

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. 1: /s/ Rayford Taylor  
Pct. 2: /s/ Bert B. Parr

Pct. 3: /s/ Hubert Martin  
Pct. 4: /s/

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 Show 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:

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

Absent: None

## IN THE MATTER OF PAYING ROAD HANDS

Motion by Commissioner Taylor and seconded by Commissioner Bynum to pay road hands upon approval of County Auditor. Motion carried.

## IN THE MATTER OF AIR CONDITIONING OF COUNTY BUILDING

Motion by Commissioner Parr and seconded by Commissioner Martin to accept County's share of \$850.00 in air conditioning the Titus County Office Building. Motion carried.

IN THE MATTER OF REMOVAL AND CLEANING BRICKS  
ON ADDITION TO WELFARE OFFICE

## "AGREEMENT"

J.W. DILLARD BLDG.  
P.O. BOX 651  
MT. PLEASANT, TEXAS

Mr. William Landrum  
County Judge  
Titus County Courthouse  
Mt. Pleasant, Texas

DEAR Mr. Landrum:

It is agreed that the brick removal and cleaning of brick on the addition to the present Welfare Office will be done on an hourly basis according to the following schedule, plus 15%:

Kenneth Counts-----	\$4.25
Clyde Thompson-----	3.25
Jude Wilbanks-----	3.25
Monk Elliott-----	3.25
Howard Newman-----	5.00

It is also understood that the brick will be covered with visqueen, and any existing exposed areas.

Yours truly,

/s/J.W. Dillard

J.W. DILLARD  
J.W. DILLARD, BLDG.

Motion by Commissioner Parr and seconded by Commissioner Taylor to approve above agreement. Motion carried.

## BID OF BUD SELLARS, PAINTING AT COUNTY JAIL

Titus County Jail

Paint living quarters. 2 coats  
Paint outside all windows and door, all wood work, all bars on windows; 2 coats in side jail all walls and windows and door; 1 coat, 2 coats where needed.  
Sum \$1,960.00

Bud Sellars

IN THE MATTER OF ACCEPTING BID  
FOR PAINTING AT COUNTY JAIL

Motion by Commissioner Parr and seconded by Commissioner Taylor to accept bid of Bud Sellars in the amount of \$1,960.00 for painting at Titus County Jail. Motion carried.

## BID FOR ONE 3 AXLE TRAILOR FOR PRECINCT #1

September 19, 1973

Commissioner's Court  
Titus County  
Precinct 1  
Mt. Pleasant, Texas 75455

Gentlemen:

We are pleased to submit the following bid for your consideration:

1 Totem-All 69 Pan, 3 Axle Trailer  
Net Bid \$1,900.00

Sincerely,  
Blackstone Equipment Company  
/s/ George Blackstone

## IN THE MATTER OF ACCEPTING BID OF BLACKSTONE EQUIPMENT CO.

Motion by Commissioner Taylor and seconded by Commissioner Parr to accept bid of Blackstone Equipment Co. for one (1) Totem-All 69 Pan, 3 axle trailer for Prec. #1 in the amount of \$1900.00. Motion carried.

STATE OF TEXAS  
COUNTY OF TITUS  
COUNTY OF TEXAS

FOOD STAMP CONTRACT

"The Food Stamp Act of 1964," codified as Title VII, Sections 2011 et seq., United States Code Annotated, as amended, authorized the distribution of foods through a cooperative federal-state program to be operated through normal channels of trade. This federal law authorized the Secretary of Agriculture to promulgate rules and regulations for the purpose of carrying out the functions and responsibilities imposed on the State Welfare Departments in setting up the Food Stamp Programs.

Article 695c, Vernon's Texas Civil Statutes, as amended, and other related laws authorize the Texas State Department of Public Welfare, hereinafter referred to as the Department, to administer the Food Stamp Program. Under Senate Bill No. 1, Third Called Session, 62nd Legislature, State of Texas, 1972, in Article III, page 169, item 24, and under House Bill No. 139, Regular Session, 63rd Legislature, State of Texas, 1973, in Article II, page 52, the Department is designated as the State agency to establish and operate a statewide Food Stamp Program.

The Department and the undersigned County, hereinafter referred to as the County, agree to enter into this contract to effectuate the implementation of statewide Food Stamp Program.

I.

It is understood and agreed that the agreement embodied in Form 500 W now in effect should continue until the commodity inventory has been transferred to the designated site as prescribed in Article V, infra, at which time said agreement shall be terminated. Any other previous agreement and all amendments thereto which have been entered into between the County and the Department pertaining to the program for the distribution of USDA donated commodities is hereby superseded.

II.

The Department will assume total responsibility for the operation of the Food Stamp Program in the County on the effective date of this contract, and, after implementation of the State-operated program in the County, the Department will be totally responsible for the operation of the Food Stamp Program in the County.

III.

The County agrees to remain liable to the Department and the United States Government for any substantiated claim for loss or damage sustained prior to the effective date, as a result of any violation of the applicable federal or State law or regulations, or of any failure to fully account for donated foods received in connection with the Commodity Distribution Program, and on demand to pay the amount due as a result of such loss or damage. It is expressly understood and agreed that, by entering into this contract, the County is in no way relieved of any liabilities or claims, including claims resulting from audit exceptions, which may be levied against the County due to its participation in the Commodity Distribution Program prior to the effective date.

IV.

It is expressly understood and agreed that the Department is not obligated to employ any of the personnel currently employed in the County in connection with the Commodity Distribution Program when the Department assumes operation of the Food Stamp Program. The Department may, at its discretion, employ those Commodity Distribution Program employees who meet appropriate Merit System standards. As to such employees, if any, it is further expressly understood that the Department assumes no responsibility to credit or reimburse such employees for vacation or sick leave accrued but unused by them prior to the effective date of this contract.

V.

It is agreed that when the Department begins operation of the Food Stamp Program on the effective date, representatives of the Department will conduct an inventory of all USDA donated commodities received by the County in connection with the Commodity Distribution Program which have not been distributed by the County. Said inventory will be delivered, at County governing authority expense, to the appropriate district warehouse designated by the Department or to an appropriate warehouse of another operating county Commodity Distribution Program.

VI.

The County agrees to maintain and retain supporting fiscal documents adequate to assure that claims for federal matching funds are in accord with applicable federal requirements.

Said documents shall be maintained and retained by the County for a period of Three (3) years after the date of submission of the final expenditure report. In the event that audit by or on behalf of the federal government occurs, documents will be retained until the resolution of audit questions.

VII.

For the faithful performance of the terms of this contract, the parties hereto in their capacities as stated, affix their signatures and bind themselves, effective the 1st day of November, 1973.

STATE DEPARTMENT OF PUBLIC WELFARE

Titus COUNTY  
COMMISSIONER'S COURT

BY /s/ E.W. Vowell  
R.W. Vowell, Commissioner

BY /s/ William Wayne Landrum  
COUNTY JUDGE

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

/s/ Rayford Taylor  
Commissioner, Precinct #1

/s/ Hubert Martin  
Commissioner, Precinct #3

/s/ Dan Bynum  
Commissioner, Precinct #4