

COMMISSIONERS' COURT
REGULAR MEETING
FEBRUARY 11, 1991

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS' COURT met in Regular Session on Monday, February 11th, 1991 in the Titus County Courtroom with the following members present:

ALFORD L. FLANAGAN
MIKE PRICE
MIKE FIELDS
J. W. TERRELL, JR.
THOMAS E. HOCKADAY
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 JANUARY, 1991 MINUTES

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Mike Price approving the January, 1991 minutes. Motion carried unanimously.

IN THE MATTER OF
REPLACEMENT FOR THE
SALARY GRIEVANCE COMMITTEE

Motion was made by Commissioner Mike Price and seconded by Commissioner Thomas E. Hockaday approving the drawing of the name of Mary Jo Lee to replace Jack Harvey on The Salary Grievance Committee. Motion carried unanimously.

IN THE MATTER OF
LEASE AGREEMENT WITH TEXAS
UTILITIES MINING COMPANY

Motion was made by Commissioner Mike Price and seconded by Commissioner Thomas E. Hockaday approving a lease agreement with Texas Utilities Mining Company in Precinct 1 for \$1.00 per year. Motion carried unanimously.

IN THE MATTER OF
AWARDING CONTRACT FOR
REMODELING THE COURTHOUSE

Motion was made by Commissioner J. T. Terrell, Jr. and seconded by Commissioner Thomas E. Hockaday awarding the contract for remodeling the courthouse to Clark Construction for \$714,200.00. Other base bids were WRL Construction \$701,200.00; Howe Building Corporation \$709,700.00; Audley Moore Construction Company \$758,970.00; RPR CONSTRUCTION COMPANY \$720,500.00; M. L. JAMES Construction Company \$783,800.00; Altech Inc. \$840,000.00; Fenix Construction Inc. \$743,000.00. Motion carried unanimously.

BID FORM

TO: County Auditor
Titus County
105 West 1st. Street
Mt. Pleasant, Texas 75455

FROM: Clark Construction
Rt 6 Box 241
Clarksville, Texas 75426

FOR: Titus County
Courthouse Renovation
Titus County
Mt. Pleasant Texas

The Undersigned, having visited the site of proposed work for the above noted project, and having familiarized himself with local conditions affecting the cost of the work and with all requirements of the Contract Documents as prepared by the Architect, and all Addenda to said Documents, hereby proposes to furnish all things as required by said Documents and Addenda thereto for Titus County Courthouse Renovations, Titus County, Mt. Pleasant, Texas.

BASE BID

Six hundred eighty nine thousand
4 00/100 DOLLARS (\$ 689,000⁰⁰).

ALTERNATES

Alternate No. 1 (Electrical Work)

The Undersigned proposes to add Seven thousand
two hundred 4 00/100 DOLLARS (\$ 7,200⁰⁰)

if Alternate No. 1 is accepted.

Alternate No. 2 (Additional Dryvit)

The undersigned proposes to add Eighteen thousand
5 00/100 DOLLARS (\$ 18,000⁰⁰)

if alternate No. 2 is accepted.

TIME OF COMPLETION

If awarded this contract, the Undersigned hereby agrees to begin work immediately upon execution of contract and complete all work

by August 31-1991 (Insert Date).

The Owner may retain the sum of One Hundred Dollars (\$100.00) from the amount of compensation to be paid the Contractor for each day after the stated completion date, and after the expiration of time from the substantial completion date to the final completion date, Sundays and Holidays included, that the Work remain incomplete. The above amount agreed upon as the proper measure of liquidated damages which the Owner will sustain per day by the failure of the Contractor to complete the Work at the stipulated time is not to be construed in any sense as a penalty.

The Architect shall be compensated from remaining funds due the Contractor for additional services to the Owner for failure of the Contractor to complete the Work at the stipulated time as stated in the Owner-Architect Agreement, AIA Document B141, paragraph 1.7.16. Compensation shall be in accordance with paragraph 14.4.1 of the above referenced agreement.

EXTRA WORK

If extra work is ordered by the Owner, the Undersigned agrees to perform each extra work for net cost of all materials and labor furnished plus 15 % for overhead and profit.

ADDENDUM RECEIPT

Receipt of the following Addenda to the Contract Documents are acknowledged:

Addendum No. 1 Dated 1-21-91.
Addendum No. 2 Dated 1-28-91.
Addendum No. _____ Dated _____.

BID ACCEPTANCE

If the Undersigned is notified of the acceptance of this Bid within thirty (30) days after the date for opening of Bids or anytime

BF-1

Attachment to Bid Form:

For use in providing bids on Alternates No 3 and No 4.

Alternate No 3: (Energy Management Control System)

The Undersigned proposes to add ten thousand
five hundred & 10/100 Dollars (\$ 10,500⁰⁰)
if alternate No. 3 is accepted.

Alternate No 4: (Fourth Floor HVAC)

The Undersigned proposes to add seven thousand
nine hundred fifty & 10/100 Dollars (\$ 7,950⁰⁰)

thereafter this bid is withdrawn, the Undersigned will, within ten (10) days after the date of notification enter into a contract for the above work for the stated amounts.

Firm Name:

Clark Construction

Address:

Rt 6 Box 241 Clayville Ohio

By (Signature):

Charles Clark

Title:

owner

Date:

1-31-91

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IN THE MATTER OF
PAYING BILLS AND SIGNING
PAY ORDERS

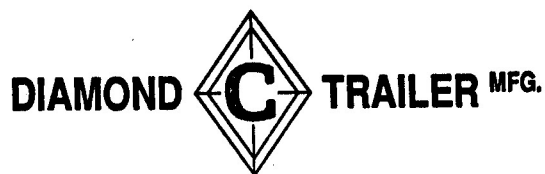
Motion was made by Commissioner Mike Price and seconded by Commissioner Mike Fields approving paying bills and signing pay orders. Motion carried unanimously.

IN THE MATTER OF
APPROVING REPORTS OF OFFICIALS

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Thomas E. Hockaday approving reports of officials. Motion carried unanimously.

IN THE MATTER OF
PURCHASING TRAILER FOR PRECINCT 4

Motion was made by Commissioner Thomas E. Hockaday and seconded by Commissioner J. W. Terrell, Jr. to purchase the lowest quote of \$4,900.00 from Diamond C Trailer Mfg. for an equipment trailer for Precinct 4. Other bids were: Parker Trailer Sales Inc. \$5,500.00; A-A Welding Service \$4,835.00; Merritt Trailer Sales \$5,090.00 and Texas Bragg Enterprises \$5,270.00. Motion carried unanimously.



Rt. 7 Box 5J Mt. Pleasant, Texas 75455 (214) 572-2834 572-4859

Bid for Flatbed Trailer to be purchased for Precinct #4 Titus County

25' Dual Tandem Fleetneck \$4900.00

adjustable coupler (2 5/16 CMI sq.)
2 - 18000# drop leg jacks
2 - 10000# heavy duty Dexter electric brakes
10" channel neck
12" - 16# I-beam frame
235, 85R16 radials (load range E)
Heavy duty I-beam ramps w/cleats and cleats built into dovetail-5'
w/olmanized treated floor
bridged frame
chains tray
rubrail and stake pockets
break-away switch (required by law)
ICC lights
choice of colors
1 year parts & workmanship warranty
wiring in conduit
spare mounting bracket
3" channel cross members on 16" centers

NOTE: This trailer can be purchased for \$4,400.00 if the county would choose to use Quality Running Gear's 10,000# oil bath axles. Diamond C uses the Quality 10K as our standard 10K axle. We used approximately 150 sets in 1990. These axles have the same warranty as any other manufacturer. We have these axles available for inspection if you so choose. Everything else on this trailer would be as described above.

DEXTER RUNNING GEAR - \$4900.00 QUALITY RUNNING GEAR - \$4400.00

"With ROAD CLIPPES You're Always a Step Ahead"

EXECUTIVE SESSION

The Commissioners' Court went into Executive Session to consider real estate. No Action was taken in court.

IN THE MATTER OF SELECTING BANK DEPOSITORY

Motion was made by Commissioner Mike Price and seconded by Commissioner J. W. Terrell, Jr. approving the bid of Guaranty Bank as depository for Titus County. One other bid was received from NCNB Texas National Bank. Motion carried unanimously.

DEPOSITORY BID
FOR
TITUS COUNTY, TEXAS

County Commissioners
Titus County, Texas

Gentlemen:

The undersigned, a national or state banking corporation, hereinafter called "Bidder", for the privilege of acting as Depository for Titus County, Texas for a term ending February 11, 1993 and for the further privilege of receiving funds to be designated by the County to be placed on demand or interest bearing deposits, agrees to the following terms and conditions:

- I. Bidder will pay to the County on all funds deposited with the Bidder the following rates of interest (must be indexed to the 13-week Treasury Bill discount rate as published in the Wall Street Journal).

A. On each time deposit of less than \$100,000.00

- | | |
|-------------------------------|--|
| 1. 7 days through 29 days: | T-Bill Discount Rate
(+ or -) <u>-25</u> basis pts. |
| 2. 30 days through 89 days: | T-Bill Discount Rate
(+ or -) <u>-25</u> basis pts. |
| 3. 90 days through 179 days: | T-Bill Discount Rate
(+ or -) <u>-25</u> basis pts. |
| 4. 180 days through one year: | T-Bill Discount Rate
(+ or -) <u>-25</u> basis pts. |
| 5. Over one year: | T-Bill Discount Rate
(+ or -) <u>-25</u> basis pts. |

B. On each time deposit of more than \$100,000.00

- | | |
|-------------------------------|--|
| 1. 7 days through 29 days: | T-Bill Discount Rate
(+ or -) <u>-25</u> basis pts. |
| 2. 30 days through 89 days: | T-Bill Discount Rate
(+ or -) <u>-25</u> basis pts. |
| 3. 90 days through 179 days: | T-Bill Discount Rate
(+ or -) <u>-25</u> basis pts. |
| 4. 180 days through one year: | T-Bill Discount Rate
(+ or -) <u>-25</u> basis pts. |
| 5. Over one year: | T-Bill Discount Rate
(+ or -) <u>-25</u> basis pts. |

C. Interest rate paid on daily balance in:

MONEY MARKET DEPOSIT Accounts:

T-Bill Discount Rate
(+ or -) -100 basis pts.

SUPER NOW Accounts

T-Bill Discount Rate
(+ or -) -150 basis pts.

NOW Accounts:

Depository Bid for Titus County, Texas - Page 2

- II. Charge on overdrafts Guaranty Bank base rate on amount of overdraft
- III. Length of time permitted on fund overdraft 3 days
- IV. Interest charge on short term loans of less than one year T-Bill Discount Rate (+ or -) +200 basis pts.
- V. Charge for Cashier's Checks no charge
- VI. Will you be willing to pay the cost for checks for the various checking accounts? no
- VII. Will you provide safety deposit box of sufficient size for county requirements? yes
- VIII. Bidder shall provide the County's deposit records and accounts for the period covered by this bid. Included in and required as a part of this duty are the following:
- A. Preparation of monthly statements showing debits, credits and balance of each separate fund.
 - B. Making its records available for audit by the County or its appointed representative.
 - C. Preparation of such other reports, accounts and records which may, from time to time, be required by the County in order that it may properly fulfill its fiscal duties.
** See addendum I **
 - D. Pledge approved securities as set forth in State regulations.
** See addendum II **

DATED this the 11 day of February, 19 91BIDDER: Guaranty BankBy: Arthur B. Scharlach, Jr.Title: Arthur B. Scharlach, Jr., President & CEO

ADDENDUM I

Other Services

Guaranty Bank agrees to offer any service now in effect or developed in the future to Titus County under mutually agreed upon terms. Any existing service, present or future, may be modified at any time by mutual agreement.

Account Analysis

All accounts will be placed on account analysis and charged according to services rendered. This charge may or may not apply to each account depending solely on activity.

ADDENDUM II

Collateral and FDIC Insurance Considerations

All deposits exceeding \$100,000 will be secured by U.S. Government Bonds, Federal Agencies, or Municipal Bonds. The collateral value will equal or exceed 100% of the amount of Titus County funds on deposit with Guaranty Bank less the amount of FDIC Insurance applicable to Titus County.

When calculating the amount of securities needed to secure Titus County funds, Guaranty Bank will use the FDIC Insurance which would be a maximum of \$300,000, as applicable (\$100,000 for demand deposits, \$100,000 for time deposits and a separate \$100,000 for any interest and sinking funds).

Titus County acknowledges and agrees that Guaranty Bank retains the right at any time and from time to time to substitute other securities for pledged securities.

IN THE MATTER OF
COUNTY JUDGE SIGNING CONTRACT
FOR THE COURTHOUSE REMODELING

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Mike Price approving the County Judge, Alford L. Flanagan, signing the contract with Clark Construction for remodeling the courthouse. Motion carried unanimously.

IN THE MATTER OF
CO-ORDINATOR FOR AUCTION

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Mike Price approving Commissioner Thomas E. Hockaday serving as co-ordinator for the auctioning of equipment with the city. Motion carried unanimously.

IN THE MATTER OF
ADJOURNMENT

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

COMMISSIONERS' COURT
SPECIAL MEETING
FEBRUARY 25, 1991

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS' COURT met in Special Session on Monday, February 25th, 1991 in the Titus County Courtroom with the following members present:

ALFORD L. FLANAGAN
MIKE PRICE
MIKE FIELDS
J. W. TERRELL, JR.
THOMAS E. HOCKADAY
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
OPENING BIDS FOR A PNEUMATIC COMPACTOR

Motion was made by Commissioner Mike Price and seconded by Commissioner J. W. Terrell, Jr. to purchase a new pneumatic compactor from Conley Lott Nichols Machine Company for \$34,900.00. Other bids were George P. Bane Inc. \$27,500.00 for a used compactor and Darr Equipment Company \$41,689.00 for a new compactor. Motion carried unanimously.

Motion was made by Commissioner Mike Price and seconded by Commissioner Thomas E. Hockaday to pay the 24 months lease purchase plan. Motion carried unanimously.