IN THE MATTER OF
DONATING TRUCK TO COOKVILLE
VOLUNTEER FIRE DEPARTMENT

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Mike Price approving Precinct 3 donating a one-ton truck to the Cookville Volunteer Fire Department. Motion carried unanimously.

IN THE MATTER OF
APPROVING REPORTS OF
COUNTY OFFICIALS

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

IN THE MATTER OF
APPROVING PAYMENT OF BILLS
AND SIGNING PAY ORDERS

Motion was made by Commissioner Mike Fields and seconded by Commissioner Carl R. Ferrell to pay all the bills except the one for $373.15 in the general county fund to the Titus County Tactical Unit. Motion carried unanimously.

IN THE MATTER OF
APPROVING MAINTENANCE OF
EASTPOINT DRIVE, PRECINCT 1

Motion was made by Commissioner Mike Price and seconded by Commissioner J. W. Terrell, Jr. approving maintenance of Eastpoint Drive in Precinct 1. Motion carried unanimously.

EXECUTIVE SESSION

The Commissioners' Court went into Executive Session. No action was taken.

IN THE MATTER OF
ADJOURNMENT

Motion was made by Commissioner Mike Price and seconded by Commissioner Carl R. Ferrell to adjourn. Motion carried unanimously.

COMMISSIONERS' COURT
SPECIAL MEETING
MARCH 26, 1990

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS' COURT met in Special Session on Monday, March 26, 1990 in Titus County Courtroom with the following members present:

ALFORD L. FLANAGAN	COUNTY JUDGE
MIKE PRICE	COMMISSIONER PRECINCT 1
MIKE FIELDS	COMMISSIONER PRECINCT 2
J. W. TERRELL, JR.	COMMISSIONER PRECINCT 3
CARL R. FERRELL	COMMISSIONER PRECINCT 4
EUGENIA ROACH	COUNTY CLERK

ABSENT: NONE
and the following proceedings were had to wit:

IN THE MATTER OF
FAX MACHINE FOR
SHERIFF'S DEPARTMENT

Tabled until next meeting.

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IN THE MATTER OF
APPROVING CONTRACTOR FOR
ELEVATOR PROJECT

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Mike Price to accept the low bid of W R L Construction for $257,600.00 to be the contractor for the elevator project in the courthouse. Motion carried unanimously. (One other bid was received from American Restoration Inc. for $308,000.00).

BID FORM

TO: TITUS COUNTY
MT. PLEASANT, TEXAS

BID OF WRL Construction
hereinafter called the Bidder.

1. The Bidder, in compliance with your Notice to Bidders for the construction of the Remodeling of Titus County Courthouse for the Removal of Architectural Barriers dated March 5, 1990, declares that he has read the Specifications and other Contract Documents, examined and understands the Plans, examined the site of the work and determined for himself the conditions affecting the work. He proposes and agrees, if this bid is accepted, to provide at his own expense all labor, insurance, superintendence, machinery, plant, equipment, tools, apparatus, appliances and means of construction, and all materials and supplies and to complete, ready for its intended purpose, the entire work and all parts thereof described in the Contract Documents herein bid upon, in the manner and times prescribed, including all work incidental thereto, according to the Plans and Specifications and such instructions as the Architect may give.

2. The Bidder hereby proposes to do the work called for in said Specifications and other Contract Documents and shown on said Plans for the said work at the Base Bid Amount of:

GENERAL CONSTRUCTION WORK - The Total Base Bid is, not including the bid amount of Alternates is:

Two hundred, fifty-seven thousand and six hundred Dollars ($ 257,600)

The Amounts to be added to or deducted from the Base Bid for accepted Alternates are:

Alternate No. 1 (County Judge's Reception Area)

Add: Four thousand, eight hundred and eighty Dollars ($ 4,880)

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Alternate No. 2 (Work in Rooms 12, 13, 16 and 17)

Add: Eight thousand and five hundred Dollars ($ 8,500)

Alternate No. 3 (Sanitary Sewer to Jefferson St.)

Add (Deduct) ONE THOUSAND SEVENTY-FIVE AND No/100 Dollars ($ -1075.00)

UNIT PRICE: The bottom of the existing wall at the north side of the elevator shaft is shown on the drawings to be at a certain level. If the actual bottom elevation is at a higher level, additional material and labor will be required. The following unit price shall cover the cost of one (1) vertical foot of additional wall height for the full length of the underpinned wall section, and shall be applied to full and/or fractional parts of a foot.

$ 450.00 /VLF

4. The Bidder agrees, upon written notice of the acceptance of this bid within thirty (30) days after receipt of the bids, that he will execute the Contract in accordance with the bid as accepted and will present Contract and Payment Bonds in acceptable form within ten (10) days after the acceptance of this bid.

5. The Bidder further agrees that if awarded the Contract, he will commence work within (10) calendar days after receipt of Notice to Proceed and that he will substantially complete the work, as determined by the Architect, within 150 calendar days, and that he shall pay liquidated damages in the amount of $100.00 per day for each calendar day the work remains uncompleted after expiration of the Contract time.

6. As an evidence of good faith in submitting this bid, the Bidder encloses a bid bond, cashier's check or a certified check in the amount of $ 19800.00 which is 5% of the bid price. In case he refuses or fails to accept an award and to enter into a contract and file the required bonds within the prescribed time, this amount shall be forfeited as liquidated damages.

7. The Undersigned hereby declares that the only parties interested in this bid are named herein, that this bid is made without collusion with any other person, firm or corporation.

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8. Addendum Nos. 1 March 22 1990 were received and considered in the preparation of this bid.

Dated at Bullard, Texas this 26th day of March, 1990.

SIGNATURE OF BIDDER

W. Robert Leavins
(Name)

(Signature of Authorized Officer)

Owner
(Title)

Business Address of Bidder:

11127 CR 194

Bullard, Tx 75757

D-3

IN THE MATTER OF
APPROVING COLLECTION CONTRACTS FOR TAXES
FOR THE TITUS COUNTY HOSPITAL DISTRICT
AND NORTHEAST TEXAS COMMUNITY COLLEGE

Motion was made by Commissioner Mike Price and seconded by Commissioner J. W. Terrell, Jr. approving the collection contracts for Titus County to collect taxes for The Titus County Hospital District and Northeast Texas Community College. Motion carried unanimously.

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STATE OF TEXAS:

COUNTY OF TITUS:

CONTRACT FOR ASSESSMENT AND COLLECTION SERVICES

On this the 5th day of February, 1990, 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 4413 (32c) (Vernon 1979).

TERM OF CONTRACT:

This contract shall be effective from Oct 1, 1990 through Sept 30, 1991. 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 unity, based upon the information contained in the taxing unit's records held by the County. Revenues for issuing Tax Certificates will be pro-rated 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, re-issuing, 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 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 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 of Titus and the Presiding Officer of the respective governing body who is authorized to execute this instrument.

Titus County

Alford L Flanagan
County Judge

Mike Price
Pct. 1

Mike Fields
Pct. 2

J W Tenelly
Pct. 3

Carl L Terrell
Pct. 4

Sworn to before me this the 26th day of March 1990

Eugenia Roach
County Clerk

Taxing Unit Titus County Memorial Hospital Dist.

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Sworn to before me this the 5th day of February, 1990

Notary Public Sherri Wafford

Commission Expires

SHERRI WAFFORD
Notary Public, State of Texas
My Comm. Expires 9-2-93

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STATE OF TEXAS:

COUNTY OF TITUS:

CONTRACT FOR ASSESSMENT AND COLLECTION SERVICES

On this the 31 day of January, 1990, 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, 1990 through Sept 30, 1991. 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.

(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, re-issuing, 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 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 of redemtpion of the returned checks in a reasonable and normal manner for the taxing unit.

(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 unity, based upon the information contained in the taxing unit's records held by the County. Revenues for issuing Tax Certificates will be pro-rated 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.

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This contract is executed on behalf of the County of Titus and the Presiding Officer of the respective governing body who is authorized to execute this instrument.

Titus County

Alfred L. Flanagan
County Judge

Mike Price
Pct. 1

Mike Fields
Pct. 2

Jack Tonelly
Pct. 3

Carl L. Ferrell
Pct. 4

Sworn to before me this the 26th day of March 1990

Eugenia Roach
County Clerk

Taxing Unit

Northeast Texas Community College

W Wayne Smith

[illegible]

[illegible]

[illegible]

Sworn to before me this the 28th day of February, 1990

Notary Public Yolanda Lewis

Commission Expires 3-18-93

YOLANDA LEWIS NOTARY PUBLIC STATE OF TEXAS EXPIRES 03-18-93

IN THE MATTER OF
CLARIFICATION OF NEW EMPLOYEE
PAY DURING PROBATION PERIOD

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Mike Price that the elected officials will make the determination when a new employee receives the increased pay scale after the probation period. Motion carried unanimously.

IN THE MATTER OF
PAYING PAUPER'S FUNERAL

No action was taken.

IN THE MATTER OF
SIGNING PAY ORDERS
AND PAYING BILLS

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

IN THE MATTER OF
APPROVING REPORTS OF
COUNTY OFFICIALS

No action was taken - no reports turned in.

IN THE MATTER OF
ADJOURNMENT

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

COMMISSIONERS' COURT
SPECIAL MEETING
MARCH 30, 1990

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS' COURT met in Special Session on Friday, March 30, 1990 in Titus County Courtroom with the following members present:

ALFORD L. FLANAGAN	COUNTY JUDGE
MIKE PRICE	COMMISSIONER PRECINCT 1
MIKE FIELDS	COMMISSIONER PRECINCT 2
J. W. TERRELL, JR.	COMMISSIONER PRECINCT 3
CARL R. FERRELL	COMMISSIONER PRECINCT 4
EUGENIA ROACH	COUNTY CLERK

ABSENT: None
and the following proceedings were had to wit:

IN THE MATTER OF
PURCHASE OF REAL ESTATE
FOR COURTHOUSE ANNEX

Motion was made by Commissioner Mike Price and seconded by Commissioner J. W. Terrell, Jr. to purchase the old Guaranty Bank building across the street from the courthouse for a courthouse annex from Guaranty Bank for $300,000.00 Motion carried unanimously.