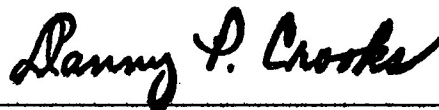


**NOTICE OF MEETING OF THE  
COMMISSIONERS' COURT OF TITUS COUNTY, TEXAS**

Notice is hereby given that a Regular Meeting of the above named Commissioners' Court will be held the 10th day of April, 2006, at 9:00 A.M., in the Titus County Courthouse, County Courtroom, 100 West First Street, Suite 205, Mt. Pleasant, Texas, at which time the following subjects will be discussed:

1. Public comments and/or requests for information on non-agenda items in accordance with Section 5551-0442, Texas Open Meetings Act.
  2. Consider and adopt Resolution providing a fee to defray costs of collecting delinquent fines, fees, and other debts pursuant to Article 103.0031 of the Texas Code of Criminal Procedure. (Mike Fields)
  3. Consider and award contract for Justice of the Peace Court fees and fines collections services. (Mike Fields)
  4. - Consider and possibly approve lot numbers 16R-1 thru 16R-3, Block 5, Latson Heights Addition, Precinct 4. (Mike Fields / Thomas Hockaday)  
- Consider and possibly approve Plat Lots 13, 14 and 15, Block M Gaddis Place Addition into Lots 13-R, 14-R and 15-R, Block M Gaddis Place Addition. (Mike Fields)
  5. Discuss and possibly approve Sherman D. Klepfer as Deputy Sheriff. (Judge Crooks / Arvel Shepard)
  6. Consider and possibly approve travel and seminars for Titus County employees and elected officials. (Carl Johnson)
  7. Approve oral and written reports of County officials. (Judge Crooks)
  8. Approve budget amendments. (Carl Johnson)
  9. Sign pay orders and approve payment. (Judge Crooks)
- Adjourn

Commissioners' Court of Titus County, Texas



\_\_\_\_\_  
County Judge

I certify that the above Notice of Meeting is a true and correct copy of said meeting and that same was posted on the bulletin board and doors of the Titus County Courthouse, a place readily accessible to the general public at all times on the 7th day of April, 2006, and remained so posted for at least 72 hours preceding the scheduled time of said meeting.

  
\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Deputy County Clerk

**COMMISSIONERS' COURT  
REGULAR MEETING  
APRIL 10, 2006**

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS' COURT met in a regular session on Monday, April 10, 2006 in the Titus County Courtroom with the following members present:

DANNY P. CROOKS .....	COUNTY JUDGE
BOB FITCH.....	COMMISSIONER PRECINCT 1
MIKE FIELDS .....	COMMISSIONER PRECINCT 2
PHILLIP HINTON.....	COMMISSIONER PRECINCT 3
THOMAS E. HOCKADAY.....	COMMISSIONER PRECINCT 4
THELMA SCULLIN.....	DEPUTY COUNTY CLERK

PUBLIC AND COUNTY OFFICIALS ATTENDING MEETINGS

LEO SCHAKEL  
PAULA DYKE

BOB GRAY  
ARVIL SHEPERD

NORMA NARRAMORE  
JUDY KENT  
KAY MCNUTT

JAKE NARRAMORE  
ASHLEY THOMPkins  
DAVID GRAVES

IN THE MATTER OF  
PUBLIC COMMENTS AND/OR REQUESTS FOR INFORMATION  
ON NON-AGENDA ITEMS IN ACCORDANCE WITH SECTION  
5551-0442, TEXAS OPEN MEETINGS ACT

There were no requests.

IN THE MATTER OF  
CONSIDER AND ADOPT RESOLUTION PROVIDING A FEE  
TO DEFRAY COSTS OF COLLECTING DELINQUENT FILES,  
FEES, AND OTHER DEBTS PURSUANT TO ARTICLE 103.0031  
OF THE TEXAS CODE OF CRIMINAL PROCEDURE

David Graves with Net Data discussed with the Court a program for the Justice of Peace Offices that would help them collect more delinquent fees. Judge Schakel and Judge Dyke are very interested in this particular plan as they have delinquents they have no time to collect.

The Court wanted to talk to the County Attorney on this recommendation.

Motion was made by Commissioner Thomas Hockaday and seconded by Commissioner Phillip Hinton to table this until they talk to Tim Taylor, County Attorney.

Motion carried unanimously.

IN THE MATTER OF  
CONSIDER AND AWARD CONTRACT FOR JUSTICE OF THE  
PEACE COURT FEES AND FINES COLLECTIONS SERVICES

Motion was made by Commissioner Thomas Hockaday and seconded by Commissioner Phillip Hinton to table this matter.

Motion carried unanimously.

IN THE MATTER OF  
CONSIDER AND POSSIBLY APPROVE LOT NUMBERS 16R-1 THRU  
16R-3, BLOCK 5, LATSON HEIGHTS ADDITION, PRECINCT 4.  
CONSIDER AND POSSIBLY APPROVE PLAT LOTS 13R, 14-R AND 15-R,  
BLOCK M GADDIS PLACE ADDITION

Motion was made by Commissioner Thomas Hockaday and seconded by Commissioner Bob Fitch to approve the Latson Heights Addition Plat.

Motion carried unanimously.

Motion was made by Commissioner Mike Fields and seconded by Commissioner Bob Fitch to approve plat on Gaddis Place Addition.

Motion carried unanimously.

IN THE MATTER OF  
DISCUSS AND POSSIBLY APPROVE SHERMAN D. KLEPFER AS  
DEPUTY SHERIFF

Motion was made by Commissioner Bob Fitch and seconded by Commissioner Mike Fields to approve Sherman D. Klepfer as deputy sheriff.  
Motion carried unanimously.

IN THE MATTER OF  
CONSIDER AND POSSIBLY APPROVE TRAVEL AND SEMINARS  
FOR TITUS COUNTY EMPLOYEES AND ELECTED OFFICIALS

Motion was made by Commissioner Thomas Hockaday and seconded by Commissioner Phillip Hinton to approve travel for District Clerk, Debra Abston.  
Motion carried unanimously.

IN THE MATTER OF  
APPROVE ORAL AND WRITTEN REPORTS OF COUNTY OFFICIALS

Motion was made by Commissioner Bob Fitch and seconded by Commissioner Phillip Hinton to approve officials reports of: Justice of the Peace Pct. 2, Five Star VFD, Environmental Investigator, District Clerk, NORTEX VFD, Tax Assessor and Sugar Hill Volunteer Fire Department.  
Motion carried unanimously.

IN THE MATTER OF  
APPROVE BUDGET AMENDMENTS

Motion was made by Commissioner Thomas Hockaday and seconded by Commissioner Phillip Hinton to approve budget amendment #'s 53 & 54 for the year of 2005.  
Motion carried unanimously.  
Amendments may be seen in Auditor's Office.

IN THE MATTER OF  
SIGN PAYORDERS AND APPROVE PAYMENT

Motion was made by Commissioner Phillip Hinton and seconded by Commissioner Thomas Hockaday to pay our bills.  
Motion carried unanimously.

IN THE MATTER OF  
ADJOURNMENT

Motion was made by Commissioner Phillip Hinton and seconded by Commissioner Thomas Hockaday to adjourn the meeting.

Motion carried unanimously.

**A RESOLUTION PROVIDING FOR A FEE TO DEFRAY COSTS OF  
COLLECTING DELINQUENT FINES, FEES, AND OTHER DEBTS  
PURSUANT TO ARTICLE 103.0031 OF THE TEXAS CODE OF  
CRIMINAL PROCEDURE**

**STATE OF TEXAS**

**&**

**COUNTY OF TITUS**

**&**

**&**

WHEREAS, Article 103.0031 of the Texas Code of Criminal Procedure authorizes the Titus County Commissioner's Court to contract with a private collection agency for the collection of the fees listed above and to impose an additional collection fee in the amount of thirty percent on each debt or account receivable that is more than sixty days past due and which has been referred to a collection agency for collection; and

WHEREAS, the Titus County Commissioners' Court has determined that it is in the public interest to ensure the prompt payment of delinquent court imposed fines and fees as provided by Article 103.0031, Texas Code of Criminal Procedure; and

WHEREAS, Titus County, pursuant to Article 103.0031, Texas Code of Criminal Procedure, has entered into a contract with a private collection agency to provide services for the collection of debts and accounts receivable, i.e.: fines, fees, restitution, other debts, and costs ordered to be paid by a court serving Titus County,

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS' COURT OF TITUS COUNTY THAT:

In accordance with Article 103.0031 of the Texas Code of Criminal Procedure, there shall be imposed an additional fee of thirty percent on all debts and accounts receivable, i.e.: fines, fees, restitution, other debts, and costs that are more than sixty days past due and have been referred to a collection agency for collection.

RESOLVED this the 10th day of April, 2006.

\_\_\_\_\_  
County Judge Danny P. Crooks

ATTEST:

\_\_\_\_\_  
County Clerk Bob Gray

# **CONTRACT FOR COURT FEES AND FINES COLLECTION SERVICES**

**STATE OF TEXAS**

**&**

**&**

**COUNTY OF TITUS**

**&**

THIS CONTRACT is made and entered into by and between Titus County acting herein by and through its governing body, hereinafter called County, and Graves Humphries Stahl, hereinafter called GHS.

## **I.**

County agrees to employ and does hereby employ GHS to enforce the collection of delinquent court fees and fines in County's Justice of the Peace Courts pursuant to the terms and conditions described in this contract. This contract supercedes all prior oral and written agreements between the parties, and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

## **II.**

County agrees to refer delinquent accounts by electronic or magnetic medium to GHS for collection as such accounts become delinquent. An account is considered delinquent when not paid within 60 days of the scheduled appearance date (if the defendant failed to appear), or any granted extension, or from the date of conviction or judgment, or other court specified due date. County will refer those accounts in which the offense was committed after June 18, 2003 along with the adjudicated offenses committed on or before June 18, 2003. County will provide GHS with copies of, or access to, the information and documentation necessary to collect the fees and fines that are subject to this contract.

## **III.**

GHS is to refer all payments and correspondence directly to the courts that have assessed or levied the fees and fines being collected pursuant to this contract. GHS reserves the right to return to County, any accounts identified as being in bankruptcy. Upon return of these accounts, neither party will have any obligation to the other party to this contract.

#### IV.

County agrees to pay GHS thirty percent (30%) of the collected fees and fines referred to GHS by County. The 30% shall be added to the amount owed by a defendant that is more than 60 days past due pursuant to Article 103.0031, Texas Code of Criminal Procedure. Pursuant to law, GHS cannot collect from a defendant the percentage referred to above if the defendant has been determined by the court of original jurisdiction to be indigent, or has insufficient resources or income, or is otherwise unable to pay all or part of the underlying fine or costs. All compensations shall become the property of GHS at the time of payment. County shall pay over said funds on a monthly basis by check.

#### V.

GHS agrees to use its best efforts to collect the delinquent accounts turned over to it and to provide advice to County on the delinquent accounts as requested by County.

#### VI.

This contract shall commence on June 1, 2006 and end when both parties mutually agree; provided, however, that either party to this agreement shall have the right to terminate this agreement by giving the other party thirty (30) days written notice of their desire and intention to terminate this agreement.

#### VII.

This contract is made and is to be interpreted under the laws of the State of Texas. Venue for any disputes involving this contract shall be in the appropriate courts in Hopkins County, Texas.

In the event that any provision(s) of this contract shall for any reason be held invalid, illegal or unenforceable, the invalidity, illegality or unenforceability of that provision(s) shall not affect any other provision(s) of this contract, and it shall further be construed as if the invalid, illegal or unenforceable provision(s) had never been a part of this contract.

#### VIII.

In consideration of the terms and compensation herein stated, GHS hereby accepts said employment and undertakes performance of said contract as set-forth above.



IX.

Every provision of this Agreement is intended to be severable. If any term or provision hereof is hereafter deemed by a Court to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Agreement, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the Parties with respect to the illegal, invalid, void or unenforceable provision or part thereof.

This contract is executed on behalf of County by the presiding officer of its governing body who is authorized to execute this instrument by order heretofore passed and recorded in its minutes.

This contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles shall be binding and enforceable.

WITNESS the signature of all parties hereto this the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

TITUS COUNTY

By: \_\_\_\_\_  
County Judge

GRAVES HUMPHRIES STAHL

By: \_\_\_\_\_

**TITUS COUNTY SHERIFF'S OFFICE**  
**INTER-OFFICE MEMO**

**To:** Danny Crooks, County Judge

**Date:** April 3 2006

**From:** Arvel Shepard, Sheriff

**Subject:** Items for Commissioner' Court Agenda

Please place the following on the agenda for the Commissioner's Court meeting,  
Monday, April 10, 2006

Discuss and possibly approve Sherman D. Klepfer as Deputy Sheriff.

*Arvel Shepard, Sheriff*