS, those inmates eventually returning to Titus County will earn while they learn a skill, have this income applied to supporting their families, repaying their victims, savings for their release, paying for their own room and board, be guaranteed a job upon release, taught responsibility and positive choice making, have their addictive abuses counseled, and have their reintegration with society reinforced after release; and

WHEREAS, Titus County would benefit directly from this Red River County impact upon those inmates during the last 12-14 months of their incarceration; and

WHEREAS, Titus County would receive all of these direct benefits including a positive effect on the crime rate, reduction of welfare rolls, addition of productive citizens, attraction of satellite industries and much more while not incurring any financial, social, or political risks or liabilities.

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners' Court of Titus County commend and applaud Red River County for its commitment and dedication to offering this viable alternative to our beleaguered corrections system.

BE IT FURTHER RESOLVED that the Commissioners' Court of Titus County express its support and encouragement of Red River County's effort to secure a contract with the Texas Department of Corrections negotiated to the mutual benefit and acceptance of all parties involved.

READ AND ADOPTED this 13 day of October, 1986.

James V. Adams
James V. Adams
County Judge

Dempsey Johnson
Dempsey Johnson
Commissioner, Precinct #1

J.W. Terrell, Jr.
J.W. Terrell, Jr.
Commissioner, Precinct #3

James Thomas
James Thomas
Commissioner, Precinct #2

Loyd Clark
Loyd Clark
Commissioner, Precinct #4

IN THE MATTER OF
ADDITIONAL FENCING AT THE
COUNTY MAINTENANCE CENTER

Motion was made by Commissioner Loyd Clark and seconded by Commissioner J.W. Terrell, Jr. approving additional fencing at the front of the county maintenance center and a gate on the south side of the building. Hahn Fence Company is awarded the bid in the amount of \$1870.00. Motion carried unanimously. (One other bid was received from Earl Anderson.)

HAHN FENCE CO.
1103 Edwards Street
MT. PLEASANT, TEXAS 75455
(214) 572-3969

JOB WORK ORDER

4348

CUSTOMER'S ORDER NO.		PHONE	REMARKS	DATE OF ORDER
1012186				
BILL TO: <u>Itasca County Commissioners</u>				
ADDRESS: <u>1103 Edwards Street</u>				
CITY: <u>Mt. Pleasant Texas</u>				
JOB NAME AND LOCATION: <u>Estimate & Cost</u>				
<input type="checkbox"/> DAY WORK <input type="checkbox"/> CONTRACT <input type="checkbox"/> EXTRA				
377 H @ 36.5 (6 ft 9 in + 3 barbs) (Same as previous bid) <u>1376.00</u> 2-4" Std Terminals <u>104.00</u> 1-24" double gate. 20 ft. <u>285.00</u> 1765.00 105 1870.00				
TOTAL MATERIALS				
TOTAL LABOR				
TAX				
TOTAL AMOUNT		1870.00		
DAYS COMPLETED		WORK GUARANTEED BY		
1012186				
<input type="checkbox"/> No one home <input type="checkbox"/> Total amount due for above work: or <input type="checkbox"/> Total billing to be mailed after completion of work				
Signature _____				

IN THE MATTER OF
ACQUIRING R.O.W. FOR
BRIDGE ON F.M. 1734

Motion was made by Commissioner Loyd Clark and seconded by Commissioner J.W. Terrell, Jr. to accept the appraised value of the right of way for a bridge on FM 1734 as established by Dwayne Lemmon, appraiser, appointed by the county to establish the appraised value of the four (4) parcels of property plus temporary easements on two (2) additional parcels and to appoint the county judge as the agent to negotiate with the owners in acquiring these parcels at a price established by Mr. Lemmon. Motion carried unanimously.

IN THE MATTER OF
ADJOURNMENT

Motion was made by Commissioner Loyd Clark and seconded by Commissioner J.W. Terrell, Jr. to adjourn. Motion carried unanimously.