

The above and foregoing minutes for the month of April, 1988 were read and approved this 9th day of May, 1988.

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 APRIL _____, 1988 A.D.
RECORDED ON THE 9th DAY OF MAY _____, 1988 A.D.

EUGENIA ROACH
COUNTY CLERK, TITUS COUNTY, TEXAS

BY Jean Crowe
DEPUTY COUNTY CLERK

COMMISSIONERS' COURT
REGULAR MEETING
MAY 9, 1988

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS' COURT met in Regular Session on Monday, May 9th, 1988 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
APPROVING APRIL, 1988
COMMISSIONERS' COURT MINUTES

Motion was made by Commissioner Mike Fields and seconded by Commissioner Carl R. Ferrell approving the April, 1988, Commissioners' Court minutes with the following correction: volum 12 page 335 In The Matter of Floor Buffer For County Jail, change no action taken to tabled until the next meeting. Motion carried unanimously.

IN THE MATTER OF
APPROVING TAX COLLECTION CONTRACTS
WITH THE HOSPITAL AND WATER
DISTRICTS AND N.T.C. COLLEGE

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Mike Fields approving the tax collection contracts with the Titus County Fresh Water District, the Titus County Hospital District and the Northeast Texas Community College. Motion carried unanimously.

STATE OF TEXAS:

COUNTY OF TITUS:

CONTRACT FOR ASSESSMENT AND COLLECTION SERVICES

On this the 9 day of May, 1988 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 5-11 (32c) (Vernon 1979).

TERM OF CONTRACT:

This contract shall be effective from Oct. 1, 1988 through September 30, 1989. 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 of 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 Presiding Officer of their respective governing bodies, who
is authorized to execute this instrument.

Titus County

Titus County

Date

Alfred L. Hangan
Judge

Demetrius Johnson
pct. 1

Mike Fields
pct. 2

J. W. Tensley Jr.
pct. 3

Carl R. Turner
pct. 4

Taxing Unit

Date

Titus County Fresh Water Dist.

Lowell B. Bates
chairman

Oliver M. Mair
secretary

STATE OF TEXAS:
COUNTY OF TITUS:

CONTRACT FOR ASSESSMENT AND COLLECTION SERVICES

On this the 9 day of May, 1988, the County of Titus (hereinafter called "County"), and the Titus County Hospital 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 3411 (32c) (Vernon 1979).

TERM OF CONTRACT:

This contract shall be effective from Oct. 1, 1988 through September 30, 1989. 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, revising, 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 Presiding Officer of their respective governing bodies, who is authorized to execute this instrument.

County:

Titus County

Date

Alfred L. Flanagan
county judge

Dagmar Johnson
pct. 1

Mike Fuchs
pct. 2

J.W. Kelly
pct. 3

Carl R. Hense
pct. 4

Date March 7, 1988

Titus County Memorial Hospital Dist.

Joe Greene
Chairman
Jim Canale
Secretary

STATE OF TEXAS:
COUNTY OF TITUS:

CONTRACT FOR ASSESSMENT AND COLLECTION SERVICES

On this the 9 day of May, 1989, 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. 111 (32c) (Vernon 1979).

TERM OF CONTRACT:

This contract shall be effective from Oct. 1, 1989, through September 30, 1989. 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.

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(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 interest 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. Revenue 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.

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(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, returning 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.

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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.

County:

Titus County

Date:

Alfred L. Hangan
county judge

Raymond Johnson
pct. 1

Mike Fieldy
pct. 2

J. W. Terry
pct. 3

Carl R. Lamm
pct. 4

Date 4-20-88

Northeast Texas Community College

James R. Whitley

Neal L. Linn

James E. Lamm

Werner Cornelius

W. Wayne Smith

Ruth E. Lamm

IN THE MATTER OF
INCREASING HOURS OF
TREASURER'S ASSISTANT

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Mike Fields to allow the treasurer's assistant to have full time hours for one month, beginning May 9th, 1988, at the present hourly wage.

Commissioner J. W. Terrell, Jr.	For
Commissioner Mike Fields	For
Commissioner Carl R. Ferrell	For
Commissioner Dempsey Johnson	Against

Motion carried.

IN THE MATTER OF
DEPARTMENT OF HUMAN RESOURCES
ADDING ON TO THE COUNTY BUILDING

Motion was made by Commissioner Dempsey Johnson and seconded by Commissioner Carl R. Ferrell to allow the Department of Human Resources to add ten (10) feet on to the county building they occupy at no expense to Titus County. Motion carried unanimously.

IN THE MATTER OF
OPENING BIDS ON MAINTENANCE
BUILDING REMODELING

Motion was made by Commissioner Carl R. Ferrell and seconded by Commissioner J. W. Terrell, Jr. to accept the low bid of K-C Construction Inc. for remodeling the maintenance building in order to house the extension service. The bid was \$29,609.81. Motion carried unanimously. Other bids were: Mike O'Brian Construction - \$32,950.50 and Richard D. Jones Construction - \$36,948.00.

Proposal

K-C Construction INC. 205 West Third Street Mt. Pleasant, Texas 75455		Proposal No. 115 Sheet No. 1 Date May 4, 1988
Proposal Submitted To Name <u>Commissioner's Court Titus Co.</u> Street _____ City _____ State _____ Telephone Number _____		Work To Be Performed At Street <u>Co. Maintenance</u> <u>271 North</u> City <u>Mt. Pleasant</u> State <u>Texas</u> Date of Plans <u>4-13-88</u> Architect <u>J. Domino</u>
We hereby propose to furnish all the materials and perform all the labor necessary for the completion of <u>County Extension Offices. See attached sheet for specifications.</u> <u>HVAC subcontractor-Robert's Refridgeration</u> <u>Plumbing contractor- Brown's Plumbing</u> <u>Electrical subcontractor- Grady's Electric</u> <u>Suspended ceiling subcontractor -East Texas Acoustical</u> <u>Flooring subcontractor-Fashion Floors</u>		

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of
Twenty-nine thousand six hundred nine and 81/100'S Dollars **\$29,609.81**.

with payments to be made as follows:
 on completion of work.

Alternate I. add.....	\$740.00
Alternate II. add.....	\$688.00
Alternate III. subtract.....	\$25.00

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurances upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by

Mitchner and Leftwich

Respectfully submitted Keith Kridler

Per K-C Construction INC.

Note - This proposal may be withdrawn
 by us if not accepted within **30 days**

IN THE MATTER OF PURCHASING MOPS AND UNIFORMS FOR EMPLOYEES

No action taken.

IN THE MATTER OF APPROVING REPORTS OF OFFICIALS

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Mike Fields to approve the reports that have been submitted by officials. Motion carried.

IN THE MATTER OF APPROVING PAYMENT OF BILLS

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Carl R. Ferrell approving payment of bills. Motion carried unanimously.

IN THE MATTER OF FLOOR BUFFER FOR THE COUNTY JAIL

Motion was made by Commissioner Mike Fields and seconded by Commissioner Carl R. Ferrell to buy a floor buffer for the county jail from Wichman's Sales and Service for a cost of \$829.00. Motion carried unanimously.

IN THE MATTER OF CALLING FOR BIDS ON A MIXER FOR PRECINCT #1

Motion was made By Commissioner J. W. Terrell, Jr. and seconded by Commissioner Dempsey Johnson to call for bids on a mixer for Precinct #1. Motion carried unanimously.

IN THE MATTER OF DISTRICT CLERK A PART TIME EMPLOYEE

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Carl R. Ferrell to amend the district clerk's budget to allow a part time employee for three (3) days a week. Motion carried unanimously.

IN THE MATTER OF
AGREEMENT FOR TELEPHONE LEASE
AT THE MAINTENANCE FACILITY

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Carl E. Ferrell approving the agreement with Lease America Corporation on paying telephone leases. Motion carried unanimously.

IN THE MATTER OF
ADJOURNMENT

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