

SPECIAL SESSION - NOVEMBER 23, 1970

469

BE IT REMEMBERED THAT THE COMMISSIONERS COURT OF TITUS COUNTY, TEXAS met in special session on Wednesday, November 25, 1970 at 10:00 A. M. with the following members present:

John W. Mason
Rayford Taylor
Bert B. Parr
T. O. Raney
Dan Bynum
Allen LaPrade

County Judge
Co. Comm. Prec. #1
Co. Comm. Prec. #2
Co. Comm. Prec. #3
Co. Comm. Prec. #4
County Clerk

IN THE MATTER OF ACCEPTING BID FOR FRONT END LOADER:

Motion made by Comm. Taylor to accept bid for front end loader for Prec. #1 for differences in Case 730 and John Deere load of \$10,500.00. Motion seconded by Comm. Raney. Motion carried.

IN THE MATTER TO LET TEXAS POWER LIGHT PLACE AIR MONITORS ON COUNTY ROW:

Motion made by Comm. Parr to let Texas Power Light place air monitors on County Row. Motion seconded by Comm. Raney. Motion carried.

IN THE MATTER OF ACCEPTING BID FOR 1958 INT. TRUCK:

Motion made by Comm. Taylor to accept bid for sale of 1958 Int. truck to B. D. Carpenter for \$100. Motion seconded by Comm. Parr. Motion carried.

LEASE AGREEMENT

THIS LEASE, made this the 9th day of November, 1970, between George P. Bane, Inc. of Texas hereinafter known as LESSOR, and Titus County a quasi municipal corporation of the State of Texas, as LESSEE, acting by and through its COMMISSIONER'S COURT Pursuant to an order duly and regularly passed on the 9th day of November, 1970, witnesseth that:

Whereas, the LESSEE requires the use of the following equipment:
One Massey Allison-Chalmers Model M 100 Series B Motor Grader,
 Serial No. 1488
 hereinafter referred to as Motor Grader

for the purpose of building and maintaining roads; and whereas, there is now available, and will be available in said County's Road and Bridge Fund, monies which it may lawfully spend for leasing said Motor Grader

1. Now therefore, the LESSOR in consideration of the payment of \$5,000.00 A M100 /481 and payment of lease installments hereinafter reserved, hereby leases to LESSEE said Motor Grader for a minimum period commencing on the date of this LEASE and ending 1/11/71 on the following terms:

<u>\$8,000.00 - 1/11/71</u>	19.	19.
2.	14.	20.
3.	15.	21.
4.	16.	22.
5.	17.	23.
6.	18.	24.

2. The LESSEE acknowledges receipt of above desired Motor Grader in good order and new condition and upon the expiration of the terms of this lease (in the event the option hereinafter referred to has not been exercised) or upon the prior termination of this lease, the LESSOR shall be entitled to the immediate possession of said Motor Grader and the LESSEE shall thereupon deliver said Motor Grader in the LESSOR at Tyler, Texas, in good order and condition, ordinary wear and tear thereof excepted.

3. The LESSEE shall have the right to make any reasonable and lawful use of said Motor Grader and shall take reasonable and proper care thereof, and at its own expense make all necessary repairs and replacements. In the event of any default by the LESSEE in the payment of rent, or otherwise, this LEASE shall terminate at the option of the LESSOR.

4. The LESSOR hereby gives the LESSEE the option to purchase said Motor Grader in its then condition, at any time during the term of this LEASE (or within any extension or renewal thereof) or within five days thereafter for the purchase price of \$6,000.00 to be paid in cash or legally issued County Warrants plus 6% per annum interest on the amount from the date of this LEASE until such purchase price has been paid, from which total amount shall be deducted rentals theretofore paid. In the event said option of purchase is exercised, however, all rentals theretofore paid shall be deducted therefrom as of the dates such rental installments were paid. In the event the payments are not paid at maturity they shall bear six percent per annum interest until paid.

5. The LESSOR hereby gives the LESSEE the option to renew or extend this LEASE at any time during the term thereof, or within five days thereafter, and upon the same terms and conditions as herein stipulated, said renewal or extension, if any, to be endorsed upon this LEASE and signed by both parties thereto.

6. It is hereby expressly understood and agreed that the LESSOR shall not in any case, or under any circumstances, be held liable for any loss or damage, or claims for loss or damage, of any kind or character whatsoever, to persons or property, or otherwise, arising from, or in any manner connected with the use or operation of said Motor Grader and any and all loss or damage, and claims for loss or damage, are hereby specifically waived by the LESSEE.

7. It is expressly agreed and understood that this LEASE does not obligate the LESSEE to purchase said Motor Grader or to renew this LEASE. It is further expressly agreed and understood that if in the future the LESSEE avails itself of the option either to renew this LEASE or to purchase said Motor Grader as herein provided, it will do so only upon the condition that at the time of exercising said option or renewing this LEASE it either has available for said purpose, monies currently available which it will then be lawfully entitled to expend or is lawfully entitled to incur the necessary liability for the rental or the payment of the purchase price.

8. Any notice that either party desires to give to the other shall be in writing and forwarded by registered mail to the last known address of the other party.

9. This LEASE is executed in triplicate, a copy of which LESSEE hereby acknowledges having received.

GEORGE P. BANE, INC. LESSOR
 By [Signature] Commissioner, Product No. 1
TITUS COUNTY LESSEE
 By [Signature] County Judge
 By [Signature] Commissioner, Product No. 2
 By [Signature] Commissioner, Product No. 4

STATE OF TEXAS
 COUNTY OF Titus

I, Allen LaRade, County Clerk in and for Titus County, Texas do hereby certify that the above and foregoing is true and correct copy of the LEASE AGREEMENT entered into this date by and between George P. Bane, Inc. as LESSOR, and TITUS County, Texas, as LESSEE, and the same appears of record in Vol. 9, Page of the COMMISSIONER'S COURT MINUTES of Titus County, Texas.

Witness my hand and seal of office, this 11 day of November, 1970 A. D.
[Signature]
 County Clerk, TITUS County, Texas

THE STATE OF TEXAS
COUNTY OF TITUS

On this the 9th day of November, 1970, the Commissioners Court of Titus County, Texas, convened in regular session at a Regular Term thereof in the Courthouse in Mt. Pleasant, Texas, with the following members of the Court present, to-wit:

JOHN W. MASON, County Judge,
RAYFORD TAYLOR, Commissioner Precinct No. 1,
BERT FARR, Commissioner Precinct No. 2,
T. O. RANEY, Commissioner Precinct No. 3,
DAN BYNUM, Commissioner Precinct No. 4,
ALLEN LAPRADE, County Clerk,

when, among other proceedings had, were the following:

Commissioner Taylor introduced a resolution and moved its adoption. The motion was seconded by Commissioner Raney. The motion, carrying with it the adoption of the resolution, prevailed by the following vote:

AYES: Commissioners

Taylor, Raney,
Raney, Bynum

NOES: NONE.

The Resolution is as follows:

RESOLUTION

AUTHORIZING AND INSTRUCTING THE COUNTY JUDGE TO PUBLISH NOTICE TO BIDDERS FOR THE CONSTRUCTION OF A COUNTY OFFICE BUILDING, AND OF THE COUNTY'S INTENTION TO PAY A PART OF THE CONTRACT PRICE IN INTEREST BEARING TIME WARRANTS OF TITUS COUNTY, TEXAS.

WHEREAS, each and all of the members of the Commissioners Court was duly and sufficiently notified, officially and personally, in advance, of the time, place and purpose of this meeting; and

WHEREAS, proper notice of this meeting has been duly and timely posted as provided by law; and

WHEREAS, the Commissioners Court hereby finds and determines that the county courthouse is not adequate in size or facilities to properly house all county offices; and

WHEREAS, the Commissioners Court hereby finds and determines the advisability and necessity of constructing a county office building in Mt. Pleasant, the county seat of Titus County, to provide additional offices and facilities for the County and of issuing interest bearing time warrants against the Permanent Improvement Fund of Titus County for the purpose of evidencing a part of the indebtedness to be incurred in constructing such county office building in Mt. Pleasant, the county seat of Titus County; and

WHEREAS, the Commissioners Court now deems it advisable and proper to give notice to bidders for the construction of such county office building and of the County's intention to pay a part of the contract price by the issuance and delivery of such permanent improvement warrants;

THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF TITUS COUNTY, TEXAS:

That the County Judge be, and he is hereby authorized, ordered and instructed to do all things necessary and/or convenient to have published the notice required by Chapter 163, Acts of the Regular Session of the Forty-second Texas Legislature, as amended; that said notice shall specify the time and place when and where bids will be received, and said notice shall be published in a newspaper of general circulation published in said County once a week for two consecutive weeks prior to the time set for receiving bids, the date of the first publication to be at least fourteen (14) full days prior to the date set for receiving bids.

That said notice shall provide that all bids shall be accompanied by an acceptable Bidder's Bond, Cashier's Check or Certified Check in an amount not less than five per cent (5%) of the total bid; that said notice shall also convey the information that it is the intention of the County to pay a part of the contract price by the issuance and delivery of interest bearing time warrants to be authorized by the Commissioners Court on the 14th day of December, 1970, against the Permanent Improvement Fund of said County, said warrants to be authorized in the maximum amount of \$45,000.00,

bearing interest at a rate not to exceed six per cent (6%) per annum, and maturing at such times as may be fixed by the Commissioners Court, serially or otherwise, with a maximum maturity not to exceed thirty (30) years from their date, such time warrants to be issued for the purpose of evidencing a part of the indebtedness of Titus County to be incurred in constructing a county office building in Mt. Pleasant, the county seat of Titus County.

That said notice shall contain such additional information as shall be deemed necessary; and that said notice shall be substantially in words and figures as shown in the form attached hereto and made a part hereof. The County reserves the right to reject any and all bids.

ADOPTED AND APPROVED at a meeting open to the public, this the 9th day of November, 1970, after public notice of the time, place and purpose of said meeting was given and posted as required by law.

Joseph L. Brown

COUNTY JUDGE, TITUS COUNTY, TEXAS

ATTEST:

Allen L. Brown

COUNTY CLERK

THE STATE OF TEXAS
COUNTY OF TITUS

I, the undersigned, County Clerk and Ex-Officio Clerk of the Commissioners Court of Titus County, Texas, DO HEREBY CERTIFY that the foregoing is a true and correct copy of a Resolution adopted by the Commissioners Court of said County on the 9th day of November, 1970, and of the minutes pertaining to its adoption, as said Resolution appears of record in Book 9, of the Minutes of said Court.

WITNESS MY HAND and the seal of the Commissioners Court, this the 9 day of November, 1970.

Allen L. ...

COUNTY CLERK AND EX-OFFICIO CLERK,
COMMISSIONERS COURT, TITUS COUNTY,
TEXAS



BLACKSTONE EQUIPMENT COMPANY
Welding and Equipment Maintenance
John Deere Sales and Service
Phone 4-2151
4 Miles North on Highway 271-Route 2
Mt. Pleasant, Texas 75455

November 20, 1970

Confidential Bid To
Titus County Prec. #1
Titus County, Texas

Gentlemen:

We thank you for the opportunity to submit the following bid:

- 1 JD450 Track Loader with:
 - 4 Cylinder Diesel Engine
 - 63 Gross Engine Horsepower
 - Lights
 - 8-Speed Hi-Lo Reverse Power Shift Transmission
 - Electric Hower Meter
 - Delux Seat and Arm Rest
 - Air Cleaner
 - Air Cleaner Restriction Indicator
 - Full Flow Oil Filter
 - Front Hitch
 - 12 Volt Electrical System
 - Key Safety Switch
 - Alternator
 - 14" Triples Semi Crouser
 - 5 Roller Track Frame
 - Power Steering
 - 1 1/8 Cu Yd Bucket (72 1/2 Inch Cutting width & 7 teeth)
 - Bucket Level Indicator
 - Loader with specifications as specified

Weight of machine 15,775 lbs.

List Price	\$16,474.22
Less Trade in 750 Case	<u>5,974.22</u>
Net Bid	\$10,500.00

Blackstone Equipment Co.

By Johnny Thomas

Accepted-November 25, 1970

John W. Mason