

IN THE MATTER OF INSURANCE FOR JOHN JOHNSON, D.A. INVESTIGATOR

Motion by Commissioner Taylor and seconded by Commissioner Martin that John Johnson, Investigator for District Attorney's office, be classified as a County employee and that county pay 60% of the premium as per contract with Blue Cross-Blue Shield Ins. Co. Motion carried.

IN THE MATTER OF COUNTY AND CITY SHARING EXPENSE OF GARBAGE DISPOSAL

Motion by Commissioner Parr and seconded by Commissioner Taylor that the County participate with the city in connection with garbage disposal and that the county pay its fare share of the expense and up keep of the dump grounds. Motion carried.

IN THE MATTER OF SALARY FOR DEPUTIES SHERIFF'S OFFICE

Motion by Commissioner Bynum and seconded by Commissioner Martin to raise Chief Deputy to \$575.00 per month and regular deputies to \$350.00. Raise to be retroactive to June 1, 1974 upon approval of County Auditor. Motion carried.

IN THE MATTER OF RAISE OF SALARY FOR SHERIFF OFFICE DEPUTY

Motion by Commissioner Martin and seconded by Commissioner Bynum to raise sheriff's office deputy \$25.00 per month subject to approval of county auditor. Motion carried.

IN THE MATTER OF ACCEPTING BID FOR SEAMON MIXER FOR PRECINCT #4

Motion by Commissioner Parr and seconded by Commissioner Bynum to accept bid of \$4,750.00 for one Seamon Mixer for Precinct #4 from Dalbert Logan, Mt. Pleasant, Texas upon approval of county auditor. Motion carried.

**SPECIAL SESSION
JUNE 21, 1974**

BE IT REMEMBERED that the Titus County Commissioner's Court met in Special Session Friday, June 21, 1974 in the Titus County Courtroom at 9:00 A.M. with the following members present:

William W. 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

and the following proceedings were had, to-wit:

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 QUIT CLAIM DEED NEW HOPE BAPTIST CHURCH

Motion by Judge Landrum and seconded by Commissioner Taylor to approve Quit Claim deed for New Hope Baptist Church and allow payment of \$102.00 to be paid out of Right of Way Fund, upon approval of County Auditor. Motion carried.

IN THE MATTER OF CLOSING COURT HOUSE ON FRIDAY JULY 5TH

Motion by Commissioner Bynum and seconded by Commissioner Martin to close court house on July 5, 1974. Motion carried.

IN THE MATTER OF APPROVING REVENUE SHARING

Motion by Judge Landrum and seconded by Commissioner Parr to accept and publish Revenue Sharing allocation from July 1, 1974 through June 30, 1975. Motion carried.

PLANNED USE REPORT GENERAL REVENUE SHARING

General Revenue Sharing provides federal funds directly to local and state governments. The law requires each government to publish a report of its plans for the use of these funds to inform its citizens and to encourage their participation in deciding how the money ought to be spent. Within the purposes listed, your government may change this spending plan.

PLANNED EXPENDITURES		
	CAPITAL (B)	OPERATING MAINTENANCE (C)
1. Public Safety	\$33,000.00	\$21,200.00
2. Env. Protection		\$12,000.00
3. Public Transportation		\$47,440.00
4. Health		\$ 5,000.00
5. Financial Adm.		\$11,860.00
15. TOTALS	\$33,000.00	\$97,500.00

The Government of Titus County Anticipating a General Revenue Sharing payment of \$130,500 for the 5th entitlement period July 1, 1974 thru June 30, 1975. Plans to spend these funds for the purposes shown, Account No. 44 1 225 225, Titus County, County Judge, P.O. Box 372, Mt. Pleasant, Tx. (D) The news media have been advised that a copy of this report has been published in a local newspaper of general circulation. I have records documenting the contents of this report and they are open for public

scrutiny at the County Judge's Office, the County Judge's Office, Courthouse, Mt. Pleasant, Texas
 (E) ASSURANCES (Refer to instruction E)
 I assure the Secretary of the Treasury that the non-discrimination and other statutory requirements listed in Part E of the instructions accompanying this report will be complied with by this recipient government with respect to the entitlement funds reported hereon.

/s/ WILLIAM WAYNE LANDRUM
 William Wayne Landrum, County Judge, Titus County. 6/20/74

(F) AUDIT (Refer to instruction F)

1. Are your accounts audited:

YES

2. If, "YES", check one
 Certified Public Accountant
 Internal Auditor

3. Will audit of revenue sharing funds be made in accordance with ORS "Audit Guide and Standards for Revenue Sharing Recipients:?"

YES

(G) TAXES

How will the availability of General Revenue Sharing funds affect the tax levels of your jurisdiction? Check as many as apply.
 Will prevent increase in rate of major tax.
 Will prevent enacting a new major tax.

(H) PUBLICATION (Refer to instruction H)

The upper part of this report was published in the following newspaper on the stated date at a cost of _____
 NEWSPAPER: Mt. Pleasant Daily Tribune DATE PUBLISHED: June 23, 1974

IN THE MATTER OF APPROVING EASEMENT OF JAMES DOYLE FOSTER

Motion by Commissioner Taylor and seconded by Commissioner Parr to approve easement of James Doyle Foster et ux to Titus County, same to be recorded in Deed Records of Titus County, Texas. Motion carried.

RESOLUTION

STATE OF TEXAS

COUNTY OF TITUS

On this the 21st day of June, 1974, the Commissioner's Court of Titus County, Texas, convened in called session at the June term of said Court, at the Courthouse of the City of Mt. Pleasant, Texas, with the following members present, to-wit:

William Wayne Landrum, County Judge
 Rayford Taylor, County Commissioner Precinct No. 1
 Bart Parr, County Commissioner Precinct No. 2
 Hubert Martin, County Commissioner Precinct No. 3
 Dan Bynum, County Commissioner Precinct No. 4

And, among other proceedings had, the following order Passed:

WHEREAS, the Commissioner's Court of Titus County, Texas, is vitally interested in the rural development of Titus County, and whereas adequate water supplies to the rural area is critical to such development.

WHEREAS, The Commissioner's Court of Titus County, Texas, has considered the matter and deemed it appropriate to grant to the Tri-Water Corporation, a non-profit corporation, permission to use that portion of the County right-of-way for the installation of water lines and limited to the following:

- 1) when necessary,
- 2) the water lines will be installed on the back slope of the barchises. Any such water lines will be buried to a depth of four inches, and,
- 3) should it become necessary for highway expansion to remove the said lines, then the Tri-Water Corporation shall remove them at its own expense.

BE IT ORDERED, ADJUDGED and DECREED by the Commissioner's Court of Titus County, Texas: That as above and that this become a portion of the regular minutes of said court.

/s/ WILLIAM WAYNE LANDRUM
 William Wayne Landrum, County Judge

ATTEST:

/s/ ALLEN LAPRADE
 County Clerk

RESOLUTION

STATE OF TEXAS
 COUNTY OF TITUS

On this the 21st day of June, 1974, the Commissioners' Court of Titus County, Texas, convened in special session at the June term of said Court, at the Courthouse of the City of Mt. Pleasant, Texas with the following members present, to-wit:

William Wayne Landrum, County Judge
 Rayford Taylor, County Commissioner Precinct No.1
 Bert Parr, County Commissioner Precinct No.2
 Dan Bynum, County Commissioner Precinct No. 4

And, among other proceedings had, the following order passed:

WHEREAS, with the establishment of Monticello Lake County Park, an increase in traffic along the county road from the city of Monticello to the entrance of the park has caused an unsafe situation to arise.

WHEREAS, the Commissioners' Court of Titus County, Texas, has considered the matter and deemed it appropriate to after having complied with all statutory requirements to impose maximum speed limits and "NO PARKING" zones along the portion of said road and within the limits of the park; Now, Therefore,

Be it ORDERED, ADJUDGED, and DECREED by the Commissioners' Court of Titus County, Texas:

That there be established along the said county road from the city limits of Monticello to a point 100 yards beyond the entrance to the park a maximum speed limit of 25 m.p.h.

Be it further ORDERED that "No Parking" zones be established along said road consistent with safety.

Be it further ORDERED that there be established a maximum speed limit of 15 m.p.h. within the confines of the park.

/s/ WILLIAM WAYNE LANDRUM
 County Judge

ATTEST:

/s/ ALLEN LAPRADE
 County Clerk

AGREEMENT

THE STATE OF TEXAS X
 X
 COUNTY OF TITUS X

This agreement made and entered into this 31st day of March, 1974, be and between Dallas Power & Light Company, Texas Electric Service Company and Texas Power & Light Company, Texas corporations, hereinafter called "COMPANIES", and Titus County, Texas, hereinafter called "COUNTY,"

WITNESSETH:

WHEREAS, Companies own certain lands in Titus County, Texas, surrounding, adjacent to, and including Monticello Reservoir, hereinafter called "THE LAKE"; and

WHEREAS, Companies operate an electric generating station ("the Plant") on a portion of said lands and use the water of the Lake for cooling purposes and lands adjoining it for purposes incidental to the operation of the Plant; and

WHEREAS, County desires to lease a part of said land for use as a County Park.

NOW, THEREFORE, in consideration of the premises and one dollar (\$1.00) and other valuable consideration paid by County to Companies, the receipt of which is hereby acknowledged, and the covenants and agreements herein set out, the parties hereto agree as follows:

1.

Subject to the rights hereinafter reserved to Companies and the conditions set forth, and without Warranty, express or implied, as to title, Companies hereby lease unto County:

- (a) the land located in Titus County, Texas, shown in red on the map, which is attached hereto and made a part of this agreement, it being the intention of the parties that this lease shall cover and include the surface area of said lands to the water's edge, however, the level of the lake may hereafter fluctuate;
- (b) that area of the Lake shown in blue on Exhibit A and located outside the areas reserved for the exclusive use, control and jurisdiction of Companies.

The term "leased premises", as hereinafter used, includes both said area of land and that portion of the Lake described above.

This lease shall extend for a primary term of twenty-five years from the date hereof, and thereafter upon same terms and conditions hereof unless and until terminated upon two years' notice in writing from either party to the other.

2.

At the conclusion of the term of this lease, the leased premises shall be surrendered to Companies in their present condition, alteration or change, and reasonable wear and tear through the uses herein permitted, being excepted. The County shall have the right to remove any of their facilities within 90 days

after termination of the lease. Title to all remaining facilities or improvements then on the leased premises shall pass to the Companies without payment of any consideration therefor.

3.

Immediately from and after the execution and delivery of this lease, County shall assume, and have, exclusive jurisdiction and control over the land area hereby leased to County and shall be solely responsible for its condition and all activities thereon, including the ingress and egress of all persons to and from the leased premises and their actions thereon.

4.

The leased premises shall be used by County to establish a County park, and solely for recreational purposes. They shall be kept in a clean, sanitary and orderly condition. County shall determine and be the sole judge as to the nature and extent of the recreational facilities and services it deems proper to meet the public demand, and for the development, operation and maintenance of said facilities, either directly or through concession agreements, and shall decide what charges, including entrance and user fees, shall be made to persons using such facilities.

5.

The rights granted County by paragraph 1 above in apportion of this Lake shall be limited to a non-consumptive recreational use of the water in such portion of the Lake. No improvements or permanent facilities shall be placed in the Lake except for boat launching ramps and such other facilities as Companies may approve. Sanitary practices shall be adopted and enforced by County to prevent the pollution of its waters.

6.

County shall enforce all State and County laws applicable to persons using the Lake for recreational purposes and shall make all reasonable efforts to insure that all users of the Lake respect the buoy lines marking the areas reserved to Companies' exclusive jurisdiction.

7.

Companies shall retain exclusive control of the entire lake level, and may cause or permit its fluctuation up or down and shall not be responsible for any damage to the leased premises or improvements thereon caused by such fluctuation or by flooding or overflow; provided, however, Companies shall give County two (2) years' notice of any plans to change the level of the lake by the construction of a new spillway or dam.

8.

All areas shown on the attached map marked Exhibit A, other than the land identified in red and that portion of the Lake in which County is granted rights, are reserved to Companies and are not affected by the terms of this agreement.

9.

Buoy lines as shown on Exhibit A will be constructed and maintained by Companies at the approximate locations shown. Companies, however, reserve the right to relocate such buoy lines, and thus alter the area of the leased premises, at any time that they in their sole discretion deem such action necessary or advisable in connection with the operation of the Plant. It is understood, however, that at all times at least one-half of the surface area of the Lake shall be available for recreational purposes, and access to and from the Lake, to and from the park area, will be preserved to County.

10.

Companies retain the superior right to the use of all waters of the Lake as required in their judgment, for the property operation of the Plant. No warranty, express or implied, is given by Companies with respect to the quality, or quantity, of water now or at any time hereafter available for use by County in the Lake.

11.

In the event the leased premises or any portion thereof is taken through exercise of the power of eminent domain, or their is a conveyance of any such interest under threat of condemnation, the amount paid pursuant to the condemnation proceedings, or any amount paid upon voluntary conveyance under threat of condemnation, shall be paid to Companies so far as the value of the land or interest taken, or damage to the remainder, is concerned (there being no value assigned to the leasehold estate held by County under this agreement) and shall be divided between companies and County, in accordance with their interests, so far as improvements, and damage thereto, are concerned.

12.

County acknowledge that it is familiar with the leased premises and accepts them in their existing condition and agrees that Companies shall not be liable to County or to its employees, patrons or visitors for any injury to person (including death) or damage to property, caused by or resulting from the condition of the leased premises, or any danger or defect therein, or any building or other structure, placed by County thereon, being improperly constructed or out of repair or in a dangerous condition, and insofar as County has the legal authority to do so, it agrees to indemnify and hold harmless Companies, and each of them, and their representatives and employees, against and from all claims, liabilities, costs and expenses arising from injury to person (including death) of any of County's employees, patrons, or visitors, or trespassers, and damage to property, which may arise out of, or in any way be incident to, the use of the leased premises by, or the presence on them of, County's employees, patrons, or visitors, or trespassers.

13.

It is acknowledged that mineral interest in portions of the leased premises are owned by other parties, and Companies cannot control activities by them, their grantees or lessees. However, in the event Companies enter into future leases for the development of oil and gas, they agree, insofar as it is practical to do so, to pool their interest with other adjacent tracts, or to locate development and production activities so that mineral development will not interfere with the use of the leased premises.

14.

Anything in this lease to the contrary notwithstanding, if at any time County abandons the use of the leased premises, or any identified tract or tracts thereof, as a park, Companies may give County notice of such fact of abandonment and if, within ninety (90) days thereafter County does not resume the use of the land in question as a park, this lease shall terminate, so far as the land in question is concerned, as if the term above provided had expired.

15.

This lease contains the entire agreement between the parties and all covenants and agreements between them. There shall be no subletting by County, and the rights granted County under this agreement shall not be assigned, in whole or in part, without consent and approval of Companies in writing.

16.

It is acknowledged that Texas Utilities Generating Co., a Texas corporation acts as agent for Companies in the operation and management of the Plant, the Lake, and adjacent land; and it is agreed that in the administration of this agreement Texas utilities Generating Co., or its successor will act in all respects in behalf of Companies. It shall be considered as included within the terms "Companies" as herein employed and all obligations of County herein set forth shall run to it and inure to its benefit, and County may deal with it, and receive consents from it, as if it were Companies.

EXECUTED in quadruplicate originals the day and year first above written.

ATTEST

DALLAS POWER & LIGHT COMPANY

/s/ N.S. BALL
Assistant Secretary

/s/ ROBERT J. GARY

ATTEST:

TEXAS ELECTRIC SERVICE COMPANY

/s/ T. W. COOK
Assistant Secretary

(Signature Illegible)

ATTEST:

TEXAS POWER & LIGHT COMPANY

/s/ S.S. SWIGER

/s/ W. J. BRITTON

"COMPANIES"

COUNTY OF TITUS, STATE OF TEXAS

BY /s/ WILLIAM WAYNE LANDRUM
County Judge, Titus County, Texas

/s/ RAYFORD TAYLOR
Commissioner, Precinct #1

/s/ BERT S. PARR
Commissioner, Precinct #2

/s/ HUBERT MARTIN
Commissioner, Precinct #3

/s/ DAN BYNUM
Commissioner, Precinct #4

"COUNTY"

The above and foregoing minutes for the month of June, were read and approved on this the 28th day of June, 1974.

William W. Landrum
William W. Landrum, Titus County, Judge

ATTEST:

Allen LaPrade
Titus County, Clerk

JULY 8, 1974
REGULAR SESSION

BE IT REMEMBERED that the Commissioners' Court of Titus County, Texas met in Regular Session, Monday July 8, 1974 in the Titus County Courtroom with the following members present:

William W. Landrum
Rayford Taylor
Bert S. Parr
Hubert Martin
Allen LaPrade

County Judge
Commissioner Precinct #1
Commissioner Precinct #2
Commissioner Precinct #3
County Clerk

Den Bynum: Absent, and the following proceedings were had, to-wit:

IN THE MATTER OF PAYING MONTHLY BILLS

Motion by Commissioner Taylor and seconded by Commissioner Martin to pay monthly bills upon approval of County Auditor. Motion carried.

IN THE MATTER OF PAYING COUNTY ROAD BONDS

Motion by Commissioner Parr and seconded by Commissioner Martin to pay road bonds upon approval of County Auditor. Motion carried.