

IN THE MATTER OF
CALLING FOR BIDS ON
TWO USED TRUCKS

Motion was made by Commissioner Dempsey Johnson and seconded by Commissioner Carl R. Ferrell to call for bids on two used trucks, one each for precincts 1 and 4. Motion carried unanimously.

IN THE MATTER OF
ADJOURNMENT

Motion was made by Commissioner Carl R. Ferrell and seconded by Commissioner J. W. Terrell, Jr. to adjourn. Motion carried unanimously.

COMMISSIONERS' COURT
SPECIAL MEETING
NOVEMBER 23, 1987

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS' COURT met in Special Session on Monday, November 23, 1987 in the Titus County Courtroom with the following members present:

ALFORD L. FLANAGAN
DEMPSEY JOHNSON
MIKE FIELDS
J. W. TERRELL, JR.
CARL R. FERRELL
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
RESOLUTION CONTINUING CARRYING
AIRCRAFT ON TAX ROLL

Motion was made by Commissioner Mike Fields and seconded by Commissioner Carl R. Ferrell approving the resolution keeping aircraft on the tax roll. Motion carried unanimously.



Titus County Commissioners' Court
Mt. Pleasant, Texas

R E S O L U T I O N

WHEREAS, Proposition 10 exempts aircraft from ad valorem taxation, and this exemption could increase taxes for Titus County homeowners and other property owners, and

WHEREAS, under this amendment counties are allowed to continue to tax this exempted property by order of the Commissioners' Court;

NOW, THEREFORE BE IT RESOLVED that Titus County Commissioners' Court orders that the taxing authority over aircraft be retained at its appraised value.

ORDERED by the Commissioners' Court of Titus County this 23rd day of November, 1987.

Alford L. Flanagan
ALFORD L. FLANAGAN, COUNTY JUDGE

Dampsey Johnson
COMMISSIONER, PRECINCT #1

J. W. Terrell, Jr.
COMMISSIONER, PRECINCT #3

Mike Fiddle
COMMISSIONER, PRECINCT #2

Carl R. Ferrell
COMMISSIONER, PRECINCT #4

IN THE MATTER OF
ORDER APPOINTING ASSISTANT
COUNTY AUDITOR BY
DISTRICT JUDGE

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Dampsey Johnson accepting the appointment of Marsha Lofton as assistant auditor by District Judge, B. D. Moye. Motion carried unanimously.

I, B. D. Moye, Judge of the 76th Judicial District Court, Titus County, Texas, being the only District Judge having jurisdiction in Titus County, Texas, have on this the 2nd day of November, 1987, duly elected and appointed Marsha Lofton, an Assistant County Auditor of said Titus County, Texas, beginning November 2, 1987, and do hereby fix and determine the salary of such Assistant County Auditor to be \$11,400.00 per annum to be paid monthly out of the General County Fund of Titus County, Texas.

Copies of this order shall be recorded in the County Court Minutes of Titus County, Texas, and the District Court Minutes of Titus County, Texas.

This order and appointment shall constitute and be authority for the payment to the said Marsha Lofton of the salary above provided for.

Done, made and entered the 2nd day of November 1987.

B. D. Moye
B. D. Moye
Judge, 76th Judicial District

IN THE MATTER OF
TAX COLLECTION CONTRACT WITH NORTH
EAST TEXAS COMMUNITY COLLEGE

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Carl R. Ferrell approving the tax collection contract with North East Texas Community College. Motion carried unanimously.

STATE OF TEXAS:
COUNTY OF TITUS:

CONTRACT FOR ASSESSMENT AND COLLECTION SERVICES

On this the 23 day of Nov, 1982, 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 Oct. 1, 1982 through September 30, 1988. 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's 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.

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

Witness the signatures of all parties hereto, this the 22 day of Nov, 1987.

COUNTY:

TITUS COUNTY

Alford L. Flanagan
County Judge

Pet. 1 Dwight Johnson

Pet. 2 Mike Figgles

Pet. 3 W. Terrell

Pet. 4 Carl L. Terrell

Taxing Unit:

Northeast Texas Community College

James R. Whitley

W. Wayne Smith

Robert L. Smith

James L. Smith

Samuel O. Smith

W. Conklin

Paul H. Smith



Jane Roach Jane Roach
Notary

5-19-88

Commission Expires

**IN THE MATTER OF
ACCEPTING BID ON COPIER
FOR SHERIFF'S DEPARTMENT**

Motion was made by Commissioner Mike Fields and seconded by Commissioner Dempsey Johnson accepting the low bid from Copy Products on a Cannon Copier for \$1,695.00 for the sheriff's department. Motion carried unanimously. Other bids were: Copy Doctors \$1,990.00; Associated Communications \$1,995.00; Bob's Printing \$3,200.00; Noble Printing & Office Supply, Inc. \$1,995.00; Adams Office Equipment Co. \$2,250.00.

**BID FOR
TITUS COUNTY
MT. PLEASANT, TEXAS**

PURCHASE PRICE:

Canon 2015S Copier	\$2,695.00
Less trade-in Xerox 2350	<u>1,000.00</u>
	\$1,695.00

Price includes 180-day warranty, delivery, installation, and training of all users.

FEATURES:

- 15 copies/minute
- Desktop
- Dry monocomponent toner
- Copies sizes 5 1/2 x 8 1/2 to 10 x 14
- 2 reduction modes/2 enlargement modes
- Zoom lens
- 1-99 copy counter
- Multi-stack sheet bypass



COPY PRODUCTS -

**RICK PEDELL
SALES REPRESENTATIVE**

8407 DAVIS PARK
L.H. 20 EAST
(514) 555-7010

MEMBER COPY PRODUCTS GROUP

P.O. BOX 604
GALVESTON, TX
77550

IN THE MATTER OF
CALLING FOR BIDS ON THE
BUSINESS MANAGER A TRUCK

Motion was made by Commissioner Carl R. Ferrell and seconded by Commissioner J. W. Terrell, Jr. calling for bids on a truck for the business manager.

Commissioner Dempsey Johnson	For
Commissioner Mike Fields	For
Commissioner J. W. Terrell, Jr.	For
Commissioner Carl R. Ferrell	For
County Judge Alford L. Flanagan	Against

Motion carried.

IN THE MATTER OF
APPROVING REPORTS
OF OFFICIALS

Motion was made by Commissioner Dempsey Johnson and seconded by Commissioner J. W. Terrell, Jr. approving reports of officials. Motion carried unanimously.

IN THE MATTER OF
PAYING BILLS

Motion was made by Commissioner Mike Fields and seconded by Commissioner J. W. Terrell, Jr. to pay bills. Motion carried unanimously.

IN THE MATTER OF
BUSINESS MANAGER PREPARING
BIDS FOR ROAD, BRIDGE AND
MAINTENANCE CENTER EQUIPMENT

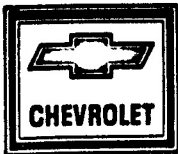
Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Carl R. Ferrell for the business manager to have responsibility for formulating and publishing bids for the county road and bridge equipment and the maintenance center equipment. Motion carried unanimously.

IN THE MATTER OF
CALLING FOR BIDS ON THE
TREASURER A NEW COMPUTER

Motion was made by Commissioner Carl R. Ferrell and seconded by Commissioner Dempsey Johnson approving the treasurer purchasing a new computer with \$100.00 over budget allowed. Motion carried unanimously.

IN THE MATTER OF
AUTOMOBILE FOR
SHERIFF'S DEPARTMENT

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Mike Fields to accept the low bid of Sandlin Motors, Inc. for \$12,813.60. Motion carried unanimously. The other bid was: Bonnie Kack Ford, Inc. \$13,457.47.



SANDLIN MOTORS, INC.

N. Jefferson at Hwy. 67 - P. O. Box 22
Phone (Area Code 214) - 573-3666
MT. PLEASANT, TEXAS 75468

November 19, 1987

Titus County Commissioner's Court
Titus County Courthouse
Mt. Pleasant, Texas 75465

Dear Sir:

Here is our bid for the new automobile for the Sheriff's Department.

Our bid does not include Front and Rear Bumper Guards, Heavy Duty Shocks, Twin Exhaust, and Tilt Steering Wheel because these are not available as factory options.

Our bid is \$12,813.60. Thank you for the opportunity to bid on this car.

Sincerely,


Joe W. Sandlin, Jr.
Sandlin Motors, Inc.

JSJ/jc

Accepted
11-23-87



Judge Alford L. Flanagan noted that any complaints, requests and budget matters concerning the central maintenance facility and the business manager will come before the Commissioners' Court and not the county judge. The next budget, 1988-1989, for the central maintenance facility and the business manager will be submitted to and heard by the Commissioners' Court in open session.

IN THE MATTER OF
ADJOURNMENT

Motion was made by Commissioner J.W. Terrell, Jr. and seconded by Commissioner Carl R. Ferrell to adjourn. Motion carried unanimously.

The above and foregoing minutes for the month of November, 1987, were read and approved this 14th day of December, 1987.

Alford L. Flanagan
ALFORD L. FLANAGAN, COUNTY JUDGE

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

Dempsey Johnson
DEMPSEY JOHNSON
COMMISSIONER PRECINCT #1

Carl R. Ferrell
CARL R. FERRELL
COMMISSIONER PRECINCT #4

Mike Fields
MIKE FIELDS
COMMISSIONER PRECINCT #2

Eugenia Roach
EUGENIA ROACH, COUNTY CLERK

COMMISSIONERS' COURT MINUTES FOR NOVEMBER 9th and 23rd
1987 A.D. RECORDED ON THE 14th DAY OF DECEMBER, 1987 A.D.

EUGENIA ROACH, COUNTY CLERK, TITUS COUNTY, TEXAS

BY Jean Crowe, DEPUTY