

William Wayne Landrum	County Judge
Rayford Taylor	Commissioner Precinct #1
Bert B. Parr	Commissioner Precinct #2
Hubert Martin	Commissioner Precinct #3
Dan Bynum	Commissioner Precinct #4
Allen LaPrade	County Clerk

Absent: None.

Commissioner Parr offered the following resolution and moved its adoption, and which was seconded by Commissioner Taylor, to-wit:

"WHEREAS, on the 7th day of May, 1973, an agreement was entered into by and between Texas Utilities Services, Inc. (herein called Utility) and Titus County, providing for the modification of a small segment of the existing county road and bridge crossing Smith Creek in the upper reaches of the Monticello Reservoir, which relocation was shown on an exhibit attached to the agreement; said agreement providing for Utility to relocate and rebuild the said county road and bridge at its expense in accordance with plans and specifications agreed to by said parties; and

WHEREAS, Utility has at its expense made or caused to be made and completed the said improvements in accordance with the plans, agreement and specifications; and

WHEREAS, the said improvements have been inspected by the Commissioner's Court of Titus County, Texas, and the Court has found same to be completed in all respects in accordance with the plans, agreement and specifications:

NOW THEREFORE

BE IT RESOLVED by the Commissioner's Court of Titus County, Texas, that:

- (1) The Commissioner's Court, for and on behalf of Titus County, accept the relocated and reconstructed county road, bridge, and all appurtenances and does hereby, in all things, discharge Texas Utilities Services, Inc., its agents, servants, employees or contractors, from further obligation to Titus County on said project;
- (2) Titus County agrees that hereafter it will be solely responsible for the future maintenance of said road, bridge and appurtenances; and
- (3) Titus County does hereby abandon, as a part of the county road system, such portions of the county road in the area in question as has been replaced and/or relocated under and by virtue of said agreement, which may or might lie outside of the relocated and rebuilt road and bridge as such portions lying outside of the relocated and rebuilt road and bridge are no longer needed as a part of the county road system, nor necessary for the traveling public."

Upon a vote, all voted "Aye" and none voted "No", and the County Judge declared the resolution adopted.

TITUS COUNTY

ATTEST:

BY /s/ William Wayne Landrum
County Judge

/s/ Allen LaPrade
County Clerk

The above and foregoing minutes were read and approved for August on this the 31st day of August, 1973.

William Wayne Landrum
William Wayne Landrum, County Judge
Titus County, Texas

Attest: Allen LaPrade
Allen LaPrade, County Clerk

REGULAR SESSION
September 10, 1973

BE IT REMEMBERED that the Commissioner's Court of Titus County, Texas, met in regular session on September 10, 1973 after due notice to all members. The Following were present:

William Wayne Landrum	County Judge
Rayford Taylor	Commissioner Precinct #1
Bert B. Parr	Commissioner Precinct #2
Hubert Martin	Commissioner Precinct #3
Dan Bynum	Commissioner Precinct #4
Allen LaPrade	County Clerk

Absent: None

In the Matter of Paying County
Road Hands

Motion by Commissioner Taylor and Seconded by Commissioner Bynum to pay County Road Hands upon approval of County Auditor. Motion Carried.

In the Matter of Approving Monthly
Bills & Officers Expense Accounts

Motion by Commissioner Martin and Seconded by Commissioner Parr to pay monthly bills and officers expense accounts upon approval of county auditor. Motion carried.

In the Matter of Approving Officer's
Monthly Reports

Motion by Commissioner Parr and Seconded by Commissioner Taylor to approve officer's monthly reports.
Motion carried.

In the Matter of Purchasing Flashing
Lights and Sirens for Sheriff Department

Motion by Commissioner Parr and Seconded by Commissioner Martin to authorize Sheriff John W. Terrell to purchase two (2) model 28 Sirens and two (2) Heavy duty Roof mounting bar flashing lights for Sheriff's cars, purchase to be made from Law Enforcement equipment Co. Motion carried.

In the Matter of Advertising for
Low Boy Traylor for Precinct #1

Motion by Commissioner Taylor and seconded by Commissioner Parr that County Auditor Advertise for bids on (1) Low Boy Traylor for Precinct No. 1. Motion carried.

In the Matter of Employment of Amber Cody
Secretary for Veteran's Office

Motion by Commissioner Taylor and seconded by Commissioner Martin to approve employment and salary for Amber Cody. Employment of Amber Cody to be from September 4, 1973 through June 30, 1974, and salary to be set at \$162.00 per month, plus fringe benefits which are to be paid from a grant from Council of Government. Said grant to be deposited in officer's salary fund from which Amber's salary will be paid. Motion carried.

In the Matter of Appointing Alternate Election Judge
for Talco Precinct 3, Box No. 9

Motion by Commissioner Martin and seconded by Commissioner Taylor to appoint Vivian Westbrook as alternate Election Judge for Talco Precinct #3, Box No.9. Motion carried.

"BIDS"

SPECIALITY APPLICATIONS INC.
147 Pittsburg Street - Dallas, Texas 75207 - 741-7354

Proposal of Speciality Applications, Inc. doing business as _____ or a partnership
consisting of _____

TO: TITUS COUNTY COMMISSIONERS COURT
TITUS COUNTY, TEXAS
MT. PLEASANT, TEXAS

GENTLEMEN:

The undersigned hereby proposes to furnish all labor and materials, tools, and necessary equipment for the construction of a new masonry and frame Office Building, at the location set out by the plans and specifications and in strict accordance with the Contract Documents as prepared by Louis B. Gohmert, Architect.

The undersigned hereby declares that he has visited the site and has carefully examined the plans, specifications and contract documents relating to the work covered by his bid, that he agrees to do the work and that no representations made by the Titus County Commissioner's Court or the Architect are in any sense a warranty, but are mere estimates for the guidance of the Contractor.

Upon receipt of notice of the acceptance of the bid, we will execute the formal Contract within ten (10) days, and will deliver a Surety Bond for the faithful performance of the Contract. The bid security attached, without endorsement, in the sum of 5% of bid.

BID PROPOSAL FOR COUNTY CONTRACT, continued

It is to become the property of Titus County, Texas in the event the Contract and Bond are not executed within the time above set forth, as liquidated damages for the delay and additional work caused thereby. Number of Signed Sets of Documents: The Contract and all Bonds will be prepared in not less than three counterpart (original signed) sets.

Time of Completion: The undersigned agrees to complete the work within 120 consecutive calendar days from the date designated by a work order.

BASE BID: Twenty-seven thousand and twenty-one dollars. (27,021.00).

Respectfully submitted,

/s/ Bonnie Howell

By _____ General Manager _____

147 Pittsburg, Dallas
(business address complete)

(Seal - if bidder a corporation)

THE FORWARD CORPORATION
Engineers & Constructors

August 28, 1973

Titus County Commissioner's Court
Titus County, Texas
Mt. Pleasant, Texas

Ref: Titus County Office Building
Additions and Alterations

Gentlemen:

We propose to furnish all labor and materials, tools, and necessary equipment for the construction of a

new masonry and frame office building, at the location set out by the plans and specifications and in strict accordance with the Contract Documents as prepared by Louis B. Gohmert, Architect.

We have visited the site and have carefully examined the plans, specifications and contract documents relating to the work covered by our bid, agree to do the work, and agree that no representations made by the Titus County Commissioner's Court or the Architect are in any sense a warranty, but are mere estimates for our guidance.

Upon receipt of notice of the acceptance of our bid, we will execute the formal Contract within Ten (10) days, and will deliver a Surety Bond for the faithful performance of the Contract. The bid security attached, without endorsement, in the sum of five per cent (5%), is to become the property of Titus County Texas, in the event the Contract and Bond are not executed within the time above set forth, as liquidated damages for the delay and additional work caused thereby.

Time of Completion: We agree to complete the work within (90) consecutive calendar days from the date designated by a Work Order.

Base Bid: Seventeen Thousand One Hundred Seventy Six & No/100 Dollars, (\$17,176.00)

Very truly yours,

/s/ H. Larry Simpson

HLS:nb

(The Contractors shall copy and fill out this form on his letterhead and submit with Bidders Bond in sealed envelope.)

BID PROPOSAL FOR COUNTY CONTRACT

Date: Aug. 28, 1973

Proposal of J. W. Dillard doing business as J. W. Dillard Gen. Cont.

TO: TITUS COUNTY COMMISSIONERS COURT
TITUS COUNTY, TEXAS
MT. PLEASANT, TEXAS

GENTLEMEN:

The undersigned hereby proposes to furnish all labor and materials, tools, and necessary equipment for the construction of a new masonry and frame Office Building, at the location set out by the plans and specifications and in strict accordance with the Contract Documents as prepared by Louis B. Gohmert, Architect.

The undersigned hereby declares that he has visited the site and has carefully examined the plans, specifications and contract documents relating to the work covered by his bid, that he agrees to do the work and that no representations made by the Titus County Commissioner's Court or the Architect are in any sense a warranty, but are mere estimates for the guidance of the Contractor.

Upon receipt of notice of the acceptance of the bid, we will execute the formal Contract within ten (10) days, and will deliver a Surety Bond for the faithful performance of the Contract. The bid security attached, without endorsement, in the sum of one thousand six hundred and forty-eight dollars and eighty cents (\$1,648.80).

BID PROPOSAL FOR COUNTY CONTRACT; continued

It to become the property of Titus County, Texas in the event the Contract and Bond are not executed within the time above set forth, as liquidated damages for the delay and additional work caused thereby.

Number of Signed Sets of Documents: The Contract and all Bonds will be prepared in not less than three counterpart (original signed) sets.

Time of Completion: The undersigned agrees to complete the work within 120 consecutive calendar days from the date designated by a Work Order.

Base Bid: Sixteen thousand four hundred and eighty-eight dollars and no cents dollars. (\$16,488.00)

Respectfully submitted,

/s/ J. W. Dillard Bldg.

BY James Dillard

P.O. Box 651, Mt. Pleasant, Texas 75453
(business address complete)

(Seal - if bidder a corporation)

UNITED STATES FIDELITY AND GUARANTY COMPANY
Baltimore, Maryland

BID BOND

Bond Number _____

KNOW ALL MEN BY THESE PRESENTS:

THAT James Dillard of Mt. Pleasant, Texas as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a Maryland corporation, as Surety, are held and firmly bound unto County of Titus as Oblige, in the full and just sum of 10% of the amount bid Dollars, lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its proposal Construction of State Welfare Office

Building.

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, in no event shall the Surety's liability exceed the penal sum hereof.

Signed, sealed and delivered August 27, 1973.

/s/ James Dillard (SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

/s/ Thomas C. Walker Jr.
Attorney - In - Fact

September 10, 1973

Honorable County Judge
and Commissioner's Court
Titus County
Mt. Pleasant, Texas

Gentlemen:

We are pleased to submit the following bid on your machinery with the following equipment:

- 1 1/2 Cu. Yd. Bucket;
- Dry Type Air Cleaner with Indicator;
- Hour Meter;
- Ammeter;
- Fuel Gauge;
- Oil Pressure Gauge-Engine;
- Oil Pressure Gauge-Torque Converter;
- Temperature Gauge-Engine
- Temperature Gauge-Torque Converter
- 55 AMP Alternator;
- 12 Volt Direct Electric Starting;
- Two Headlights;
- Two Rear Worklights;
- Stop, Turn, Warning and Taillights;
- Full Power Shift Transmission;
- Hydraulic Power Brakes;
- Mechanical Parking Brakes;
- 40° Articulated Steering;
- 16.9 X 24 (10 Ply) Tires;
- Counterweight;
- Price F.O.B. Mt. Pleasant, Texas \$21,450.00

Delivery: From Stock

We are enclosing descriptive literature on the 840 Articulated Loader; and pledge the best in service should you favor us with an order.

Sincerely yours,
GEORGE P. BANE, INC.

/s/ T.D. Whitaker
T.D. Whitaker
Sales Manager

TDW:ci
ENC.
ACCEPTED:

DARR EQUIPMENT CO.

September 7, 1973

Address: Box 7070
Longview, Texas

Delivery: Approximately 45 days

To: Titus County
Precinct #4
Mt. Pleasant, Texas

F.O.B. Titus County

Terms: To be agreed on.

Signed: /s/ Jess Turner

QUANTITY: 1

New Caterpillar Model 920 wheel loader with Caterpillar power shift transmission, single phase torque converter, single lever shift control, four (4) speeds forward and three (3) reverse, four (4) wheel drive with planetary reduction in each wheel, four (4) wheel caliper disc brakes, hydraulic air actuated separate brake circuit for front and rear axle, automatically applied emergency brake, manual parking brake, articulated frame steering with full hydraulic power, enclosed and filtered hydraulic system, automatic bucket positioner, 1 1/2 cu. yd. general purpose bucket, bucket teeth, counterweights, drawbar, fenders, vandal protection group, 15.5 X 25, 12 P.R. tubeless tires.
ENGINE: Caterpillar 4-cylinder diesel engine, 625 cu. in. displacement, 80 net flywheel H.P. @ 2200 R.P.M., blower fan, fuel priming pump, dry type air cleaner, muffler, service meter, and 24-volt direct electric starting.

WEIGHT----- 17,300 lbs.
PRICE F.O.B. Titus County----- \$21,900.00

HOLMAN - BENNETT - PHILLIPS

September 7, 1973

Honorable County Judge & Commissioner's Court
Titus County Pct. #4
Mount Pleasant, Texas 75455

Gentlemen:

We are pleased to submit our bid for the machinery requirements of Titus County Pct. #4 as follows:

1-Case Model W14-with 4 wheel drive, articulated front end loader, 93 H.P. diesel engine, 15.5 X 25 10 ply tires front and rear, torque converter, power shift with 4 forward speeds and 2 reverse, power steering, 1 1/2 cu. yd. loader bucket, planetary drive in each wheel, torque proportioning differentials both front and rear, center pivot, rear wheels track front, soft shift single lever control, in line linkage, modulated clutch, walk-through operator's compartment, air over hydraulic brakes.

Complete and ready to operate \$25,844.00

Less special discount to Titus County \$ 1,000.00

Delivered to Titus Co. for a net difference
of. \$24,844.00

Thank you for the opportunity to quote on the machinery needs of Titus County Pct. #4.

Yours very truly,

HOLMAN-BENNETT-PHILLIPS EQUIPMENT COMPANY, INC.

/s/ J. R. Hobbs

ACCEPTED: Judge: /s/ William Wayne Landrum Pct. 3: /s/ Hubert Martin
Pct. 1: /s/ Rayford Taylor Pct. 4: /s/
Pct. 2: /s/ Bert B. Parr

In the Matter of Accepting Bids
on County Building

Motion by Commissioner Taylor and seconded by Commissioner Parr: to accept bid of J.W. Dillard, Mt. Pleasant, Texas in the amount of \$16,488.00 for annex to county building located at 203 E. 11th St., Mt. Pleasant, Texas. Motion carried.

In the Matter of Accepting Bid for
Front End Loader, Precinct #4

Motion by Commissioner Bynum and seconded by Commissioner Martin to accept bid of Holman-Bennett-Phillips Equipment Co. P.O. Box 3295, Tyler, Texas in the amount of \$24,844.00 for one (1) front end loader for Precinct #4. Motion carried.

Bid-Painting at County Jail

Clean and parch kitchen, dinish room, and storage room, Panther's Shem Coat. 2 Coats on wall and ceiling, 2 coats all wood work, window, and doors, and shelves. S.W.P. Paint
Sum \$382.00

/s/ Bud Sellers

Motion by Commissioner Martin and seconded by Commissioner Parr to accept the above bid for painting at county jail. Motion carried.

IN THE MATTER OF APPROVING TAX ROLL FOR
1973

Motion by Commissioner Taylor and seconded by Commissioner Bynum to approve Titus County Tax Roll for 1973. Motion carried.

SPECIAL SESSION
SEPTEMBER 21, 1973

BE IT REMEMBERED that the Commissioner's Court of Titus County, Texas, met in regular session on September 10, 1973 after due notice to all members. The following were present:

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|-----------------------|--------------------------|
| William Wayne Landrum | County Judge |
| Rayford Taylor | Commissioner Precinct #1 |
| Bert B. Parr | Commissioner Precinct #2 |
| Hubert Martin | Commissioner Precinct #3 |
| Dan Bynum | Commissioner Precinct #4 |
| Allen LaPrade | County Clerk |

Absent: None