

The above and foregoing minutes for the month of December, 1991 were read and approved this 27th day of January, 1992.

Alford L. Flanagan  
ALFORD L. FLANAGAN, COUNTY JUDGE

Mike Price  
MIKE PRICE  
COMMISSIONER PRECINCT #1

Mike Fields  
MIKE FIELDS  
COMMISSIONER PRECINCT #2

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

Thomas E. Hockaday  
THOMAS E. HOCKADAY  
COMMISSIONER PRECINCT #4

Eugenia Roach  
EUGENIA ROACH, COUNTY CLERK

COMMISSIONERS' COURT MINUTES FOR DECEMBER, 1991 A.D.  
RECORDED ON THE 28th DAY OF JANUARY, 1992 A.D.

EUGENIA ROACH  
COUNTY CLERK, TITUS COUNTY, TEXAS

BY Jean Craver  
DEPUTY COUNTY CLERK

COMMISSIONERS' COURT  
REGULAR MEETING  
JANUARY 13, 1992

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS' COURT met in Regular Session on Monday, January 13th, 1992 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 ROAD CROSSING FOR GAS  
PIPELINE IN PRECINCT 3, ROAD NE - 48

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Thomas E. Hockaday approving a road crossing for a gas pipeline in Precinct 3 on Road NE - 48 for Marathon Gas Company. Motion carried unanimously.

IN THE MATTER OF  
RENEWING LEASE WITH JOE  
BUFORD AND PRECINCT 2

Motion was made by Commissioner Mike Fields and seconded by Commissioner Mike Price approving renewing lease with Joe Buford and Precinct 2 for dirt for \$500.00 per year. (Recorded in Volume 641 Page 31 of the Real Property Records.) Motion carried unanimously.

IN THE MATTER OF  
PURCHASING VOTER REGISTRATION  
SUPPLIES AND RECEIPTS

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Mike Price approving purchasing voter supplies and receipts in the amount of \$657.00 for the voter registrar. Motion carried unanimously.

IN THE MATTER OF  
COLLECTION CONTRACTS FOR TITUS COUNTY  
HOSPITAL DISTRICT AND NORTHEAST TEXAS  
COMMUNITY COLLEGE FOR THE 1992 TAX YEAR

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Thomas E. Hockaday approving collection contracts between Titus County and The

Titus County Hospital District and The Northeast Texas Community College for the 1992 tax year with the cost and collection services being the same as 1991 - 2%. Motion carried unanimously.

STATE OF TEXAS:

COUNTY OF TITUS:

CONTRACT FOR ASSESSMENT AND COLLECTION SERVICES

On this the 13 day of January, 1992, the County of Titus (hereinafter called "County"), and the Titus County Memorial Hospital District (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 October 1, 1992 through September 30, 1993. 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 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 2% 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.

County:

Titus County

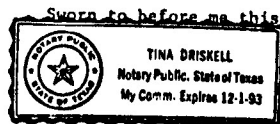
Robert L. Flanagan  
County Judge

Mike Linn  
Commissioner, Pct. #1

Mike Fields  
Commissioner, Pct. #2

J.W. Lemley  
Commissioner, Pct. #3

Thomas E. Hochaday  
Commissioner, Pct. #4



Notary Public Tina Driskell  
Commission Expires 12-1-93

Taxing Unit:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sworn to before me this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Notary Public \_\_\_\_\_  
Commission Expires \_\_\_\_\_

STATE OF TEXAS:

COUNTY OF TITUS:

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(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.

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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

Alfred L. Hays  
County Judge

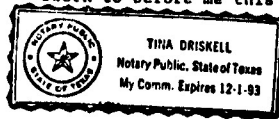
Mike Linn  
Commissioner, Pct. #1

Mike Fields  
Commissioner, Pct. #2

J.W. Lemley  
Commissioner, Pct. #3

Thomas E. Hockaday  
Commissioner, Pct. #4

Sworn to before me this the 13 day of January, 1992



Notary Public Tina Driskell  
Commission Expires 12-1-93

Taxing Unit:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sworn to before me this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Notary Public \_\_\_\_\_  
Commission Expires \_\_\_\_\_

IN THE MATTER OF  
COUNTY PROPERTIES FOR 9-1-1

No action taken.

IN THE MATTER OF  
A COPIER FOR THE DISTRICT JUDGE  
AND THE JUVENILE PROBATION OFFICES

Motion was made by Commissioner Mike Fields and seconded by Commissioner Mike Price approving buying a new copier for use by the District Judge and Juvenile Probation Offices from Monroe Systems For Business for \$2,745.00. Motion carried unanimously.



5150 Interstate Drive, Suite 210, Shreveport, LA 71109  
318 635-9764


*just*  
~~ADULT~~ PROBATION OFFICE  
ATT: GLENDALE LANE  
MT. PLEASANT, TX.

1/7/1991

REF: LOANER PROGRAM

MR. LANE,

MONROE SYSTEMS FOR BUSINESS WILL PROVIDE A FREE LOANER OF EQUAL OR GREATER CAPACITY IF WE CANNOT RESPOND TO YOUR SERVICE NEEDS WITHIN A 4 HOUR PERIOD. WE BELIEVE THAT A QUALITY PRODUCT AND RAPID RESPONSE TO YOUR SERVICE NEEDS HAVE ENABLED MONROE BUS. SYSTEMS TO SERVE THE PUBLIC FOR OVER 80 YEARS. WE ARE GREATFUL FOR THE OPPORTUNITY TO DO BUSINESS WITH YOUR FINE ORGANIZATION. IF YOU HAVE ANY QUESTIONS OR WOULD LIKE TO DEMONSTRATE OUR UNITS, PLEASE DON'T HESITATE TO CALL.

  
CHRIS MARSHALL  
MONROE BUS. SYSTEMS  
SR. SALES REP.

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

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Mike Fields approving signing pay orders and approving payment of county bills. 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 Thomas E. Hockaday approving reports of the County Officials. Motion carried unanimously.