

**COMMISSIONERS' COURT  
SPECIAL MEETING  
FEBRUARY 24, 1997**

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS' COURT met in *Special Session* on Monday, February 24, 1997, in the Titus County Courtroom with the following members present:

DANNY P. CROOKS .....COUNTY JUDGE  
MIKE PRICE .....COMMISSIONER PRECINCT 1  
MIKE FIELDS .....COMMISSIONER PRECINCT 2  
BILLY J. THOMPSON .....COMMISSIONER PRECINCT 3  
THOMAS E. HOCKADAY .....COMMISSIONER PRECINCT 4  
JEAN CROVER .....DEPUTY COUNTY CLERK

ABSENT: NONE

PUBLIC AND COUNTY OFFICIALS ATTENDING MEETING:

CARL JOHNSON, AUDITOR

THERIL MONTTOOTH	LEONARD ROCKWELL
NIP CALDWELL	BOB BAKER
ANN RUNDLE	BURNIS COVINGTON
HECTOR HERNANDEZ	PAULA DYKE
STEVEN BARKER	LANELLE BARKER
CHARLES HLAVINKA	

Commissioner Mike Price asked the Court to make room for the State Comptrollers Office as quickly as possible. County Judge, Crooks said, "I have shown Mr. Rockwell the available space. He can move in whenever he wants to."

Mr. Bob Baker reported on the signs for County Roads. He brought several signs for the Court to look over so a decision could be made at the next Commissioners' Court meeting.

IN THE MATTER OF  
CONSIDERING BIDS FOR ELECTRONIC SCALES  
AND LEASE/PURCHASE OF A NEW TRACTOR WITH BOOM  
TYPE MOWER AND DITCHER ATTACHMENT

Motion was made by Commissioner Thomas E. Hockaday and seconded by Commissioner Mike Fields to approve the bid of \$47,206.00 for North and South Bound Scale Units from Mettler-Toledo, Inc. Motion carried unanimously. *SEE ATTACHMENT "A"*

Motion was made by Commissioner Mike Price and seconded by Commissioner Thomas E. Hockaday to approve the lease purchase bid of \$58,600.00 and \$4,700.00 for Ditcher Attachment on the 4 annual payments from Future Equipment. Motion carried unanimously. *SEE ATTACHMENT "B"*

Commissioner Mike Price stated, "I plan to go out for bids to sale the tractor I have now. If the bids do not exceed the trade in offered by Future Equipment, then I will trade the tractor in. I also plan to go out for bids to sale a maintainer."

IN THE MATTER OF  
APPROVING TITUS COUNTY HISTORICAL COMMISSION  
MEMBERS FOR 1997-1998 TERM

Motion was made by Commissioner Thomas E. Hockaday and seconded by Commissioner Mike Fields to approve members for Titus County Historical Commission 1997-1998 Term. Motion carried unanimously. *SEE ATTACHMENT "C"*

IN THE MATTER OF  
APPROVING 1997 TAX YEAR RESOLUTION  
FOR EXEMPTIONS AND DISCOUNTS

Motion was made by Commissioner Mike Fields and seconded by Commissioner Billy J. Thompson to approve the Resolution for 1997 Tax Year Exemptions and Discounts. Motion carried unanimously. *SEE ATTACHMENT "D"*

IN THE MATTER OF  
CONSIDERING COLLECTION CONTRACTS FOR  
TITUS COUNTY MEMORIAL HOSPITAL DISTRICT AND  
NORTHEAST TEXAS COMMUNITY COLLEGE FOR 1997 TAX YEAR

Motion was made by Commissioner Mike Fields and seconded by Commissioner Mike Price to approve the Collection Contracts for Titus County Memorial Hospital District and the Northeast Texas Community College for 1997 Tax Year. Motion carried unanimously. *SEE ATTACHMENTS "E" & "F"*

EXECUTIVE SESSION

The Court went into Executive Session at 9:45 A.M. to discuss legal matters. The Court returned at 9:55 A.M. County Judge Crooks said, "The Court went into Executive Session to discuss with our attorney on the legal matter concerning the findings of the Supreme Court on the case Cynthia Agan Vs Titus County Commissioners' Court. Our attorney will be present a press release for the Court." *SEE ATTACHMENT "G"*

IN THE MATTER OF  
CONSIDERING EXTENSION OF INMATE PHONE CONTRACT

Chief Sheriff Deputy, Ken Schindley spoke to the Court on this contract. He said, "Security Telecom Corporation has been the service used for the inmates phone contract. We receive a percentage back. We have in the past used these revenues to pay other expenses. This company has presented us with a proposal to bring new equipment for the Sheriff's Department that will bring us up to the year 2000 at no additional cost to the County to better serve Titus County residents."

Motion was made by Commissioner Mike Price and seconded by Commissioner Mike Fields to approve the four year inmate phone contract with Security Telecom Corporation. Motion carried unanimously. *SEE ATTACHMENT "H"*

IN THE MATTER OF  
CONSIDERING HIRING ONE FULL-TIME DISPATCHER AND  
CHANGING ONE PART-TIME RECORDS CLERK TO FULL-TIME  
STATUS FOR SHERIFF'S DEPARTMENT

Chief Sheriff Deputy, Ken Schindley said, "The Sheriff asked me to look at all our departments to see where we can cut overtime hours. The officers overtime should be cut once our new equipment is in place. They can do reports on their laptops, then the disc could be given to the clerk to finish work at the office. Right now our part-time clerk can not keep caught up on a four hour schedule. We have only 3 dispatchers. Each time one takes off for any reason, another one has to fill in. Therefore, we can never catch up on overtime. It is impossible for the dispatcher to serve as receptionist and take care of the teletype and radio. The public has to wait or the radio has to wait. We can not let the radio wait, so the public has too. This is why we are proposing hiring one additional dispatcher and change one part-time records clerk to full-time status."

Motion was made by Commissioner Mike Price and seconded by Commissioner Thomas E. Hockaday to approve the hiring of one full-time dispatcher and change one part-time clerk to full-time status for the Sheriff's Department. Motion carried unanimously.

IN THE MATTER OF  
APPROVING BUDGET AMENDMENTS

Motion was made by Commissioner Mike Price and seconded by Commissioner Billy J. Thompson to approve budget amendment numbers 22 to 29. These may be seen in the County Auditors Office. Motion carried unanimously.

IN THE MATTER OF  
APPROVING COUNTY OFFICIAL REPORTS

Motion was made by Commissioner Mike Fields to approve reports from County Auditor, County Clerk, Extension Office, Cookville Volunteer Fire

Department and Nortex Volunteer Fire Department. Motion carried unanimously.

IN THE MATTER OF  
SIGNING PAY ORDERS AND PAYING BILLS

Motion was made by Commissioner Mike Price and seconded by Commissioner Thomas E. Hockaday to approve signing pay orders and paying bills. Motion carried unanimously.

IN THE MATTER OF  
SELECTION GRIEVANCE COMMITTEE MEMBERS

Motion was made by Commissioner Thomas E. Hockaday and seconded by Commissioner Billy J. Thompson to approve Grievance Committee members. Motion carried unanimously. *SEE ATTACHMENT "I"*

IN THE MATTER OF  
ADJOURNMENT

Motion was made by Commissioner Thomas E. Hockaday and seconded by Commissioner Mike Price to adjourn. Motion carried unanimously.

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**Mettler-Toledo, Inc.**

ATTACHMENT "A"

**METTLER TOLEDO**

Scales & Systems

2550 114th Street # 190  
Grand Prairie, Tx 75050  
Phone: 972/988-0756  
Fax: 972/660-6612

**BID PRICE SHEET**

Price for 40 Ton Scale Complete With Installation \$ No Bid

Price for Maintenance after warranty expires (per scale) \$ No Bid

\*\*\*Optional\*\*\*

Price for 50 Ton Scale Complete With Installation \$ No Bid

Price for Maintenance after Warranty Expires (per scale) \$ No Bid

**Standard Mettler Toledo Model 7562 Steel Deck - Axle Scale**

Size: 15' x 11' (refer to scope of equipment)  
Gross Capacity: 60 tons  
Construction: (refer to scope of construction)

Price of North and South Bound Units including freight \$47,206.00

Price of Maintenance (after warranty expires) (per scale) - estimated at \$1,040.00 plus parts if required. Gentlemen, this is very difficult to factor. The most expensive part at this time is a \$795.00 power cell. There would be travel expense + labor + test truck mileage, etc.

**TERMS:** Net 30 Days from Date of Invoice or date of shipment

**SHIPPING:** F.O.B. Shipping point - Freight charges prepaid and added to invoice.

**SHIP DATE:** Approximately Four (4) weeks after receipt of purchase order.

Local and state taxes not included in prices of product, freight or labor quoted herein.

Mettler Toledo standard working hours are 8:00 am to 4:30 pm. Monday through Friday.  
All labor is quoted on this basis.

**Responding to Service Request Locations:**

Mettler Toledo factory trained service technicians located in Grand Prairie, Tx.  
Mettler Toledo Authorized Distributor located in Tyler, Tx.

Corporate Offices: 350 W. Wilson Bridge Rd. Worthington, OH 43085 Tel: (614) 438-4511 FAX: (614) 438-4900

**Mettler-Toledo, Inc.**

Scales & Systems

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February 20, 1997

Texas County Courthouse I-30  
Quote Number 9716

**VENDOR INFORMATION SHEET**

Vendor Name: Mettler-Toledo, Inc.  
Vendor Representative: Theril L. Montooth  
Signature: *Theril L. Montooth*  
Address: 2550 114th Street # 190  
City, State & Zip Code: Grand Prairie, Tx 75050  
Telephone: 972/988-0756  
Fax Number: 972/660-6612

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**Mettler-Toledo, Inc.**

**METTLER TOLEDO**

**Scales & Systems**

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Titus County Courthouse I-30  
Quote Number 9716

February 20, 1997

Mr. William White  
Business Manager  
Titus County Courthouse  
Room 201  
Mt Pleasant, Tx

RE: Vehicle Scale for I-30 , Titus County

Dear Mr. White:

Thank you for contacting Mettler Toledo for your weighing application requirements.

The following pages define the technical information, pricing, terms, conditions and shipping information for your consideration and approval.

In addition, we have included several pieces of literature covering the many exclusive features and operational benefits provided by the Mettler Toledo Products.

I thank you for this opportunity and if I can assist further or provide you with any additional information, please allow me to help. We look forward to receiving your valued order and working with you on this application.

Sincerely,

Theril L. Montooth  
Industrial Products

TLM/jw  
Quote Number 9716

## **THE DigiTOL TRUCKMATE**

Mettler Toledo Model 7562 Steel Deck

The DigiTOL Truckmate is the most technologically advanced motor truck scale on the market. It specifically addresses and SOLVES the five most common PROBLEMS encountered by electronic motor truck scales.

Water  
Corrosion  
RFI  
Lightning  
Downtime

How does the DigiTOL Truckmate solve these problems?

Consider the "HEART" of the scale - The DigiTOL Power Cell.

**The DigiTOL Power Cell is:**

- \*100% stainless steel: counterforce, load buttons and shell
- \*Hermetically sealed and purged
- \*Glass-to-metal sealed connector

**NO CORROSION  
NO WATER PROBLEMS**

**The DigiTOL Power Cell output signal is digital:**

\*The output signal is 5-6 volts, not a weak millionth-of-a-volt analog signal. The higher level signal is inherently less susceptible to electrical interference

\*Analog-to-digital conversion is done inside the hermetically sealed and purged stainless steel Power Cell. The conversion is in the Power Cell's protected internal environment and not in the scale indicator, where coffee and coke spills, big thumbs, screwdrivers and hot power supplies can cause failure

**NO UNNECESSARY DOWNTIME  
NO WATER PROBLEM  
NO CORROSION  
NO RFI PROBLEM**

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**Mettler-Toledo, Inc.**

Scales & Systems

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**METTLER TOLEDO**

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**The DigiTOL Power Cell's mounting is the simplest design:**

- \* Only three parts make for easy installation and service
- \* No Checkrods, bolts, links, slider-plates, etc. to adjust, wear out, or freeze up
- \* 360 degree self-aligning without inducement of side forces

**NO UNNECESSARY DOWNTIME**

**The DigiTOL's Power Cells are interconnected in the system with:**

- \* Bayonet-type military spec waterproof connectors at the Power Cell for easy installation and servicing
- \* A stainless steel sheathed cable for protection against abrasion, nicks, scrapes and hungry rodents is part of the electrical grounding system
- \* Stainless steel (NEMA 4) junction boxes with easy-to-work-on removable terminal strips and NO potentiometers to adjust

**NO WATER PROBLEMS  
NO CORROSION  
NO UNNECESSARY DOWNTIME**

Truly, the "HEART" of the DigiTOL Truckmate addresses and SOLVES problems encountered with:

**Water  
Corrosion  
RFI  
Lightning  
Downtime**

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Corporate Offices: 350 W. Wilson Bridge Rd. Worthington, OH 43085 Tel: (614) 438-4511 FAX: (614) 438-4900

**METTLER TOLEDO MODEL 7562 TRUCKMATE VEHICLE SCALE**

**A. OVERVIEW**

The DigiTOL Truckmate is the first truck scale to use digital technology throughout. We have taken the best features of the proven past Truckmate designs (over 5000 installations) and added METTLER TOLEDO's new DigiTOL power cells to solve historic load cell problems.

In summary, the METTLER TOLEDO Truckmate gives you...

- 11' wide platform and only 11" high (Safety Factor)
- stainless steel digital power cells
- 100% METTLER TOLEDO built (single source responsibility)
- modular/factory assembled
- pitless
- two (2) year warranty (optional lightning)
- fast installation (software calibration only)

1. **Weighbridge:** 15' x 11' Heavy Duty Steel Deck  
Capacity: 120,000 lbs x 20 lb

Truckmate has a unique modular construction that allows the scale to be 100% built and assembled at our factory providing you superior quality control.

**Features**

11' wide vs 10' in past  
No field welding or bolting  
55,000 lbs./tandem axle capacity  
No side rails

**Benefits**

Safe (Trucks are now 6" wider)  
Fast installation  
Safety  
Safe--truck cannot damage scale or truck tires

**Deck Type:**

**STEEL DECK DESIGN**

Modular construction

No Concrete, No Rebar

Ready to use and easy to relocate if necessary

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# Mettler-Toledo, Inc.

**METTLER TOLEDO**

Scales & Systems

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Mettler Toledo Model 7562 Truckmate Vehicle Scale cont.

## 2. DigiTOL Power Cells: Stainless Steel (Rated Nema 6P)

The power cells are the heart of our scale. METTLER TOLEDO has eliminated the problems that are common with analog cells by increasing the output from the cell to over 6,000,000 times the strength of an analog output.

Features	Benefits
Stainless steel	Corrosion & Water Resistant
Hermetically sealed	Prevents moisture
Purged with inert gas	Stable atmosphere
Integral suspension	Eliminated moving parts -
	No check rods or links
A/D conversion in cell	A/D in controlled
not in instrument	environment
Microprocessor base correction factors	Greater accuracy throughout
in each cell	a wider range of influence
	factors

There is no question the power cell is more:

1. Reliable
2. Cost effective
3. Serviceable

It solves the five (5) major problem areas of Electronic Truck Scales

1. Water problems
2. Corrosion
3. RFI, EMI
4. Lightning
5. Reduces downtime

And finally, we have eliminated the problem of rodents chewing through cable. Our cable is housed in a stainless steel sheath.

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Mettler Toledo Model 7562 Truckmate Vehicle Scale Cont.

**3. Environmental Protection**

The METTLER TOLEDO Truckmate has the best protection package offered today by far. We do this to insure your investment in order to maximize your return.

**Protection Summary:****Weighbridge**

- Sandblast to a white finish
- Prime
- Epoxy paint

**Power Cells - Nema 6P**

- Stainless Steel
- Hermetically sealed
- Purged with inert gas
- Watertight connector
- Immune to RFI/EMI

**Stainless Steel Critical Parts**

- NEMA 4 junction boxes
- Stainless cable
- Fasteners (allows serviceability in years to come)

**Lightning Protection (See TR 1004)**

- Extensively tested/proven system
- Highly recommended for all areas, but especially for areas of high thunderstorm activity (Quoted)
- Two (2) year warranty - extendable to three (3), four (4) or five (5) years

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**ENVIRONMENTAL PROTECTION:  
TOTAL SYSTEM PROTECTION:**

**POWER CELLS:** Model 760 - NTEP Approval #88-091P Stainless Steel,  
Hermetically Sealed and Purged

**CABLING:** Stainless Steel Sheathed Cable with Water Tight  
Connector, Water and Rodent Proof

**HARDWARE:** Stainless Steel Bolts, Shims, J-Boxes

**PAINT:**

A. - Shot blast - SSPC -SP6 finish

B. - Epoxy paint 1<sup>st</sup> coverage - 3 mil/DFT Carboline 891 \ total 6 - 7 mil/DFT

C. - Epoxy paint 2<sup>nd</sup> coverage - 4 mil/DFT Carboline 891 /

The Toledo System will be protected by the Toledo Lightning Protection package which includes surge protection and is warranted for Two (2) Full Years. (Reference Form TR-1008-0m)

The Scale unit is NBS approved and NTEP approved #88-243P. The Model 760 Power Cell is NBS approved and NTEP approved #88-091P.

Mettler Toledo Model 7562 Truckmate Vehicle Scale cont.

4. Service/Maintainability

Trouble-shooting - What is wrong?

METTLER TOLEDO'S DigiTOL Electronic System provides maximum diagnostics capabilities vs "hit or miss" procedures with analog systems.

Access to components - Can we get to the problem?

100% component access from the top of scale. Stainless fasteners secure access covers. Cables do not have to be run as they are disconnected at cells.

Time/Cost of repair/replace

Any component of a DigiTOL Electronic System can be diagnosed and repaired or replaced in less than forty-five (45) minutes. This includes recalibration. An analog system can take days.

There are only three (3) parts of the standard 70'x 11' DigiTOL system and they are competitively priced, same on 15' x 11'.

- |                       |          |
|-----------------------|----------|
| 1. Power Cell         | \$795.00 |
| 2. Junction Box PCB   | \$375.00 |
| 3. 8530 Card-8146 PCB | \$575.00 |

**Compare this to Analog cells with link suspension systems**

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Mettler Toledo Model 7562 Truckmate Vehicle Scale cont.

## 5. Foundation/Deck

A scale is only as good as its' foundation! METTLER TOLEDO has four (4) engineered foundation styles to choose from. Typically our customer would have his contractor construct the foundation and pour the deck per our drawings. We can handle this responsibility, if requested.

- a) **Beam Slab:** (above ground installation)
  - Monolithically poured
  - Eliminates uneven settling of foundation
  - Requires minimal soil bearing conditions (1500-2500 PSF)
- b) **Pier Only:** (above ground installation)
  - Can be used in areas where frost is not a problem
  - Variable depth piers to accommodate frost line
  - Optional cleanout slab
  - Requires greater soil bearing (2500 PSF)
- c) **Shallow Pit:**
  - Same as Pier only with addition of walls to make scale flush with grade
- d) **Deep Pit:**
  - Provides 4' clearance under scale

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METTLER TOLEDO  
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### METTLER TOLEDO MODEL 7562 MONOLITHIC FLOATING BEAM FOUNDATION

METTLER TOLEDO'S foundation is a proven design with over several thousand installations in freeze areas, i.e. Wisconsin, Canada, etc. and just as many in warmer climates from Florida to Venezuela.

METTLER TOLEDO was able to design the beam and significantly reduce the foundation cost to one-half that of typical foundations for the following reasons:

#### A. Low Bearing Stress

The Standard METTLER TOLEDO TRUCKMATE has 10 bearing points (power cells) on the 70' and 60' unit rather than most conventional 8. This greatly minimizes the bearing stress on the foundation. Sixteen (16) on Multi-Axles

#### B. Efficient Scale Design

The TRUCKMATE, while being rated at 100 tons and 55,000 pounds on a tandem, weighs only 16,530 pounds itself. This minimizes bearing stress on the foundation. Other pitless scales weigh substantially more, and require more extensive foundations.

#### C. No Side Rails

Because we have no side rails, the foundation needs only to be 11' wide. This minimizes the amount of concrete required for the foundation.

#### D. Elimination of Deep Piers

The reinforcing steel in the longitudinal direction acts as structural beams after the concrete has cured. the foundation is so strong that it can actually support a rated load between three pier points when the middle pier has no contact with the ground. Because of this strength, we can eliminate deep piers to simplify the excavation and reduce concrete requirements. (A maximum of only 1,500 PSF is developed.)

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**METTLER TOLEDO**

## Scales & Systems

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### TANDEM AXLE/SECTIONAL/GROSS LOADING (Mettler Toledo Model 7562 Vehicle Scale)

When sizing a motor truck scale, most manufacturers specify capacities in terms of Gross and Sectional ratings only. This is inadequate, as the most important rating, tandem axle capacity, is neglected. Listed below are up-front definitions and explanations of these ratings.

#### Gross Capacity

**Definition:**

Gross capacity is the greatest live load which can be placed on the scale.

**Explanation:**

The gross load cannot be concentrated on the scale. It must be distributed over the length of the scale in a manner not to exceed the tandem axle or section capacity.

#### Sectional Capacity

**Definition:**

The greatest live load which may be divided equally on the load pivots or load cells of a section without inducing stresses in any member in excess of the working stresses allowed for the load cells and materials involved. A section is defined as a pair of load cells or a pair of main levers.

**Explanation:**

The sectional rating specifies the capacity for the weighing elements only - not the deck. Unless the rated load can be applied at any point on the scale including the span between sections, sectional capacity is virtually meaningless.

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Tandem Axle/Sectional/Gross Loading (Mettler Toledo Model 7562 Vehicle Scale) cont.

### Tandem Axle Capacity

#### Definition:

The greatest live load distributed over a tandem axle that can be located at any point on the weighbridge (deck) without inducing stresses in any member above accepted working stresses. Tandem axles are defined as a group of two or more axles with spacing of adjacent axles between specified limits (no normally 40" to 96").

### Bottom Line

A scale is only as strong as its' weakest member. Don't be misled by large sectional capacity ratings. Many 60K/80K pound sectional scales can handle only 45,000 pounds on a tandem between sections.

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Corporate Offices: 350 W. Wilson Bridge Rd. Worthington, OH 43085 Tel: (614) 438-4511 FAX: (614) 438-4900

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Mettler Toledo Model 7562 Truckmate Vehicle Scale cont.

## B. INSTRUMENTATION

METTLER TOLEDO's instrumentation is the pace setter in the weighing industry. Our ongoing commitment to research and development has kept us abreast with state-of-the-art technology and allows us to incorporate it into our product. Our world class manufacturing plant in Columbus, Ohio uses total automation to assure uniform quality of all product.

### 1. Mettler Toledo 8530 Instrument (See IN-1021-7E)

The 8530 has a host of benefits and features as outlined in the brochures. The standard instrument can perform basic functions such as weigh in/out, accumulate, identification and print. In addition, a computer port allows for future expansion. The 8530 eliminates the need to make adjustments at the scale during calibration, saving you from unexpected costs during the life of the scale.

### C. WARRANTY (SEE: DigiTOL Truckmate Warranty Literature - Form TR-1008-1E)

### D. OPTIONS (Quoted and included in price)

Lightning Protection Kit consisting of: (SEE: Form TR-100400m)

- a) AC Transient Protector
- b) Instrument Protection Module
- c) Load Cell Junction Box Protection Module
- d) Ground System

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### LIGHTNING PROTECTION

#### IS NOT INSURANCE. . . . IT'S SMART

When a person buys an INSURANCE POLICY, the premiums paid are purely a cash contribution for the right to be reimbursed for the value of the product, if damaged. Nothing is done to reduce the susceptibility to damage.

METTLER TOLEDO'S LIGHTNING PROTECTION SYSTEM is not an insurance policy. Our protection system consists of specifically designed equipment to eliminate damage to METTLER TOLEDO vehicle scale load cells and instrumentation resulting from lightning strikes or line surges.

In designing the Lightning Protection System, METTLER TOLEDO did more than just read books, manuals and theories on the subject. METTLER TOLEDO spent many hours and thousands of dollars simulating lightning strikes on instruments and load cells at a lightning research center.

The research and experimenting has resulted in a through protection system that is designed, manufactured and backed by METTLER TOLEDO. The two (2) year warranty (optional five (5) years) against lightning is an exclusive. We guarantee it because it does work as proven in both the laboratory and the field.

In addition, METTLER TOLEDO'S PROTECTION SYSTEM costs less than most manufacturers . . . and they refuse to even offer a guarantee. The protection provided after METTLER TOLEDO'S liability has expired, does not stop. The protection equipment, along with METTLER TOLEDO'S application technology, will continue to provide lasting lightning protection for your scale investment.

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## LIGHTNING PROTECTION GUARANTEE

Lightning is the major cause of load cell failure in electronic scales. Although many scale companies offer lightning protection only METTLER TOLEDO guarantees its' scale against lightning damage. If a METTLER TOLEDO TRUCKMATE or METTLER TOLEDO peripheral device is damaged due to lightning or surges, we will pay all such related costs - parts, labor, travel and recalibration.

Our lightning kit has been thoroughly tested by machines that can generate 1,500,000 volts and 200,000 amps of current.

Qualifications are as follows:

- Length of warranty - 2 years from date of installation. Owner initiated renewal plan available.
- Equipment must be 100% METTLER TOLEDO, including controllers and Toledo peripheral devices.
- Lightning kit must be properly installed and verified by certificate signed by both customer and serviceman.
- Kit and scale must be inspected at six (6) month intervals, at current service rates. Inspection should take one to two hours.
- Brochure MD100401 describes in detail our unconditional guarantee against damage or surges or lightning.

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Corporate Offices: 350 W. Wilson Bridge Rd. Worthington, OH 43085 Tel: (614) 438-4511 FAX: (614) 438-4900

**SITE SELECTION GUIDELINES  
USER RESPONSIBILITY**

The site selected must meet state and local requirements. The following is taken directly from Handbook 44 (H-44) issued by the National Bureau of Standards.

**UR.2.6. Approaches.**

**UR.2.6.1. To Vehicle Scale -** On the approach end or ends of a vehicle scale installed in any one location for a period of six (6) months or more, there shall be a straight approach as follows:

- a. at least the width of the platform, and
- b. at least one-half the length of the platform but not required to be more than 40 feet, and
- c. not less than 10 feet of any approach adjacent to the platform shall be constructed of concrete or similar durable material to insure that this portion remains smooth and level and in the same plane as the platform. However, grating of sufficient strength to withstand all loads may be installed in this portion; and further, where deemed necessary for drainage purposes, the remaining portion of the approach may slope slightly.  
(Nonretroactive as of 1976) (Amended 1977)

The scale drawings provided, meet part (c) of this requirement. The site must be located to meet parts (a) and (b).

The side should allow adequate room for the trucks to get aligned with the platform before pulling onto it. This especially important if the trucks must turn before pulling on the scale.

The proposed site should have good drainage and other areas should not drain through the scale site. The ideal scale site would be on ground elevated above the surrounding area.

The soil should have a minimum bearing capacity of 1500-2500 pounds per square foot (psf).

The footer must extend below the frost line.

Check for buried pipes, sewer lines, wires or foundations that would interfere with footer construction.

The scale should not be located close to high power electrical transmission lines or substations.

Customer must provide power source for instrumentation and remote display.

Scales & Systems

2550 114th Street #190  
Grand Prairie, Tx 75050  
Phone: 972/988-0756  
Fax: 972/660-6612

February 20, 1997

Titus County Courthouse I-30  
Quote Number 9716

VOL 23 PAGE 24

**Scope of Equipment and Services  
to be provided by Mettler Toledo**

Two [2] Mettler Toledo Model 7562-SD1511 Heavy Duty Axle Scales - Heavy Duty Treadplate  
Othrotropic Designed - NTEP approved COC#88-259  
Platform Size: 15' x 11'  
Gross Capacity: 120,000 x 20 lb (60 tons)

Two [2] Mettler Toledo 8617-0002 Remote Displays  
six [6] digits - six [6"] inches high housed in a weather tight enclosure

Two [2] #TC100460-1 Lightning and Surge Protection Packages

Two [2] Packages of warranty - Two [2] years - refer to warranty sheet # TR-1008-1-E

Two [2] Installation Packages including: Cable Termination, Program, Test, Calibrate and  
Operator Training. An additional trip six [6] months after initial installation to test and certify  
equipment again. This Service to be provided by our Local Factory Trained Service Personnel.

Two [2] Sets of four [4] each Patented Mettler Toledo DigiTOL Power cells -  
Hermetically Sealed - NEMA 6 P Enclosure  
Glass to Metal Water Proof Cable Connection (NEMA 6 P Submersible)

Two [2] J-Boxes - NEMA 4 Stainless Steel  
Access for any service or maintenance is accomplished from the top at either end through  
the GAP cover plates.

Two [2] Packages of freight from Columbus, Ohio to I-30 Jobsite  
The price quoted herein can be less if we can share another load coming into this area.

Two [2] 50' runs (100') Stainless Steel Sheathed Cable - from Scale Platform to Instrument or  
Scale House -----NOTE: no length was defined.

Three [3] Sets each of manual and technical information will be provided upon installation and  
certification.

Two [2] runs of serial cable - from the 8530-0005 instrument to 8617 remote display - 100' each

**Mettler-Toledo, Inc.**

Scales & Systems

2550 114th Street #190  
Grand Prairie, Tx 75050  
Phone: 972/988-0756  
Fax: 972/660-6612

February 20, 1997

VOL 23 METTLER TOLEDO  
PAGE 25

Titus County Courthouse I-30  
Quote Number 9716

**Scope of Construction**

Mettler Toledo will provide labor, materials and equipment to construct Two [2] Pits with Ten [10'] foot approaches on each end of each pit. One going South and one going North on I-30, Titus County just outside Mt. Pleasant, Tx. The construction will be accordance with the attached Mettler Toledo Drawing # TC202450.

Sawcut existing asphalt on North and South bound locations for pits and approaches on each end. Should concrete or other obstructions be hidden or located under the existing asphalt, additional expense for this removal will require further discussion.

Form and pour two [2] pits and approaches (12' Wide x 10' Long x 8" Thick) on each end of each pit.

Haul off and dispose of excess debris over area.

Scales & Systems

2550 114th Street #190  
Grand Prairie, Tx 75050  
Phone: 972/988-0756  
Fax: 972/660-6612

February 20, 1997

Titus County Courthouse I-30  
Quote Number 9716

VOL 23 PAGE 36

**"References"**

**I-80 Investment Corporation - Laurie Ganzer**

395 W. Iowa 80 Road  
Walcott, IA 52773

In excess of 550 units installed and in operation purchased by I-80 Investment Corporation known as "CAT" installed at truck stops throughout the United States and Canada.

**Laidlaw Waste Industries - Kim Mote, general manager**

9100 S. I-35W  
Alvarado, Tx 76009  
817/790-2912

In excess of 15 units installed and in operation throughout Dallas, Fort Worth and East Texas. Many other installations throughout the United States and Canada.

**Frito Lay Corporation - Mark Spurgeon**

Loop 12  
Irving, Tx  
972/579-2152

In excess of 12 units across United States. Frito recently purchased two more units for two new plants.

**Texas Industries - Joe Moberly**

1341 West Mockingbird  
Dallas, Tx 75247  
972/647-6772

In excess of 30 units across the United States the most recent being at Lewisville, Tx { Steel Decks }

**Waste Management of Texas - Charlie Walker**

3920 Singleton  
Dallas, Tx 75212  
972/319-3985

One unit recently installed in the Dallas area.

**Owens-Corning Fiberglass - Mark Schulte**

209 N. Nursery Road  
Irving, Tx 75061-7727  
972/438-2565

One unit installed at Irving Plant

**Mettler-Toledo, Inc.**

Scales & Systems

2550 114th Street #190  
Grand Prairie, Tx 75050  
Phone: 972/988-0756  
Fax: 972/660-6612

February 20, 1997

**METTLER TOLEDO**  
VOL 23 PAGE 27

Titus County Courthouse I-30  
Quote Number 9716

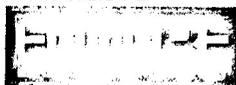
References: Continued

**Texas Department of Public Safety - various captains in each county**

Two [2] units located on I-20 East & West bound at mile marker 515, Terrell, Tx area.

Units on I-75 North near Sherman, Tx in Grayson County





February 24, 1997

Titus County  
 Courthouse  
 Room 202  
 Mt. Pleasant, Texas 75455

We are pleased to bid on the following equipment:

1 - New ALAMO "A" Boom hydraulic brush cutter.  
 Meeting or exceeding all requested specifications.  
 Factory mounted on a New Holland 7740 tractor also  
 meeting or exceeding all requested specifications.

DELIVERED PRICE.....\$58,600.00

Optional Equipment:

Ditcher attachment.....\$4,700.00

Lease purchase at 5.9% APR for tractor, boom mower, and ditcher:

1 - advance and 47 additional payments of \$1,476.44, or  
 1 - advance and 3 additional annual payments of \$17,210.60.

Optional Trade In:

Ford 6640.....-\$17,000.00

Lease purchase with trade in at 5.9% APR:

48 monthly payments of \$1,085.24 or  
 4 annual payments of \$13,331.20.

Yours truly,

*Nip Caldwell*

Donald "Nip" Caldwell  
 Sales Representative

FUTURE EQUIPMENT - A FLOYD AND HUNNELS CO.

SHERMAN: 117 HIGHWAY 82 WEST • SHERMAN, TEXAS 75091 • 903-893-7586  
 GAINESVILLE: 3218 HIGHWAY 82 WEST • GAINESVILLE, TX 76240 • 817-665-4314  
 TYLER: 914 S. SOUTHWEST LOOP 323 • TYLER, TEXAS 75701 • 903-593-0201  
 LONGVIEW: 291 SOUTH EASTMAN ROAD • LONGVIEW, TEXAS 75602 • 903-783-4481  
 EULESS: 2019 AIRPORT FREEWAY • EULESS, TEXAS 76040 • 817-283-2844

**CASE**

Appointments to the Titus County Historical Commission for the 1997-1998 Term.CHAIR Claude Alexander, Jr.Address 504 W. Magnolia Dr.City Mt. Pleasant, Tx Zip 75455Daytime Phone (903) 572-3753Fax Number (903) 577-1411

e-mail \_\_\_\_\_

Member Nita MayAddress Rt. 1, Box 1374City Mt. Pleasant, Tx Zip 75455Phone (903) 577-9005Member Judy HammondsAddress Rt. 4, Box 1607City Mt. Pleasant, Tx Zip 75455Phone (903) 572-1549Member Amy HarlinAddress 806 W. 6th St.City Mt. Pleasant, Tx Zip 75455Phone (903) 572-3763Member Dorothy SivessAddress 406 W. 1st St.City Mt. Pleasant, Tx Zip 75455Phone (903) 572-4709

*Dennis C. Cook*  
 County Judge, Presiding Officer  
 Commissioners' Court

02/24/97  
 Date

Member Ardelia GaunttAddress 402 SouthgateCity Mt. Pleasant, Tx Zip 75455Phone (903) 572-3240Member Mary Nell TaliaferroAddress 308 Park Dr.City Mt. Pleasant, Tx Zip 75455Phone (903) 572-5205Member Hiller HessAddress Rt. 5, Box 195City Mt. Pleasant, Tx Zip 75455Phone (903) 572-4916Member Ernestine HessAddress Rt. 5, Box 195City Mt. Pleasant, Tx Zip 75455Phone (903) 572-4916Member Richard FlournoyAddress P.O. Box 1332City Mt. Pleasant, Tx Zip 75455Phone (903) 572-1406

Please return to: Local History Programs  
 Texas Historical Commission  
 P. O. Box 12276  
 Austin, TX 78711-2276  
 512/463-5853  
 lhp@nueces.thc.state.tx.us

Or FAX: 512/475-4872

NOTE: Attach additional pages, if needed.

Appointments to the Titus County Historical Commission for the 1997-1998 Term.

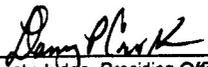
CHAIR \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ Zip \_\_\_\_\_  
Daytime Phone \_\_\_\_\_  
Fax Number \_\_\_\_\_  
e-mail \_\_\_\_\_

Member O. C. Hill  
Address Rt. 5, Box 278  
City Pittsburg, Tx Zip 75686  
Phone (903) 572-5880

Member \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_

Member \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_

Member \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_

  
County Judge, Presiding Officer  
Commissioners' Court

02/24/97  
Date

Member \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_

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Or FAX: 512/475-4872

NOTE: Attach additional pages, if needed.



### Titus County Commissioners' Court

Mt. Pleasant, Texas

#### R E S O L U T I O N

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS' COURT met in Regular Session February 24, 1997 and approved Resolutions for the 1997 tax year.

RESOLVED to allow a discount to the property owners of Titus County for the early payment of property taxes for the 1997 tax year in accordance with Section 31.05 of the Property Tax Code. The rate of discount is 3% if paid in the month of October, 1997; 2% if paid in November, 1997; 1% if paid in December, 1997.

RESOLVED to allow a 20% exemption on the value of homesteads in Titus County for purposes of county property tax for the tax year 1997, in accordance with Section 11.13, but not less than \$5000.00.

RESOLVED that the County Tax Assessor Collector permits an exemption of an additional amount on all homesteads in Titus County owned by persons 65 year of age or older in determining the amount of property tax due for the 1997 tax year, in accordance with Section 11.13. This amount has been \$15,000.00.

RESOLVED that persons under age 65 who are 100% disabled according to Social Security records are hereby granted an additional exemption of \$10,000. on their homestead for the tax year 1997, in accordance with 11.13 D.

APPROVED by the COMMISSIONERS' COURT OF TITUS COUNTY, TEXAS on the 24th day of February, 1997.

*Darryl J. Cook*

TITUS COUNTY JUDGE

*M. L. Price*

COMMISSIONER, PRECINCT 1

*Billy D. Thompson*

COMMISSIONER, PRECINCT 3

*Trishie Fields*

COMMISSIONER, PRECINCT 2

*Thomas E. Hoekaday*

COMMISSIONER, PRECINCT 4

STATE OF TEXAS:

COUNTY OF TITUS:

CONTRACT FOR ASSESSMENT AND COLLECTION SERVICES

On this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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, 1997 through September 30, 2001. This contract may be cancelled by either party providing a 60 day cancellation notice is given.

SERVICES TO BE PERFORMED:

- (1) The County shall assess and collect the ad valorem taxes (current and delinquent) owing to the taxing unit during the term of this contract.
- (2) 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.
- (3) The taxes collected for the taxing unit shall be remitted to the unit on a timely and appropriate basis.
- (4) 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.
- (5) Tax certificates 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. The unit's portion will be included in the monthly report.
- (6) The taxing unit is free to make contract with a delinquent tax attorney to pursue (file suit) the collection of delinquent taxes as provided by Section 6.30 of the Property Tax Code.

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) 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.
- (3) The taxing unit, through its designated representative, is authorized to examine the records kept by the County. Such books and records are to be kept in the offices of the County.
- (4) 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.
- (5) 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.
- (6) 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.

Definition: The word Assess does not refer to the part of assessing performed by the Appraisal Office.

AMOUNT AND METHOD OF PAYMENT:

- (1) The taxing unit agrees to pay the County 2% of total collections for the services specified above.
- (2) 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.
- (3) 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

Samuel Clark  
County Judge

Mike Linn

Pct. 1  
Mike Fields

Pct. 2  
Billy D. Thompson

Pct. 3  
Thomas E. Hockaday

Pct. 4

Sworn to before me this the \_\_\_ day of \_\_\_\_\_, 199

Notary Public \_\_\_\_\_

Commission expires \_\_\_\_\_

Taxing Unit

Titus County Memorial Hospital Dist.

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

Sworn to before me this the \_\_\_ day of \_\_\_\_\_, 199

Notary Public \_\_\_\_\_

Commission Expires \_\_\_\_\_

STATE OF TEXAS:

COUNTY OF TITUS:

CONTRACT FOR ASSESSMENT AND COLLECTION SERVICES

On this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the County of Titus (hereinafter called "County"), and the Northeast Texas Community College (hereinafter called "Taxing Unit"), enter into the following agreement:

PURPOSE:

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Titus County

Danny P. Cook  
County Judge  
Mike Luce

Pct. 1  
Mike Fields

Pct. 2  
Billy D. Thompson

Pct. 3  
Thomas E. Hockaday

Pct. 4

Sworn to before me this the 24th day of February 1997



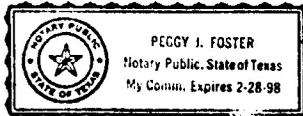
Notary Public Kathryn Booth  
Commission expires \_\_\_\_\_

Taxing Unit

Titus County Memorial Hospital Dist.

B. L. (Austin) Foster  
H. E. (Bush) Bell  
\_\_\_\_\_  
\_\_\_\_\_

Sworn to before me this the 31st day of March, 1997



Notary Public Peggy J. Foster  
Commission Expires 2-28-98

STATE OF TEXAS:

COUNTY OF TITUS:

CONTRACT FOR ASSESSMENT AND COLLECTION SERVICES

On this the 24th day of February, 1997, the County of Titus (hereinafter called "County"), and the Northeast Texas Community College (hereinafter called "Taxing Unit"), enter into the following agreement:

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Titus County

[Signature]  
County Judge  
Mike Lani

Pct. 1  
Travis Field

Pct. 2  
Billy Morgan

Pct. 3  
Thomas E. Hockaday

Pct. 4

Sworn to before me this the \_\_\_ day of \_\_\_\_\_, 199\_\_  
Notary Public \_\_\_\_\_  
Commission expires \_\_\_\_\_

Taxing Unit Titus County Memorial Hospital Dist.

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

Sworn to before me this the \_\_\_ day of \_\_\_\_\_, 199\_\_  
Notary Public \_\_\_\_\_  
Commission Expires \_\_\_\_\_

MISCELLANEOUS PROVISIONS:

VOL 23 PAGE 37

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Titus County

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County Judge

Mike Luce

Pct. 1  
Wible Fields

Pct. 2  
Billy Thompson

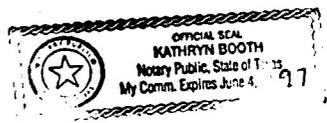
Pct. 3  
Thomas E. Hookaday

Pct. 4

Sworn to before me this the 24th day of February 1997

Notary Public Kathryn Booth

Commission expires \_\_\_\_\_



Taxing Unit Northeast Texas Community College District

Ralph [Signature]

Jim Mason

[Signature]

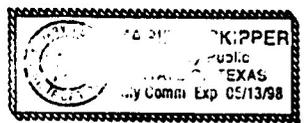
[Signature]

John A. Bryan

Sworn to before me this the 19 day of March, 1997

Notary Public Marie M. Kipper

Commission Expires 5-13-98



**The above and foregoing minutes for the month of February, 1997 were read and approved this 10th day of March, 1997.**

Danny P. Crooks  
DANNY P. CROOKS, COUNTY JUDGE

Mike Price  
MIKE PRICE, COMMISSIONER PRECINCT # 1

Mike Fields  
MIKE FIELDS, COMMISSIONER PRECINCT # 2

Billy J. Thompson  
BILLY J. THOMPSON, COMMISSIONER PRECINCT # 3

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

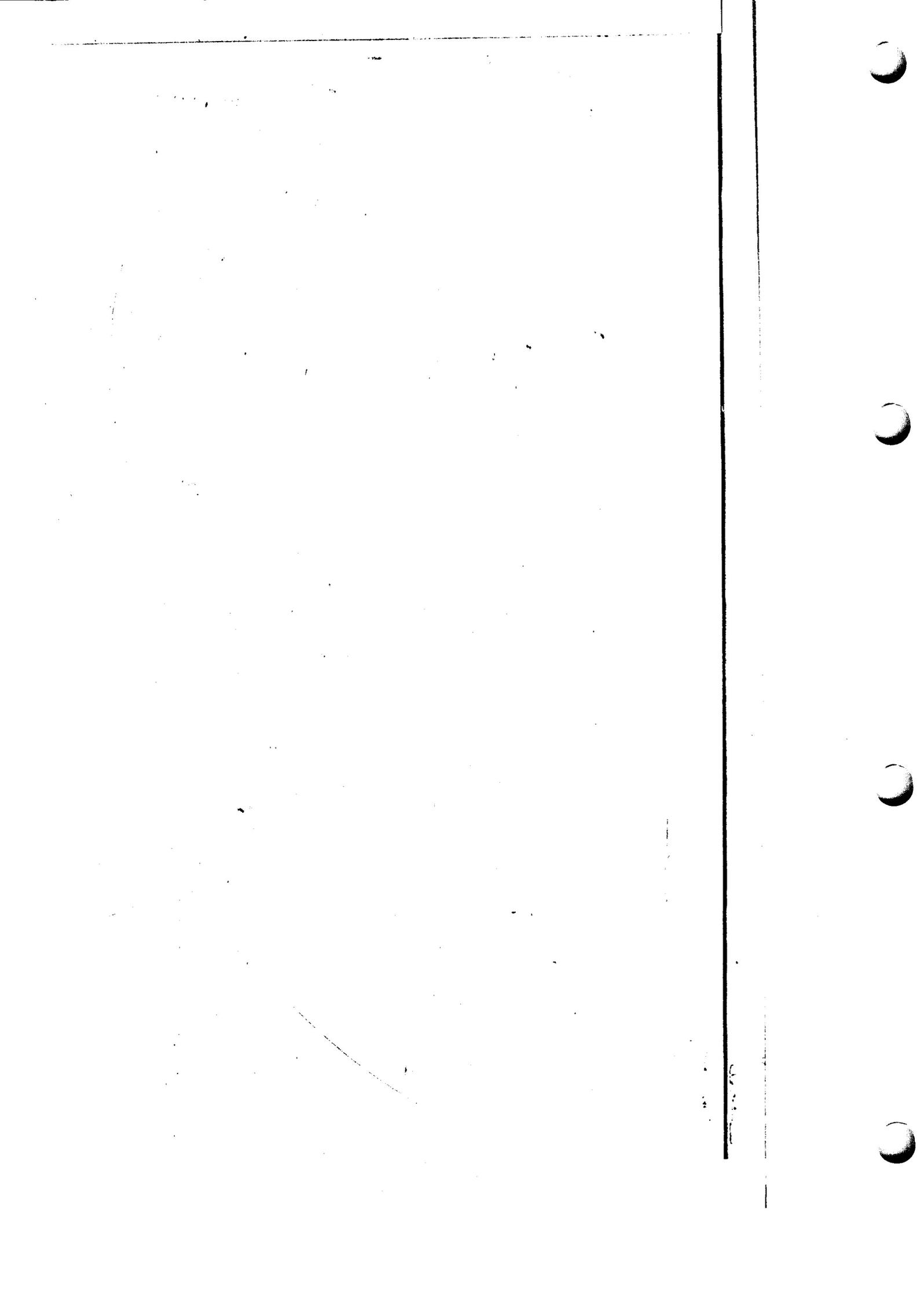
Sherry Mars  
SHERRY MARS, COUNTY CLERK

**COMMISSIONERS' COURT MINUTES FOR FEBRUARY, 1997 A.D.  
RECORDED ON THE 11TH DAY OF MARCH, 1997 A.D.**

**SHERRY MARS, COUNTY CLERK,  
TITUS COUNTY, TEXAS**

By \_\_\_\_\_ **DEPUTY COUNTY CLERK**

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## PRESS RELEASE

In a unanimous opinion delivered last week (Friday), the Texas Supreme Court ruled that the Titus County Commissioners Court had properly transferred the responsibilities for the preparation of the county payroll from the County Treasurer to the County Auditor. The ruling came in a suit filed in 1994 by County Treasurer Cynthia Agan against the Commissioners Court and County Auditor Carl Johnson in which she challenged the transfer. The Court of Appeals for the Sixth District of Texas sitting in Texarkana (with Justice Bleil dissenting) last year (May, 1996) sided with the County Treasurer and ordered that the duties be returned to her office and that she be provided with funding to perform the duties. The ruling by the Supreme Court reverses that order by the Court of Appeals and upholds the original finding by visiting District Judge Joe D. Clayton that the law did not prohibit the Commissioners Court from transferring the function of preparing the county payroll to the County Auditor's office.

At the same time, the Supreme Court held that certain specific payroll responsibilities which involve the disbursing of county funds must be performed by the County Treasurer.

They consist of: (1) transferring county funds into a special payroll account at the bank to cover the payroll; (2) depositing federal taxes which have been withheld from employees' pay in the bank; (3) disbursing any child support payments that have been withheld from employees to the appropriate offices; (4) wiring group insurance payments to third party administrators; and (5) paying other insurance premiums.

Even though the payroll duties were transferred out of her office, the County Treasurer has continued to sign all checks for the items mentioned by the Supreme Court. Thus, only slight changes will be required to the procedures which have been in place since the transfer occurred in 1994.

The Commissioners Court has been able to save the taxpayers of Titus County about \$20,000 per year by transferring the payroll duties from the County Treasurer to the County Auditor. The approval of the transfer by the Supreme Court means that the taxpayers will continue to benefit from those savings.

The County Treasurer has fifteen days in which to file a motion for rehearing to the Supreme Court to ask it to change its ruling.

**INMATE PAY TELEPHONE AGREEMENT**

This Inmate Pay Telephone Agreement (the "Agreement") is made as of the 26 day of OCTOBER, 1994, by and between **TITUS COUNTY SHERIFF'S DEPARTMENT and DETENTION CENTER and TITUS COUNTY, TEXAS** (collectively, the "County") and **SECURITY TELECOM CORPORATION**, a Texas Corporation ("Security Telecom").

1. **Utilization of Facility.** The County, for and in consideration of the payment of the Commission (as hereinafter defined) and the services to be provided by Security Telecom, grants Security Telecom the exclusive, assignable right and license to install and maintain a Security 7000 Inmate Pay Telephone System and related hardware and software, inmate pay telephones and related equipment (collectively, the "Equipment") within the County Facility located in Titus County, State of Texas (the "Facility"), and hereby leases the Facility to Security Telecom for that purpose, upon the terms and conditions set forth in this Agreement. The County covenants and agrees to make the Facility available to Security Telecom for complete installation and operation of the Equipment within ninety days after the date hereof. Security Telecom shall, at its sole cost and expense, install all items of Equipment in the Facility within a reasonably practical time after the date hereof, but in any event within forty-eight hours after the date in which the Facility is available for installation of the Equipment. In addition to the foregoing, Security Telecom agrees to provide the County with a L.E.M.S. Video Imaging System, together with all related hardware and software (the "Related Equipment") at no cost to the County. The Related Equipment shall be installed by Security Telecom within ninety days from the commencement date.

During the term of this Agreement, Security Telecom shall have the right, from time to time, to replace any portions of the Equipment installed at the Facility, or to increase or decrease the number to items of Equipment within the Facility as is mutually agreed upon by the County and Security Telecom. The County shall provide appropriate locations within the living quarters and day rooms of the Facility for installation of the Equipment, to insure that inmates within the Facility have ready access to the Equipment to allow maximum daily usage thereof. The County agrees not to take any action of any kind that would adversely affect the inmates' accessibility to the Equipment.

2. **Compensation.** In consideration of the right to install and operate the Equipment within the Facility, Security Telecom agrees to pay the County thirty-seven percent of Security Telecom's gross revenues received from utilization of the Equipment through collect calls made by inmates within the Facility (the "Commission"). The Commission shall be paid by Security Telecom to the County on a monthly basis, as set forth in Section 3 below.

3. **Payment and Accounting.** Security Telecom agrees to pay the County the Commission on a monthly basis, but in no event later than the twenty-fifth day of each month following the month in which revenues were generated from the Equipment during the term of this Agreement. The first monthly installment of the Commission payable by Security Telecom to the County for the month in which the Commencement Date of this Agreement occurs shall be payable by Security Telecom to the County fifty-five days following the end of such month. Each payment made by Security Telecom to the County will be accompanied by a report showing dates of collection and amounts collected from each pay telephone comprising the Equipment.

Acknowledged J.K. Security Telecom RLJ County

4. Licenses. All licenses required by any state, county, city or other governmental authority shall be secured by Security Telecom, at its sole cost and expense.

5. Title to Equipment. During the term of this Agreement, the Equipment and Related Equipment installed in the Facility pursuant to this Agreement shall remain the sole and exclusive property of Security Telecom; provided, however, upon the expiration of the term of this Agreement, and so long as the County is not in default under the terms of this Agreement, title to the Related Equipment shall pass to the County.

6. Maintenance and Repair. During the term of this Agreement, Security Telecom shall repair and maintain the Equipment and Related Equipment in good operating condition, including without limitation, furnishing all parts and labor, at its sole cost and expense. Security Telecom will provide continuing and ongoing maintenance to the Equipment and Related Equipment at its sole cost and expense, and all such maintenance services will be conducted in an efficient and timely manner. The County shall permit employees or contractors of Security Telecom reasonable access to the Facility at all times, in order to service, repair and maintain the Equipment and Related Equipment. The County shall notify Security Telecom in writing of any misuse, destruction, damage or vandalism to the Equipment of the Related Equipment, as soon as practicable after ascertaining same.

7. Liability Insurance. Security Telecom agrees to maintain comprehensive general liability insurance coverage having limits of not less than \$1,000,000.00 in the aggregate. The County agrees to provide Security Telecom with reasonable and timely notice of any claim, demand or cause of action made or brought against the County arising out of or related to the utilization of the Equipment. Security Telecom shall have the right to defend any such claim, demand or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claimer cause of action arising out of or related to the utilization of the Equipment without the prior written consent of Security Telecom. In no event shall the County be liable for any damage or destruction to any item of the Equipment or the Related Equipment.

8. Term of Agreement. The obligations of the parties under this Agreement are effective as of the date hereof, but the term of this Agreement shall commence upon the date inmates within the Facility begin placing telephone calls from the Equipment (the "Commencement Date"). The initial term of this agreement is for three years commencing on the date inmates begin placing calls and shall automatically renew for two successive one year terms unless Security Telecom has not performed according to the terms of this agreement. The County must provide Security Telecom with written notice via Certified Mail, Return Receipt no less than one hundred and twenty days before expiration of each one year term that Security Telecom has not performed.

Then, upon the expiration of the initial term, this agreement shall renew for successive same terms as previously stated unless County provides written notice via Certified Mail, Return Receipt no less than one hundred and twenty days before expiration, of County's intent not to renew. If, because of strikes, riots, wars or for any other reason, business operations at the Facility shall be interrupted for periods of time other than as is customary for operations conducted at the Facility, the expiration of the term of this Agreement shall be extended for a period of time equal to the period of such extraordinary interruption or stoppage of business operations.

Acknowledged JR Security Telecom KJ County

9. **Event of Default. Termination of Agreement.** In the event either party defaults in the performance of any of its obligations under this Agreement, the non-defaulting party shall give the defaulting party thirty days prior written notice of default setting forth with specificity the nature of the event of default. In the event the defaulting party fails to cure such event of default within the foregoing time period, the non-defaulting party shall have the right to terminate this Agreement and pursue and all other remedies available to the non-defaulting party, either at law or in equity. If the performance of this Agreement or any obligation hereunder, is interfered with by reason of any circumstances beyond the reasonable control of the parties, including without limitation, fire, explosion, riots, civil unrest, power failures, injunctions, or acts of God, then the party affected shall be excused from such performance on a day-to-day basis to the extent of such interference, provided the party so affected shall use reasonable efforts to remove such causes of non-performance. In the event any governmental tariff or regulation creates or prevents Security Telecom from providing services for economic reasons or otherwise, then Security Telecom may terminate this Agreement.

In the event of a termination of this Agreement for any reason, the County agrees to allow Security Telecom access to the facility in order to remove the Equipment and Related Equipment. Security Telecom agrees to remove the Equipment and Related Equipment within sixty days after termination of this Agreement.

10. **Authority.** Each party to this Agreement warrants and represents that they have the right and requisite authority to enter into this Agreement and to authorize the installation of the Equipment.

11. **Miscellaneous.**

- A. Any notice to be given hereunder shall be in writing and shall be delivered by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective addresses of the parties set forth below, and all such notices shall be deemed received either when delivered or three business days after placed in the United States Mail in the manner set forth above:

If to Security Telecom: 2100 North Highway 360  
Suite 2203  
Grand Prairie, Texas 75050

If to County: Titus County Sheriff's Department

- B. This Agreement shall be construed under and is enforceable under the laws of the State of Texas, and shall be performable in Titus County, Texas.
- C. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement.

Acknowledged J.L. Security Telecom RLJ County

- D. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected.
- E. This Agreement shall be binding upon and inure to the benefit of Security Telecom and the County, and their respective successors and assigns.
- F. This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. This Agreement constitutes the entire agreement of the parties. The rights and obligations of the parties shall be determined solely from the terms of this Agreement and any prior or contemporaneous oral agreements are superseded by and merged into this Agreement. This Agreement cannot be varied or modified orally and can only be varied or modified by a written instrument signed by all parties.

EXECUTED as of the date and year first above written.

SECURITY TELECOM:

SECURITY TELECOM CORPORATION,  
a Texas Corporation

By: [Signature]  
Title: President

COUNTY:

TITUS COUNTY, TEXAS

By: [Signature]  
Title: County Judge

Acknowledged [Signature] Security Telecom [Signature] County

Addendum to  
Inmate Pay Telephone Agreement between  
Security Telecom Corporation  
and  
Titus County, Texas

Related Equipment, Referenced in Sections 1 and 5 are further defined as follows:

L.E.M.S. System (Video Imaging) with the following Hardware:

- 1 - Capture Station for Booking with Video Camera with  
486 DX 50  
1.4 Gig Hard Drive  
Super VGA Monitor
- 1 - Novell 3.12 Network with 5 User License
- 2 - Additional Workstations for the Novell 3.12 Network
- 1 - IBM Black and White Laser printer with 600 D.P.I.
- 1 - Color Printer with 300 D.P.I.

EXECUTED and Incorporated as a part of the Inmate Pay Telephone Agreement as of the date and year first written on the Inmate Pay Telephone Agreement.

SECURITY TELECOM:  
SECURITY TELECOM CORPORATION,  
a Texas Corporation

By: [Signature]  
Title: President

COUNTY  
TITUS COUNTY, TEXAS

By: [Signature]  
Title: County Judge

Acknowledged [Signature] Security Telecom [Signature] County

**SECURITY TELECOM CORP.**

2100 N. Hwy. 360, Suite 2203  
Grand Prairie, Texas 75050  
214-988-3737  
fax 214-988-3774



*JAM*  
*12-8-94*

December 1, 1994

Titus County Sheriff's Dept.  
304 S. Van Buren  
Mount Pleasant, Tx. 75455

Dear Sirs;

This correspondence is to inform you that the inmates within your facility began placing calls on Security Telecom's Equipment on November 18, 1994. ("The Commencement Date").

We look forward to a mutually beneficial relationship.

Sincerely

*Jeff Rothell*  
Jeff Rothell  
President

**FIRST SUPPLEMENT TO INMATE PAY TELEPHONE AGREEMENT**

THIS FIRST SUPPLEMENT (the "Supplement") TO THE INMATE PAY TELEPHONE AGREEMENT DATED October 26, 1994 (the "Agreement"), is entered into effect as of the 24<sup>th</sup> day of February, 1997 by and between SECURITY TELECOM CORPORATION, A Texas Corporation ("Security Telecom") and Titus County, Texas and Titus County Texas Sheriff's Department (collectively the "County").

WHEREAS, Security Telecom and the County have entered the "Agreement", whereby the Titus County Sheriff's Department, for and in consideration of the payment of certain commissions (as defined in the "Agreement") granted Security Telecom the exclusive right and licence to install and maintain certain inmate pay telephones and interrelated equipment (collectively, the "Equipment") with in the Titus County Sheriff's Department.

WHEREAS, Security Telecom and The County desire to supplement the Agreement as herein set forth.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the parties hereto supplement the Agreement as follows:

1. Security Telecom agrees to provide Titus County Sheriff's Department with the equipment stated in Addendum A to the First Supplement to Inmate Pay Telephone Agreement.
2. The Commission percentage paid to The County will be decreased to zero percent (0%).
3. Based on the terms of this "Supplement" the initial term the "Agreement" shall be automatically extended for an additional four years, beginning on November 19<sup>th</sup>, 1997, and renewed on the same terms and conditions as set forth in the "Agreement" dated October 26<sup>th</sup>, 1994.
4. Except as expressly supplemented by the terms of this Supplement, the Agreement shall remain in full force and effect in accordance with its terms. In the event the terms and provisions of the Agreement conflict with the terms and provisions of this Supplement, the terms of this Supplement shall control.

Executed as of the day and year first written above.

**SECURITY TELECOM:**

**SECURITY TELECOM CORPORATION,**  
a Texas Corporation

By: [Signature]

Title: President

Titus County, Texas

By: [Signature]

Title: Sheriff

Addendum A to  
First Supplement to Inmate Pay Telephone Agreement between  
Security Telecom Corporation  
and  
Titus County, Texas

**A. Related Equipment & Support Software**

- Novell 3.12 Network Upgrade to a 10 User Licence.
- Seven Additional Workstations with Pentium Processors, 16 meg of RAM, 540 meg hard drive, and CD rom's
- One Black & White Laser printer
- One Film Printer
- One Digital Camera
- One Flat-bed Scanner
- One Color Ink Jet Printer
- One Color Laser Print ( this is not able to be used with the LEMS software)

**B. Related Equipment & Software not supported by STC**

- Five Pentium -100 laptops with 720MB-HD, 16MB of RAM, and CD rom's
- Microsoft Suite software

No service or maintenance will be provided on the Laptops by Security Telecom Corporation. The only service provided will be the manufacturer warranty that comes with the laptops. No other warranty will be provided. Security Telecom Corporation does not provide software support for the Microsoft Suite software.

EXECUTED and Incorporated as a part of the Inmate Pay Telephone Agreement as of the date and year first written on the Inmate Pay Telephone Agreement.

SECURITY TELECOM:  
SECURITY TELECOM CORPORATION,  
a Texas Corporation

COUNTY  
TITUS COUNTY SHERIFF'S  
DEPARTMENT AND TITUS  
COUNTY, TEXAS

By: [Signature]

By: [Signature]

Title: [Signature]

Title: [Signature]

**GRIEVANCE COMMITTEE MEMBERS FOR 1997**

1. Nancy Keller
2. Larie Harper Doss
3. Jerry Holloway
4. Terry Dwayne Shaw
5. Nancy Lynn Perry
6. Joya Hasin Sistrunk
7. Brenda Ann Purdon
8. Cathi Sue Smith
9. Thomas A. VanHoose