

COMMISSIONERS' COURT  
REGULAR MEETING  
NOVEMBER 10, 1986

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS met in Regular Session on Monday, November 10, 1986, in the Titus County Courtroom with the following members present:

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

COUNTY JUDGE  
COMMISSIONER PRECINCT 1  
COMMISSIONER PRECINCT 2  
COMMISSIONER PRECINCT 3  
COMMISSIONER PRECINCT 4  
COUNTY CLERK

ABSENT: NONE

and the following proceedings were had to wit:

IN THE MATTER OF  
APPROVING OCTOBER MINUTES

Motion was made by Commissioner James Thomas and seconded by Commissioner Loyd Clark approving the October minutes. Motion carried unanimously.

IN THE MATTER OF  
ACCEPTING THE ROADS  
IN HOPES LANDING

Motion was made by Commissioner James Thomas and seconded by Commissioner Dempsey Johnson to accept the roads in Hopes Landing. Motion carried unanimously.

IN THE MATTER OF  
SHERIFF'S DEPARTMENT

Motion was made by Commissioner Dempsey Johnson and seconded by Commissioner J.W. Terrell, Jr. that at this time the county will take no action on the sheriff's extra car. Motion carried.

IN THE MATTER OF  
REPORTS OF OFFICIALS

Motion was made by Commissioner Loyd Clark and seconded by Commissioner J.W. Terrell, Jr. approving the written reports of the county officials. Motion carried unanimously.

EXECUTIVE SESSION

The Court went into executive session to consider selection of a delinquent tax attorney.

IN THE MATTER OF  
SELECTING DELINQUENT  
TAX ATTORNEY

Motion was made by Commissioner Dempsey Johnson and seconded by Commissioner James Thomas to appoint Harry Taylor the delinquent tax attorney for 1987 and 1988. Motion carried.

CONTRACT FOR THE COLLECTION OF DELINQUENT TAXES

THE STATE OF TEXAS §

COUNTY OF TITUS §

THIS CONTRACT is made and entered into by and between TITUS COUNTY, TEXAS, acting herein by and through its governing body, hereinafter called FIRST PARTY, and HARRY W. TAYLOR, Attorney, hereinafter styled SECOND PARTY.

-1-

First Party agrees to employ and does hereby employ Second Party to enforce by suit or otherwise the collection of all delinquent taxes, penalty and interest owing to the County of Titus, Titus County Fresh Water District, Titus County Memorial Hospital and Northeast Texas Community College, provided current year taxes falling delinquent within the period of this contract shall become subject to its terms on the first day of June of the year in which the same shall become delinquent except that suits resolved before the first day of June must include current year delinquent taxes.

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Second Party is to call to the attention of the collector or other officials any errors, double assessments or other discrepancies coming under his observation during the progress of the work, and is to intervene on behalf of First Party in all suits for taxes hereafter filed by any taxing unit on property located within its corporate limits.

-3-

First Party agrees to make tax records available to Second Party on all property within the taxing jurisdiction. Second Party will furnish forms for said statements on request and will assume responsibility for having penalty and interest computed on statements before such statements are mailed to property owners at Second Party's expense.

-4-

Second Party agrees to file suit on and reduce to judgment and sale of any property located within the county against which a tax lien would prevail provided First Party will furnish the necessary data and information as to the name, identity and location of the necessary parties, and legal description of the property to be sold. Second Party agrees to sue for recovery of the costs as court costs as provided by Tex. Prop. Tax Code §33.46 (Vernon 1979).

-5-

Second Party agrees to make progress reports to First Party on request and to advise First Party of all cases where investigation reveals tax-payers to be financially unable to pay their delinquent taxes.

-6-

First Party agrees to pay to Second Party as compensation for services required hereunder ten (10%) percent of the amount collected of all delinquent taxes, penalty and interest of the years covered by this contract, actually collected and paid to the collector of taxes during the term of this contract as and when collected. All compensation above provided for shall become the property of the Second Party at the time payment of taxes, penalty and interest is made to the collector. The collector shall pay over said funds MONTHLY by check.

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This contract is drawn to cover a period of 24 months beginning January 1, 1987 and ending December 31, 1988, provided however that Second Party shall have an additional six months to reduce to judgment all suits filed prior to the date last mentioned, and provided however that Second Party shall handle to conclusion all suits in which trial court judgments are obtained during the period of this contract and which are appealed by any party. To remain effective, this contract must be ratified by any subsequent governing body of First Party within the contract period. In consideration of the terms and compensation herein stated, Second Party hereby accepts said employment and undertakes the performance of this contract as above written. First Party shall have the right to sooner terminate this contract for cause, giving thirty (30) days written notice of such intention, with a statement of the cause or reasons for such termination, after giving Second Party a reasonable opportunity of explaining or rectifying the same. In case of such termination, Second Party shall be entitled to receive and retain all compensation due up to the date of said termination.

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This contract is executed on behalf of First Party by the presiding officer of its governing body who is authorized to execute this instrument by order heretofore passed and duly recorded in its minutes.

WITNESS the signature of all parties hereto in duplicate originals, this the 10 day of June, 1986.

TITUS COUNTY COMMISSIONERS COURT

BY: James V. Adams  
COUNTY JUDGE

Harry W. Taylor  
HARRY W. TAYLOR  
Attorney at Law  
P. O. Box 1212  
Mt. Pleasant, Texas 75455

IN THE MATTER OF  
REMOVING 2X SERVICE CHARGE  
ON COBRA INSURANCE

Motion was made by Commissioner James Thomas and seconded by Commissioner J.W. Terrell, Jr. to remove the 2X service charge on Cobra insurance. Motion carried unanimously.

IN THE MATTER OF  
ADJOURNMENT

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

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The above and foregoing minutes for the month of November, 1986, were read and approved this 8th day of December, 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 MINUTES FOR November 6 & 10 A.D. 1986  
RECORDED ON THE 9th DAY OF December A.D. 1986

EUGENIA ROACH, COUNTY CLERK, TITUS COUNTY, TEXAS  
BY Shelene Hatcher, DEPUTY