

SPECIAL SESSION - February 3, 1941

BE IT REMEMBERED that on the 3rd day of February, 1941, the Commissioners' Court of Titus County, Texas, met in Special Session, at the County Court House in the City of Mt. Pleasant, and the following members were present, to-wit:

Ed Dickson	County Judge
T. L. Garrett	Commissioner, Pre. 1
Morris White	Commissioner, Pre. 2
E. E. Nugent	Commissioner, Pre. 3
C. N. Goodwin	Commissioner, Pre. 4

and the following proceedings, were had, to-wit:

IN THE MATTER OF CONTRIBUTING TO COUNTY JUDGES & COMMISSIONERS' ASSOCIATION OF TEXAS FOR 1941:

Motion was made by Commissioner Goodwin and seconded by Commissioner Nugent to contribute the sum of \$5.00 out of the R. & B. fund to be used in carrying on the work of the County Judges and Commissioners Association of Texas for the year of 1941. This amount to be submitted with the ballot of this court against changing the date of eligibility from January 2, 1939 to January 2, 1941 for Counties to participate in the Road Bond Assumption Act. All voted "aye" and the motion carried unanimously.

The above minutes read and approved.

Attest: Henry Smith
County Clerk.

Ed Dickson
County Judge.

Application of Dr. John M. Ellis for County Health Officer:

Mt. Pleasant, Texas
Jan. 11, 1941

To the Honorable Commissioners Court

Mt. Pleasant, Texas

Gentlemen :

I am hereby making application for reappointment as County Health Officer. You know me without a lengthy explanation. I know what the duties & believe I can fulfill them. I will appreciate your consideration & thank you very kindly for same.

Very respectfully,

John M. Ellis

IN RE: CONTRACT BETWEEN ARKANSAS LOUISIANA GAS COMPANY & TITUS COUNTY:

CONTRACT FOR SALE OF WHOLESALE GAS

THIS AGREEMENT, made and entered into this 29th day of October, 1940 by and between ARKANSAS LOUISIANA GAS COMPANY, of Shreveport, La., its successors and assigns hereinafter referred to as the "Seller," party of the first part and TITUS COUNTY JAIL of MT. PLEASANT, TEXAS, successors, personal representatives or assigns, hereinafter referred to as the "Buyer," party of the second part.

WITNESSETH:

WHEREAS, the Seller owns and operates a distribution system for the transportation and sale of natural gas, and the Buyer desires to purchase natural gas from Seller for purposes only as designated herein.

NOW, THEREFORE, for and in consideration of the mutual covenants, and agreements hereof and other good and valuable considerations, the Seller and Buyer have agreed and do hereby covenant and agree each with the other as follows, to-wit:

Seller agrees to sell and deliver to Buyer and Buyer agrees to purchase and receive from Seller the entire Wholesale fuel requirements of the TITUS COUNTY JAIL - Boiler, of Buyer, located at Titus County, in the City of Mt. Pleasant, Texas, subject to the terms and conditions herein and on the back hereof set forth, for the term of Six months, beginning on the 15th day of October, 1940.

The price of gas for each month's deliveries shall be as follows:

First	1 M.C.F.	@ \$ 2.00
Next	34 M.C.F.	@ .50 per M.
"	100 M.C.F.	@ .35 per M.
Excess	"	@ .30 per M.

Buyer agrees to use or pay for a minimum of \$250.00 worth of gas for the period of six months.

IN WITNESS WHEREOF, the parties hereto have subscribed their names, the day and year first above written.

ARKANSAS LOUISIANA GAS COMPANY
SELLER

W. J. McIntyre
Witness

By A. H. Weyland
Vice President

Marvin Chipman
Witness

TITUS COUNTY JAIL, BUYER
By C. T. Neugent,
Co. Judge

TERMS AND CONDITIONS OF THIS CONTRACT

1. All bills for gas sold and delivered hereunder are due ten days after date bill is rendered, and all payments of such bills shall be made at the office of Seller. A penalty of 5% shall be added if bills are not paid within such ten day period.

2. The Seller agrees to install, operate and maintain a meter, or meters of suitable capacity and design, to measure the gas delivered as specified herein. For the purpose of measurement, the volume of gas delivered by the Seller to Buyer, hereunder, shall be assumed to obey Boyle's Law and, shall be calculated on a pressure base of eight (8) ounce gauge pressure above fourteen and four tenths (14.4) pounds per square inch atmospheric pressure and on a temperature base of sixty degrees (60°) Fahrenheit. The flowing temperature of the gas shall be considered to be 60 degrees Fahrenheit continuously, irrespective of the actual flowing temperature.

3. The point of delivery of all gas is at the outlet of the Seller's meter or meters where title passes to Buyer and thereafter all responsibility is assumed by the Buyer.

4. The title to all meters, appliances, equipment, etc., placed on Buyer's premises and not sold to Buyer shall remain in Seller, with right of removal, and no charge shall be made by Buyer for the use of premises occupied by same. Seller's representatives shall have the right to enter upon said premises for any purpose connected with the service of gas provided in this contract.

5. Interruption of gas deliveries in whole or in part due to inability of Seller to deliver or Buyer to receive shall not be the basis of claims for damages sustained by either party when due to act of God, the elements, labor troubles, fires, accidents, breakage or repair of pipe lines or machinery, requirements of domestic consumers, or other causes or contingencies beyond the control of and occurring without negligence on the part of the parties. The parties shall resume delivering and receiving gas when such causes or contingencies cease to be operative.

6. It is understood that all gas delivered under this contract is for the sole use of the Buyer at the location described herein and shall not be resold or consumed by others.

7. This contract is subject to orders, rules and regulations of duly constituted authorities having jurisdiction over either or both Buyer or Seller, otherwise cannot be altered or assigned by either party without a written consent of other party.

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