

County shall be in such a manner as not unnecessarily to interfere with the Company's use of same.

SECTION 7 - QUALITY STANDARDS. The Company shall, to the best of its ability, provide audio and video signals of uniform quality commensurate with the state of the art in the industry. No subscriber shall receive a signal significantly inferior to that of any other subscriber, and the signals shall meet such standards as may be promulgated by the Federal Communications Commission and the National Cable Television Association. Installation and service shall also conform to the National Electric Code of the National Bureau of Fire Underwriters. Radiation limits shall not exceed those specified by Part 15 of the Rules of the Federal Communications Commission.

SECTION 8 - EXTENT OF SERVICE. The services provided by the Company under this permit shall be made available to any financially-responsible household desiring such service, and which can be served within one hundred fifty (150) feet of existing cables and lines of the Company's distribution system. Service may be rendered to potential customers located more than one hundred fifty (150) feet from a distribution line upon individual negotiation with the Company.

SECTION 9 - PENALTIES. Any violation by the Company, its vendee, lessee or successor or assign of the provisions of this permit or any material portions thereof, or the failure promptly to perform any of the provisions thereof, shall be cause for the forfeiture of this permit and all rights hereunder to the County after written notice to the Company and continuation of such violation, failure or default for a period of more than ninety (90) days after receipt by the Company of said notice thereof; provided, however, that before the permit may be terminated and cancelled the Company shall be provided with an opportunity to be heard before the Court.

SECTION 10 - SEPARABILITY. If any section, subsection, sentence, clause, phrase or portion of the Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

ENTERED, ADOPTED, AND APPROVED, this the 8 day of May, 1972.

ATTEST:
Allen LaPrade, County Clerk,
Titus County, Texas.

John W. Mason
County Judge

Rayford Taylor
Commissioner, Precinct 1

Commissioner, Precinct 2

T. O. Raney
Commissioner, Precinct 3

Dan Bynum
Commissioner, Precinct 4

MT. CITIES TV CABLE, INC.

By Ben H. Irvin, Mgr.

The above and foregoing minutes were read and approved for May on this the 31st day of May, 1972.

John W. Mason
County Judge, Titus County, Texas.

Allen LaPrade
County Clerk, Titus County, Texas.

REGULAR SESSION

LET IT BE REMEMBERED THAT THE TITUS COUNTY COMMISSIONER'S COURT met in Regular Session on Monday, June 12, 1972 at 9:00 A. M. Meeting was held in County Courthouse in Mt. Pleasant, the following members present:

John W. Mason
Rayford Taylor

County Judge
Commissioner Precinct #1

Bert B. Farr
T. O. Raney
Dan Bynum
Allen LaPrade

Commissioner Precinct #2
Commissioner Precinct #3
Commissioner Precinct #4
County Clerk

IN THE MATTER OF PAYING MONTHLY BILLS FOR MAY:

Motion made by Commissioner Taylor and seconded by Commissioner Farr to approve monthly bills for May.
Motion carried.

IN THE MATTER OF APPROVING MONTHLY REPORTS FOR MAY:

Motion made by Commissioner Bynum and seconded by Commissioner Raney to approve monthly reports, including Treasurer's report.
Motion carried.

IN THE MATTER OF ENTERING INTO CONTRACT WITH FRITCHARD & ABBOTT TO EVALUATE OIL, GAS AND UTILITIES TAXES FOR THE YEARS 1973 and 1974:

Motion made by Commissioner Bynum and seconded by Commissioner Raney to enter into a contract with Fritchard and Abbott Company to evaluate Oil, Gas and Utilities Taxes for the years 1973 and 1974.
Motion carried.

IN THE MATTER OF APPOINTING DR. LEE D. MCKELLAR AS COUNTY HEALTH OFFICER:

Motion to appoint Dr. Lee D. McKellar was made by Commissioner Raney and seconded by Commissioner Parr as County Health Officer for one year.
Motion carried.

IN THE MATTER OF ENTERING INTO CONTRACT WITH MAURICE LOVE TO COMPILE DELINQUENT TAX ROLL:

Motion made by Commissioner Parr and seconded by Commissioner Taylor to enter into contract with Maurice Love to compile delinquent tax roll.
Motion carried.

CONTRACT WITH FRITCHARD AND ABBOTT

STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TITUS ()

That, WHEREAS, the Commissioners' Court of Titus County, Texas, has determined that it would be wise and to the best interest of said County for it to employ experts skilled in the matter of appraising and valuing oil, gas and public utility properties in said County, said experts to compile and furnish data and information to said Court sitting as a Board of Equalization for the purpose of equalizing valuations of such properties as compared with other property valuations in said County for tax purposes for the years of 1973, and 1974, said data and information to be made available in respect to all of such properties properly and lawfully coming before it for consideration in the equalization of values upon renditions made by the owners thereof, or upon renditions made by the tax assessor where the owner, or owners, may fail to render the same; and

WHEREAS, said Court finds that Fritchard and Abbott, a partnership of Fort Worth, Texas, are skilled in such matters and have scientific and technical knowledge in respect to the appraising and valuing of such properties; and

WHEREAS, Fritchard and Abbott have proposed to said Commissioners' Court of Titus County that they will gather and compile information relating to the value of oil, gas and public utility properties as of January 1, 1973, and January 1, 1974, and make said information completely available to said Court to be used by it as it may deem fit in determining what values should be assigned to said properties properly coming before it for

consideration; and will charge for their services a sum equal to Five and 1/2 CENTS (05 1/2c), per year, on each One Hundred Dollar valuation as finally ascertained and determined for Titus County of oil, gas and public utility properties, or other mineral interests, for the years 1973 and 1974.

IT IS THEREFORE AGREED by and between Titus County, Texas, acting herein by and through its Commissioners' Court, Party of the First Part, and Pritchard and Abbott of Tarrant County, Texas, Parties of the Second Part, as follows:

Parties of the Second Part agree to compile a complete list of the record owners of all oil and gas producing properties wherever situated and located in Titus County, Texas, as of January 1, 1973, and January 1, 1974, said compilation and record to show the particular interest, or interests, therein owned; also a complete list of all public utility properties located in said County as of January 1, 1973, and January 1, 1974.

Parties of the Second Part also agree to secure and make available for the use of Party of the First Part, information showing the values of said properties to be considered by Party of the First Part as it may deem fit in determining the proper values for assessment purposes for 1973 and 1974, to be assigned to such of said properties as may come before the Party of the First Part, sitting as a Board of Equalization for consideration upon renditions made by the owners thereof, or upon renditions made by the Tax Assessor where the owner, or owners, fail or refuse to render the same.

FOR AND IN CONSIDERATION of the skilled services, technical knowledge and experience of Parties of the Second Part in the performance of the obligations devolving upon them hereunder, and in consideration of the information given and assistance furnished by them to Party of the First Part in undertaking to value and equalize the values of the said properties properly coming before it for consideration at its equalization hearings in the years of 1973 and 1974. Party of the First Part agrees and obligates itself to compensate Second Parties as follows:

FOR THE SERVICES HEREIN AGREED to be performed, Second Parties shall receive the said sum equal to Five & 1/2 Cents (05 1/2c), per year on each One Hundred Dollar valuation on all oil properties, mineral interests, and public utility properties, as finally ascertained and determined by the Commissioners' Court for tax purposes for Titus County for the years of 1973 and 1974, to be paid out of the General Fund of Titus County, Texas.

IT IS FURTHER AGREED and understood by both Parties that Titus County, Texas, will issue, or cause to be issued, to Pritchard and Abbott warrants drawn against the General Fund of said Titus County, Texas, and payable out of the current revenues for each respective year 1973 and 1974.

Party of the First Part hereby specially contracts and obligates itself to, at any time same may become necessary, pass and enter of record such orders as may be proper and necessary to legalize and facilitate the payment of all sums due Parties of the Second Part.

Said Parties of the Second Part further agree that in no way will the said Titus County be obligated to said Pritchard and Abbott, or their assistants, for salaries, expense, or material, except as above stated.

WITNESS our hands in duplicate this the 12 day of June A. D., 1972.

COUNTY OF TITUS, TEXAS
Party of the First Part.

By /s/ John W. Mason
County Judge

Rayford Taylor
Commissioner, Precinct #1

/s/ Bert B. Parr
Commissioner, Precinct #2

T. O. Raney
Commissioner, Precinct #3

Dan Bynum
Commissioner, Precinct #4

ATTEST:

Allen LaPrade
County Clerk, Titus County, Texas

PRITCHARD & ABBOTT
Parties of the Second Part.

By Sam Reeves

COPY OF APPOINTMENT
COUNTY HEALTH OFFICER

I, John W. Mason do hereby certify that on 12th day of June, 1972 the Commissioners' Court of Titus County, duly appointed Lee. D. McKellar M. D.; the County Health Officer of Titus County, whose term shall begin on June 1, 1972 and end on July 1, 1973, unless said officer is removed by law.

Signed /s/ John W. Mason, County Judge

THE STATE OF TEXAS

OATH OF OFFICE

I, Lee D. McKellar, M. D., do solemnly swear (or affirm), that I will faithfully execute the duties of the office of County Health Officer of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

/s/ Lee D. McKellar M. D.

203 W. 20th. St., Mt. Pleasant, Tex. 75455

SWORN TO and Subscribed before me this 6 day of June, 1972.

(SEAL)

Pat Powell, Notary Public,

Titus County, Texas.

BE IT REMEMBERED that the Commissioners' Court of Titus County, Texas met in regular session on the 12th day of June, 1972, after due notice to all members. The following were present:

John W. Mason	County Judge
Rayford Taylor	Comm., Prec. No. 1
Bert B. Parr	Comm., Prec. No. 2
T. O. (Buck) Raney	Comm., Prec. No. 3
Dan Bynum	Comm., Prec. No. 4
Allen LaPrade	County Clerk

Absent: None.

Commissioners Parr offered resolution providing for amendment to agreement covering the construction and maintenance of county roads, railroad structures and approaches near the Monticello Steam Electric Station between Industrial Generating Company and Titus County, Texas, a copy of which is attached, and moved its adoption; and which was seconded by Commissioner Raney.

After a discussion and upon a vote, all voted "Aye" and none voted "No"; and the County Judge declared the resolution adopted.

The above and foregoing are true and correct copies of resolution and the attachments.

(SEAL)

Allen LaPrade, County Clerk,

Titus County, Texas.

AMENDMENT TO

AGREEMENT COVERING THE CONSTRUCTION AND MAINTENANCE OF
COUNTY ROADS, RAILROAD STRUCTURES AND APPROACHES NEAR THE
MONTICELLO STEAM ELECTRIC STATION

between

INDUSTRIAL GENERATING CO.

and

TITUS COUNTY, TEXAS

WHEREAS, under date of January 5, 1971, Industrial Generating Company and Titus County entered into an

COPY OF APPOINTMENT
COUNTY HEALTH OFFICER

I, John W. Mason do hereby certify that on 12th day of June, 1972 the Commissioners' Court of Titus County, duly appointed Lee. D. McKellar M. D.; the County Health Officer of Titus County, whose term shall begin on June 1, 1972 and end on July 1, 1973, unless said officer is removed by law.

Signed /s/ John W. Mason, County Judge

THE STATE OF TEXAS

OATH OF OFFICE

I, Lee D. McKellar, M. D., do solemnly swear (or affirm), that I will faithfully execute the duties of the office of County Health Officer of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

/s/ Lee D. McKellar M. D.

203 W. 20th. St., Mt. Pleasant, Tex. 75455

SWORN TO and Subscribed before me this 6 day of June, 1972.

(SEAL)

Pat Powell, Notary Public,

Titus County, Texas.

BE IT REMEMBERED that the Commissioners' Court of Titus County, Texas met in regular session on the 12th day of June, 1972, after due notice to all members. The following were present:

John W. Mason	County Judge
Rayford Taylor	Comm., Prec. No. 1
Bert B. Parr	Comm., Prec. No. 2
T. O. (Buck) Raney	Comm., Prec. No. 3
Dan Bynum	Comm., Prec. No. 4
Allen LaPrade	County Clerk

Absent: None.

Commissioners Parr offered resolution providing for amendment to agreement covering the construction and maintenance of county roads, railroad structures and approaches near the Monticello Steam Electric Station between Industrial Generating Company and Titus County, Texas, a copy of which is attached, and moved its adoption; and which was seconded by Commissioner Raney.

After a discussion and upon a vote, all voted "Aye" and none voted "No"; and the County Judge declared the resolution adopted.

The above and foregoing are true and correct copies of resolution and the attachments.

(SEAL)

Allen LaPrade, County Clerk,

Titus County, Texas.

AMENDMENT TO
AGREEMENT COVERING THE CONSTRUCTION AND MAINTENANCE OF
COUNTY ROADS, RAILROAD STRUCTURES AND APPROACHES NEAR THE
MONTICELLO STEAM ELECTRIC STATION

between

INDUSTRIAL GENERATING CO.

and
TITUS COUNTY, TEXAS

WHEREAS, under date of January 5, 1971, Industrial Generating Company and Titus County entered into an

agreement concerning the construction and maintenance of county roads, railroad structures and approaches near the Monticello Steam Electric Station, reference to which is here made; and

WHEREAS, Texas Utilities Services, Inc. is now the contracting company in place of Industrial Generating Company; and

WHEREAS, it is necessary that a small segment of the county road running from Monticello to Winfield be relocated on account of being flooded by waters from a lake now being constructed in connection with the Monticello Steam Electric Station (herein called Thompson's Curve); the portion to be relocated being shown one one (1) sheet of drawing hereto attached, dated 5-19-72, and marked "MF-10"; and also attached are three (3) pages of "Specification MF 10", which, along with said drawing, sets out the work to be done in relocating and rebuilding said road; and

WHEREAS, the Commissioners' Court of Titus County desires to contract for the relocation and rebuilding of said road:

NOW THEREFORE Be it known that Titus County, acting by and through its Commissioners' Court (hereinafter called County or Contractor), and Texas Utilities Services, Inc. (herein called Utility), agree and covenant with each other as follows:

(1) County approves the relocation and rebuilding of said segment of the county road as a necessary public improvement.

(2) Utility will provide at its expense the right-of-way on which the road is to be relocated and built; and will, on completion, convey the relocated portion to Titus County by easement 50 feet in width.

(3) Titus County will build said road in accordance with the specifications, and at the location shown, furnishing all labor, materials and machinery, except such as Utility agrees to furnish as shown in "Specifications MF-10", completing same on or before October 1, 1972, and for which Utility will pay to County TWELVE THOUSAND SEVEN HUNDRED FIFTY (\$12,750.00) DOLLARS as follows:

- \$ 800.00 when clearing is finished and material disposed of;
- \$5,000.00 when grading is complete and culverts installed;
- \$4,000.00 when base course is completed;
- \$1,950.00 when surfacing is completed; and
- \$1,000.00 when road is accepted by County.

(4) Utility will, from time to time, furnish such engineering and other technical advice as County may request in said job.

(5) County agrees upon completion of the relocated road that County will, through its Commissioners' Court, abandon as a part of its county road system the portion of the said "Existing County Road" shown on Plat "MF-10" as it will then be no longer needed or usable, and County will thereafter maintain the relocated portion.

(6) Utility will construct and maintain such fences along the relocated road as it desires, and there shall be no obligation on the part of County to construct or maintain such fences.

(7) During construction, County will provide such detours, barricades, warning signs, signals and flagmen as may be necessary to adequately inform the traveling public of the work under way.

IN TESTIMONY WHEREOF, parties have caused this agreement to be executed in duplicate by authorized officers.

ATTEST:
E. E. Fonville
Secretary

(SEAL)

TEXAS UTILITIES SERVICES, INC.
By: /s/ J. L. Forbis
Vice President

Dated: 5/30/72

ATTEST:
Allen LaPrade
County Clerk

(SEAL)

TITUS COUNTY
By: /s/ John W. Mason
County Judge

Relocation of County Road West of Lake

Tusl

SPECIFICATION MF 10

1. Contractor will furnish all machinery, materials, equipment, superintendence and labor necessary to accomplish clearing and grubbing for a minimum of 50 feet of right-of-way for the road and additional width if required by cut or fill. Fences, posts and poles shall be removed completely and all trees cut flush to the ground. Grubbing shall consist of removal and disposal of all roots larger than 4" in diameter and all stumps to a depth of 2' below existing ground. The material cleared and grubbed shall be completely removed from the property or burned within the cleared area. All usable timber will become the property of the Contractor.
2. The areas designated to receive embankment or to be excavated shall be stripped of 4 inches of soil, which shall be disposed of in a manner satisfactory to the Agent.
3. All roadway excavation and corresponding embankment construction shall conform to the established alignment and shall present a finished grade which is satisfactory to the Agent and to the County Commissioners of Titus County. Embankment shall be constructed in successive layers for the full width of the roadway cross section. The depth of layers prior to compaction shall depend on the type of spinkling and compacting equipment used. The embankment shall be sprinkled or dried as required to provide not less than optimum moisture and compacted to the extent necessary to provide not less than 95 percent density as defined by Standard Proctor Compaction Test AASHO T-180. Embankment adjacent to culverts which is too close to be compacted by use of blading and rolling equipment shall be compacted by means of mechanical compaction to the density specified above.
4. The flexible base shall consist of a foundation course for surface course and shall be composed of iron ore material with or without sand which shall not contain an excess of free clay. Material deposited upon the subgrade shall be spread and shaped the same day. The Flexible base shall be compacted to 100 percent density as determined by the Standard Proctor Compaction Test AASHO T-180. The base shall be smooth and any irregularities corrected by loosening, adding or removing material, reshaping and recompacting by sprinkling and rolling. The base on the existing county road may be salvaged for part or all of the flexible base.
5. The surface of the road shall consist of a mixture of asphalt and sand similar to the road on each side of this relocated section, and placed in a manner similar to the usual method of surfacing roads in Titus County. The surface shall be agreed as satisfactory by the Agent and representatives of the county court. The surface of the existing county road may be salvaged for all or part of the surfacing of this road.
6. The vertical curves shown on the profile are to be used as a guide. The Contractor shall establish a smooth grade with a minimum crown grade of elev. 345.
7. The culvert pipes shown on the drawing will be furnished by the Agent. Contractor shall install it to the lines and grades shown on the plans. Any pipe damaged by the Contractor shall be replaced at his own expense. Backfilling of the metal pipe is a critical phase of the construction, and strict adherence to the construction methods is required. After the pipe structure has been completely assembled on the proper line and grade, selected material from excavation shall be placed along both sides of the completed structures equally in uniform layers and thoroughly compacted to the density requirements as specified for the adjoining sections of embankment.

Furnished by Agent:

1. Corrugated steel pipe culverts (Bitumastic coated) for locations shown on the drawing.
2. Engineering services to establish an offset centerline and grades as shown on the drawing.
3. Services of a soils laboratory to perform all soils tests to control compaction.

For plat and drawing on above specifications see original Commissioners Court Minutes for June, 1972.

AGREEMENT BETWEEN BOWIE COUNTY AND TITUS COUNTY, TEXAS

THE STATE OF TEXAS ()
COUNTY OF BOWIE ()

This agreement made on the 19th day of May, 1972 by and between Bowie County, Texas and Titus County, Texas for the use of the Texarkana-Bowie County Juvenile Court Center, hereinafter called the Detention Center.

The Detention Center will accept from Titus County, boys age 10-16 and girls 10-17, that the Juvenile Court of Titus County request detained. Prior to the acceptance of the child a Detention Order must be signed by the Juvenile Judge of Titus County, and a copy of the Order must accompany the child at the time of admittance to the Detention Center.

A child will not be detained by the Detention Center for a period of more than ten (10) days unless prior to the expiration of said ten day period, a new Detention Order is signed by the Juvenile Judge of Titus County, and a copy of the Order is received by the Detention Center.

The release of the child must be by order of the Judge of the Juvenile Court or his authorized agent and confirmed in writing by said Juvenile Judge of his authorized agent.

The Detention Center will provide these services and accommodations normally afforded to children from Bowie County at a cost to Titus County of five (\$5.00) per day. This cost does not include hospital or other medical treatment that is not normally provided by the Detention Center. The referring county will be billed at the end of each calendar month for the number of children detained during the month. Remittance will be made to the Bowie County Treasurer, Bowie County Courthouse, New Boston, Texas.

Children from Bowie County, Texas, will have priority for the available space at the Detention Center and the referrals from other counties will be taken as space is available.

Agreed to and Signed on this the 19th day of May, 1972.

John W. Mason, County Judge,
Titus County, Texas.

Robert L. Dalby, County Judge,
Bowie County, Texas.

The above and foregoing minutes were read and approved for June on this the 30th day of June, 1972.

John W. Mason
County Judge, Titus County, Texas.

Allen LaPrade
County Clerk, Titus County, Texas.

REGULAR SESSION

LET IT BE REMEMBERED THAT THE TITUS COUNTY COMMISSIONER'S COURT met in regular session on Monday July 10, 1972 at 9:00 o'clock A. M. in the county courthouse in Mt. Pleasant. The following members were present:

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

County Judge
Commissioner Precinct #2
Commissioner Precinct #3
Commissioner Precinct #4
County Clerk

IN THE MATTER OF PAYING MONTHLY BILLS FOR JUNE:

Motion made by Commissioner Raney and seconded by Commissioner Parr to pay county bills for the month of June. Motion carried.

IN THE MATTER OF APPROVING MONTHLY REPORTS:

Motion made by Commissioner Bynum and seconded by Commissioner Parr to approve monthly reports including treasurer's 2nd quarterly report. Motion carried.