

**COMMISSIONERS' COURT
REGULAR MEETING
JANUARY 10, 1994**

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS' COURT met in *Special Session* on Monday, January 10, 1994 in the Titus County Courtroom with the following members present:

ALFORD L. FLANAGAN
MIKE PRICE
MIKE FIELDS
J. W. TERRRELL, JR.
THOMAS E. HOCKADAY
SHELIA D. PRICE

COUNTY JUDGE
COMMISSIONER PRECINCT 1
COMMISSIONER PRECINCT 2
COMMISSIONER PRECINCT 3
COMMISSIONER PRECINCT 4
COUNTY CLERK

ABSENT: NONE

PUBLIC AND COUNTY OFFICIALS ATTENDING MEETING:

CHERIE BELL
JOEL BRACKETT

JIM STRYKER

CARL JOHNSON, JR.-AUDITOR

**IN THE MATTER OF
CONSIDERING BIDS FOR A VOTER
TABULATION MACHINE**

Motion was made by Commissioner Mike Price and seconded by Commissioner Thomas E. Hockaday to approve the bid of \$21,095.00 submitted by Hart Forms for a voting tabulation machine. It was further stipulated to amend budget item, "Election Workers Salaries" in the amount of \$11,095.00, and transfer funds to line item, tabulation machine to purchase the machine. No other bids were submitted. Motion carried unanimously.

SEE ATTACHMENT "A"

**IN THE MATTER OF
APPROVING MINUTES OF
DECEMBER, 1993**

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Mike Fields to approve December, 1993 minutes with a correction from December 13, 1993 minutes regarding IH truck. Motion carried unanimously.

IN THE MATTER OF
APPROVING SALES TAX REFUND FOR
PRIEFERT MANUFACTURING COMPANY

Motion was made by Commissioner Mike Price, and seconded by Commissioner J. W. Terrell, Jr. to approve a sales tax refund of \$220.91 to Priefert Manufacturing Company. Motion carried unanimously. *SEE ATTACHMENT "B"*

IN THE MATTER OF
APPROVING BUDGET AMENDMENTS

Motion was made by Commissioner Mike Fields and seconded by Commissioner Thomas E. Hockaday to approve movement of line item expenses in the Precinct 2 budget. Motion carried unanimously.

IN THE MATTER OF
SIGNING PAY ORDERS
AND PAYING BILLS

Motion was made by Commissioner Thomas E. Hockaday and seconded by Commissioner Mike Fields to sign pay orders and pay bills. Motion carried unanimously.

IN THE MATTER OF
APPROVING PLAT OF ROLLING-MEADOWS
ESTATE, IN PRECINCT 1

Motion was made by Commissioner Mike Price and seconded by Commissioner J. W. Terrell, Jr. to approve the plat of Rolling-Meadows Estate in Precinct 1. Motion carried unanimously.

IN THE MATTER OF
APPROVING COUNTY OFFICIALS REPORTS

Motion was made Commissioner Mike Price and seconded by Commissioner J. W. Terrell, Jr. to approve county officials' reports. Motion carried unanimously.

The Commissioners' Court then discussed investment of funds by county. Commissioners asked County Treasurer, Sandy Agan about CMO Funds drawing 7.01% interest. County Judge, Alford L. Flanagan requested County Treasurer to come up with an investment plan for the county. Sandy Agan said, "She would get started on it" Commissioner J. W.

Terrell, Jr. stated he felt it was important to the County that the money be invested in the most beneficial manner possible, and requested the County Treasurer get back to the Court with a couple of weeks within some investment information.

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.


AMERICAN INFORMATION SYSTEMS, INC.

11208 John Galt Blvd., Omaha, Nebraska 68137, (402) 593-0101

EQUIPMENT PURCHASE

THIS EQUIPMENT PURCHASE AGREEMENT ("Agreement") made this _____ day of _____, 19____, by and between AMERICAN INFORMATION SYSTEMS, INC., a Delaware corporation, having its principal office at 11208 John Galt Blvd., Omaha, Nebraska 68137 (hereinafter referred to as "AIS") and Titus County

(hereinafter referred to as "Buyer").

EQUIPMENT

Quan.	Model	Description	Unit Price	Total
1	AIS-150	OPTICAL SCAN BALLOT TABULATION SYSTEM	\$ 21,095.00	\$ 21,095.00
	Includes:	SCANNER & PRINTER		
		STEEL TABLE		
		VINYL COVER		
		START-UP KIT		
		DELIVERY AND INSTALLATION		
		TECHNICAL PREP		
		ON-SITE TRAINING		
		SITE SUPPORT FOR FIRST ELECTION		
Total Price/All Equipment				\$ 21,095.00
State and Local Taxes				\$
Destination Charge (Subject to Change)				\$
Less Advance Payment Received				\$ ()
NET AMOUNT				\$ 21,095.00

TERMS AND CONDITIONS

Buyer agrees to purchase from AIS, and AIS by its acceptance of this Agreement at its principal office set forth above, agrees to sell, subject to the following terms and conditions, the equipment described above. AIS will, (1) sell the equipment to the Buyer and (2) provide warranty service, per the following terms and conditions and future written agreements between AIS and Buyer. Buyer agrees to accept the equipment and warranty service pursuant to the following terms and conditions and any future written agreements between the parties. Acceptance of this Agreement by AIS is expressly contingent upon the absence of any mathematical error or deviation from AIS' current prices with regard to the above price quotations.

1. PRICES AND TAXES.

- Prices for AIS equipment sold hereunder will be as stated in the standard AIS price list in effect at the time AIS accepts this Agreement at its principal office.
- Prices in the standard AIS price list are exclusive of any and all sales, use or other excise taxes, and therefore are subject to an increase in an amount equal to any taxes which AIS may be required to collect or pay which arise out of, or result from, the sale or delivery of the equipment. Buyer expressly agrees to indemnify and hold AIS harmless against any such taxes arising out of, or resulting from, the sale or delivery of the equipment pursuant to this Agreement.

2. DELIVERY/TITLE TO EQUIPMENT

- Except as otherwise provided in paragraph 12 herein, sale of equipment hereunder shall be FOB Point of Destination. Title to the equipment shall pass to Buyer upon delivery of the equipment.
- Buyer hereby expressly grants to AIS a security interest in and to all the equipment purchased by Buyer hereunder and any proceeds from said equipment. This security interest shall remain in full force and effect until Buyer shall make full payment to AIS for all of said equipment. Buyer agrees to execute financing statements or other documentation as may be reasonably requested by AIS to perfect and protect the security interest granted hereby.
- AIS will not be liable for damages of any kind or nature arising out of, or resulting from, the delay in the delivery of the equipment or for the failure to give notice of delay in delivery of the equipment, when such delay is due to conditions beyond AIS' control.

3. TERMS OF PAYMENT

- Except as may be provided in Paragraph 12 herein, terms are net cash on or prior to delivery of the equipment to the Buyer.
- Invoices not paid within thirty (30) days of the invoice date will include a finance charge at the maximum rate allowed by law against the unpaid balance from the date of invoice until the date of payment.

4. DOCUMENTATION AIS will supply all normal documentation applicable to the equipment ordered and supplied at no charge. The purchase price of each AIS system will entitle Buyer to a complete set of operator's manuals for the system.

5. WARRANTY Scanning equipment purchased under this Agreement from AIS will conform to the performance specifications stated in AIS documentation and operator's manuals and are warranted to be free from manufacturing and material defects for the applicable period as follows:

Equipment	Period of Warranty
(i) AIS 115 Optical Mark Reader	Two (2) years
(ii) AIS 315 Optical Mark Reader	Five (5) years
and AIS 150 Accumulator	

Any scanning equipment purchased from AIS which becomes defective during the warranty period will, at AIS' sole and absolute discretion, be repaired or replaced at Buyer's site, or AIS' plant. Buyer agrees to obtain a return authorization number from AIS prior to returning any scanning equipment to AIS under this warranty.

THIS WARRANTY IS CONTINGENT UPON, AND SUBJECT TO, THE PROPER USE OF THE EQUIPMENT BY BUYER AND DOES NOT COVER EQUIPMENT:

- (a) WHICH HAS BEEN MODIFIED IN ANY MANNER WITHOUT AIS' PRIOR WRITTEN CONSENT AND APPROVAL;
- (b) WHICH HAS BEEN USED IN CONJUNCTION WITH ANY OTHER EQUIPMENT, DEVICE, SOFTWARE, PAPER PRODUCT, OR DATA WHICH HAS NOT BEEN APPROVED OR SUPPLIED BY AIS;
- (c) WHICH HAS BEEN SUBJECTED TO UNUSUAL PHYSICAL OR ELECTRICAL STRESS;
- (d) WHICH HAS BEEN USED IN ANY MANNER OTHER THAN FOR ORDINARY USE; OR
- (e) WHICH HAS HAD THE ORIGINAL IDENTIFICATION MARKS REMOVED OR ALTERED IN ANY MANNER.

6. LIMITATION OF LIABILITY

- (a) THE WARRANTY CONTAINED IN PARAGRAPH 5 ABOVE IS THE ONLY WARRANTY MADE BY AIS TO BUYER. THERE ARE NO OTHER EXPRESS WARRANTIES. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHER IMPLIED WARRANTIES.
- (b) AIS SHALL NOT BE LIABLE TO BUYER OR ANY OTHER PARTY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF, OR IN ANY MANNER CONNECTED WITH, THIS AGREEMENT OR ANY EQUIPMENT OR OTHER ITEMS SOLD HEREUNDER.

7. ACCEPTANCE

The criteria for acceptance of AIS equipment by Buyer is a successful operation of the equipment using AIS' standard test procedures and diagnostic test programs applicable to the equipment.

8. PROPRIETARY PROPERTY RIGHTS

Buyer acknowledges and understands that the design and specifications of equipment sold hereunder, the AIS system, and any and all names, documents, logos, information and materials used therewith is proprietary property of AIS. Buyer further acknowledges and understands that AIS's sale of any equipment or other accompanying items hereunder does not grant to or invest in Buyer any right, title or interest in and to any said proprietary property. All patents or trademarks, whether now owned or hereafter acquired by AIS, are the sole and absolute property of AIS and no interest thereto is being vested in Buyer by the sale of the equipment or the AIS system. Buyer shall have no authority or right to copy, modify, license, or otherwise transfer any rights in and to any proprietary property of AIS, as outlined in this paragraph or otherwise, without the prior express written consent of AIS.

9. SUBSTITUTIONS AND MODIFICATIONS

AIS reserves the right, in its sole and absolute discretion, to make substitutions and modifications in the specifications of equipment or other items designed or provided by AIS to Buyer provided that such substitutions or modifications will not materially and adversely affect the performance of the equipment or other items.

10. GENERAL

- (a) A valid contract binding upon AIS will not come into being until the formal written acceptance of this Agreement by AIS at its principal office. A duly authorized agent of AIS will notify Buyer upon said acceptance.
- (b) This Agreement is made in, and shall be governed by and construed in accordance with, the laws of the State of Nebraska.
- (c) This Agreement is nonassignable by Buyer without the prior written consent of a duly authorized agent of AIS, and any attempt to assign any rights, duties or obligations under this Agreement by Buyer shall be null and void without said consent.
- (d) All rights and remedies to which AIS may be entitled shall be cumulative and may be exercised by AIS either individually or concurrently. If either party fails to perform any term of this Agreement, and the other party does not enforce that term, failure to enforce on that occasion shall not prevent enforcement on any other occasion.

11. MODIFICATION OF THIS AGREEMENT

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof. Any modifications, revisions or amendments to this Agreement must be set forth in a writing signed by a duly authorized agent of AIS and Buyer.

12. ADDITIONAL TERMS AND CONDITIONS

If a Texas county decides to acquire the AIS-150 prior to certification and if there are any delays, AIS will install a larger system for use by the County until certification is received. This will be done at no additional cost to the county.

Date: 1/10/94

Titus County
(Buyer)

By Alfred L. Flanagan
(Signature)

Alfred L. Flanagan - County Judge
(Printed Name and Title)

The above and foregoing Equipment Purchase Agreement is accepted by American Information Systems, Inc. ("AIS") at its principal office in Omaha, Nebraska, this _____ day of _____, 19____.

AMERICAN INFORMATION SYSTEMS, INC.

By _____
(Signature)

(Printed Name and Title)

**Priefert****Mfg. Co., Inc**Phone 903-572-1741 • Toll Free 1-800-527-8616 • FAX 903-572-2798
P.O. Box 1540 • Mt. Pleasant, TX 75456-1540

December 29, 1993

The Honorable Alford Flanagan
County Judge
100 W. 1st, Suite 200
Mt. Pleasant, TX 75455

Re: Refund of County Sales Tax

Dear Judge Flanagan:

Please find attached an itemization of purchases we have made locally for our building expansion in 1993. It is our understanding that we are entitled to a refund of county sales tax for these purchases and that the County will issue a check to us for this refund.

Thank you for your assistance.

Sincerely,

PRIEFERT MFG. CO., INC.

By:

Virginia Laney
Virginia Laneyattachment
file

PURCHASES MADE LOCALLY FOR BUILDING EXPANSIONS - 1993

<u>Vendor</u>	<u>Description of Goods</u>	<u>Total of Bill</u>	<u>Taxes Paid*</u>
Foxworth-Galbraith Lumber	Building materials	\$ 2,907.85	\$ 244.36
Savemore Lumber	Building materials	\$ 6,723.59	\$ 548.73
Mason Hardware	Stapler; staples	\$ 34.07	\$ 2.81
Buster Concrete	Concrete	\$ 21,255.06	\$1669.81
Cox Concrete	Pipe	\$ 402.30	\$ 27.16
Dunn & Gerhardt	Concrete	\$ 2,916.00	\$ 240.57
B & C Pipe	Casing	\$ 52.50	\$ 3.54
Tri J's	Pipe	\$ 463.96	\$ 35.96
Brown's Glass & Mirror	Door & glass	\$ 732.00	\$ 56.73
Wholesale Electric	Electrical materials	\$ 3,724.14	\$ 294.73
Fashion Floors	Vinyl	\$ 193.85	\$ 15.03
H.E. Spann & Co.	Concrete	\$ 3,785.26	\$ 294.79
Millhouse Supply	Adaptors; valves	\$ 149.08	\$ 12.29
Sherwin Williams	Paint; tape	\$ 841.78	\$ 65.21

*PLEASE NOTE: The tax amount was not broken down by city/county/state on any of the above invoices.