

THE STATE OF TEXAS
COUNTY OF SABINE

On this the 21st day of December, 1984, the Honorable Commissioners Court met in Regular Session with the following members present, to-wit:

Royce C. Smith	County Judge
R. E. Smith	Commissioner, Precinct No. 1
Billy Joe McGee	Commissioner, Precinct No. 2
Eldridge Ellison	Commissioner, Precinct No. 3
Chester D. Cox, Sr.	Commissioner, Precinct No. 4
Minnie Gooch	Clerk of the Court

The meeting was called to order by County Judge. Monthly bills were examined and made ready for payment. Motion by Commissioner R. E. Smith, seconded by Commissioner Billy Joe McGee to pay bills. Motion carried.

Alvin Beauchamp met with the court concerning the Automatic lock at new jail. Motion by Commissioner Billy Joe McGee, seconded by Commissioner R. E. Smith # that Mr. Beauchamp coordinate with Sheriff Greer and Bob Dearing, Jail Inspector the location of switching control and power source for the lock and that he be paid \$500.00 advance on the job. Motion carried.

Tax Attorneys Edwin R. York, Jr. and Mark Cline met with the court to renew the Delinquent Tax Contract. Motion by Commissioner Billy Joe McGee seconded by Commissioner R. E. Smith to hire this firm to collect delinquent taxes for two years contract. Motion carried. Contract marked "Exhibit A" and attached to minutes of this date.

Herb Floyd and Walter Diggles, with the Deep East Texas Gov. met with the court. They made some request concerning the bars in restrooms to aid the handicapped. They also had a resolution to be signed concerning the Texas Community Development Block Grant for Precinct No. 4. Motion by Commissioner R. E. Smith, seconded by Commissioner Billy Joe McGee to pass this resolution giving County Judge Authority to sign the contract for this grant. Motion carried.

County Treasurer, Ollie Faye Sparks informed the court that the Forest Service check had come in, the amount being \$566,264.20.

Motion by Commissioner Eldridge Ellison, seconded by Commissioner Billy Joe McGee to divide in the usual manner, one-half to the schools and the balance divided percentagewise between the four commissioner precincts and their salaries and expenses for the year placed in the Officers Salary Fund. Motion carried.

Motion by Commissioner Billy Joe McGee, seconded by Commissioner Eldridge Ellison to notify the U. S. Forest Service that court requests that the Gravel Removal Permit #2820 be closed. Motion carried.

Motion by Commissioner R. E. Smith, seconded by Commissioner Billy Joe McGee to recognize letter from Texas Justice Court Training Center stating that J. P. R. W. Anders, Frank Rash, Jr., and Mike Carmichael completed the Training During week of Dec. 4-7 1984. Motion carried.

Upon a recommendation by County & District Clerk, Minnie Gooch motion was made by Commissioner Eldridge Ellison, seconded by Billy Joe McGee to hire Dawn Procell as Deputy in the office. Motion carried.

Motion by Commissioner Chester D. Cox, Sr., seconded by Commissioner Eldridge Ellison to hire a person for helping with the District Court work in the County & District Clerk's office and to be of assistance in preparing complaints for the County Attorney or person acting in his stead. Motion carried.

Motion by Commissioner Chester D. Cox, Sr., seconded by Commissioner Billy Joe McGee that all money in County Tax Assessor-Collectors, Marie White's account at the bank be held until closing Audit Report is complete and a copy of this order be carried to First State Bank. Motion carried.

Motion by Commissioner R. E. Smith to give county employees and elected officials a 5% raise ^{in salary} across the board as Court had discussed and put in budget, optional as to expense on some who had requested but once decision is made it becomes permanent.



Voting for the motion was R. E. Smith, Billy Joe McGee and Eldridge Ellison, against: Chester D. Cox, Sr.. Motion carried.

There being no further business, the court adjourned.

R. E. Smith
COUNTY JUDGE

R. E. Smith
COMMISSIONER, PRECINCT NO. 1

E. Ellison
COMMISSIONER, PRECINCT NO. 3

Billy McGee
COMMISSIONER, PRECINCT NO. 2

Chester D. Cox, Sr.
COMMISSIONER, PRECINCT NO. 4

Minnie Grach
CLERK OF THE COURT

CONTRACT FOR THE COLLECTION OF
DELINQUENT TAXES

THE STATE OF TEXAS
COUNTY OF SABINE

THIS CONTRACT is made and entered into by and between Sabine County acting herein by and through its governing body, hereinafter called First Party, and Edwin R. York, Jr., Attorney, hereinafter styled Second Party.

I.

First Party agrees to employ and does hereby employ Second Party to enforce by suit or otherwise the collection of all delinquent County taxes, penalty and interest owing to Sabine County, provided current year taxes falling delinquent within the period of this contract shall become subject to its terms on the First day of July of the year in which the same shall become delinquent except that suits resolved before the first day of July must include current year delinquent taxes.

II.

Second Party is to call to the attention of the collector or other officials any errors, double assessments or other discrepancies coming under his observation during the progress of the work, and is to intervene on behalf of First Party in all suits for taxes hereafter filed by any taxing unit on property located within its corporate limits.

III.

First Party agrees to furnish delinquent tax statements to Second Party on all property within the taxing jurisdiction. Second Party will furnish forms for said statements on request and will assume responsibility for having penalty and interest computed on statements before such statements are mailed to property owners.

IV.

Second Party agrees to file suit on and reduce to judgment and sale of any property located within the county against which a tax lien would prevail provided First Party will furnish the necessary date and information as to the name, identity and location of the necessary parties, and legal description of the property to be sold. Second Party agrees to sue for recovery of the costs as court costs as provided by Tex. Prop. Tax Code #33.48 (Vernon 1979).

"Exhibit A"

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V.

Second Party agrees to make progress reports to First Party on request and to advise First Party of all cases where investigation reveals taxpayers to be financially unable to pay their delinquent taxes.

VI.

First Party agrees to pay to Second Party as compensation for services required hereunder ____ percent not to exceed twenty (20) percent of the amount collected of all delinquent taxes, penalty and interest of the years covered by this contract, actually collected and paid to the collector of taxes during the term of this contract as and when collected. All compensation above provided for shall become the property of the Second Party at the time payment of taxes, penalty and interest is made to the collector. The collector shall pay over said funds MONTHLY by check.

VII.

This contract is drawn to cover a period of 2 years beginning January 1, 1985 and ending December 31, 1986, provided however that Second Party shall have an additional six months to reduce to judgment all suits filed prior to the date last mentioned, and provided however that Second Party shall handle to conclusion all suits in which trial court judgments are obtained during the period of this contract and which are appealed by any party. To remain effective, this contract must be ratified by any subsequent governing body of First Party within the contract period. In consideration of the terms and compensation herein stated, Second Party hereby accepts said employment and undertakes the performance of this contract as above written. First Party shall have the right to sooner terminate this contract for cause, giving thirty (30) days written notice of such intention, with a statement of the cause or reasons for such termination, after giving Second Party a reasonable opportunity of explaining or rectifying the same. In case of such termination, Second Party shall be entitled to receive and retain all compensation due up to the date of said termination.

IX.

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

WITNESS the signature of all parties hereto in duplicate originals this the 21ST day of DECEMBER, 1984, SABINE County,

Texas.

THE COMMISSIONER'S COURT OF
SABINE COUNTY TEXAS

BY: *Roy E. Smith*
County Judge

Edwin R. York, Jr.
Edwin R. York, Jr.
Attorney at Law
A Professional Corporation
P. O. Box 1916
Corsicana, Texas 75110

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RESOLUTION AND ORDER

On this the 21 day of DECEMBER, 1984, at a REGULAR meeting of the Commissioner's Court of Sabine County, Texas, there came on for consideration the making of a contract for the collection of delinquent taxes, and motion was made by Billy Joe McGee County Commissioner of Precinct No. 2, seconded by R.E. Smith County Commissioner of Precinct No. 1, that said Commissioners' Court in behalf of the County do make and enter into a contract with Edwin R. York, Jr., a licensed attorney, for the latter to collect delinquent taxes in said County for 20% % of the amount of taxes, penalty and interest collected, said contract to end on the 31st day of DECEMBER, 1986, with six months thereafter to complete pending suits, and to be on forms currently promulgated and recommended by the State Property Tax Board.

Said motion being put to vote, it carried by a vote of 4 to 0. Those voting "Aye" were:

R.E. Smith
Billy McGee
E. Ellison
Chester D. Cox Sr.

Those voting "No" were:

NONE

I, Minnie Gooch, County Clerk of Sabine County, Texas do hereby certify that the foregoing instrument was filed _____ 1985 at _____ O'Clock _____ M. and duly recorded 1-3- 1985 at 9:00 O'Clock A M.
Minnie Gooch CLERK Freda Chambers DEPUTY