

REGULAR SESSION  
JANUARY 13, 1975

BE IT REMEMBERED that the Titus County Commissioners' Court met in Regular Session, Monday, January 13, 1975 in the Titus County Courtroom 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 |
| Bill Reynolds      | Commissioner Precinct #4 |
| Allen LaPrade      | County Clerk             |

and the following proceedings were had, to-wit:

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IN THE MATTER OF PAYING ROAD BONDS

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

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IN THE MATTER OF PAYING MONTHLY BILLS

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

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IN THE MATTER OF APPROVING OFFICERS' MONTHLY REPORTS

Motion by Commissioner Taylor and seconded by Commissioner Parr to approve officers' monthly reports upon approval of County Auditor. Motion carried.

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IN THE MATTER OF APPROVING OFFICERS' EXPENSE ACCOUNTS

Motion by Commissioner Taylor and seconded by Commissioner Martin to approve officers expense accounts upon approval of County Auditor. Motion carried.

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IN THE MATTER OF ACCEPTING BIDS FOR TRUCK AND CHASSIS

Motion by Commissioner Taylor and seconded by Commissioner Reynolds to accept bid of Sandlin Motor, Co. in the sum of \$5,483.28 for one new 2 1/2 ton cab and chassis truck for Precinct #1. Motion carried.

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IN THE MATTER OF COUNTY OFFICIALS AND EMPLOYEES BEING PAID ON SALARY BASIS

Motion by Commissioner Taylor and seconded by Commissioner Parr that the County officials and employees be paid on a salary basis for the year of 1975. Motion carried.

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IN THE MATTER OF APPOINTING GRIEVANCE COMMITTEE FOR 1975

The County Clerk prepared a list consisting of 36 names, same being the names of persons who served as Grand Jurors during the year 1974. The names were typed on perforated sheets, placed in a box and three names were drawn from said box by the County Judge as follows: C. A. Hinton, Lorenzo Baker, Wallace Fry.

These three persons will serve on the above named committee for the year 1975.

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IN THE MATTER OF APPROVING BOND OF JACK MCCREARY

Motion by Commissioner Parr and seconded by Commissioner Martin to approve bond of Jack McCreary for collection of State and County delinquent taxes in Titus County. Motion carried.

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IN THE MATTER OF APPROVING EASEMENT TO TRI WATER SUPPLY

Motion by Commissioner Taylor and seconded by Commissioner Parr to accept easement of Titus County to Tri Water Supply Corporation. Motion carried.

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IN THE MATTER OF ADVERTISING FOR SHERIFF CAR

Motion by Commissioner Martin and seconded by Commissioner Taylor that the County Auditor advertise for one new car for sheriff's department. Bids to be opened January 24, 1975 at 10:00 o'clock A.M. Motion carried.

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IN THE MATTER OF ADVERTISING FOR ONE TRUCK AND CHASSIS FOR PRECINCT #4

Motion by Commissioner Reynolds and seconded by Commissioner Martin that County Auditor advertise for one truck and chassis for Commissioner Precinct #4. Bids to be opened January 24, 1975 at 10:00 o'clock A.M. Motion carried.

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IN THE MATTER OF SELLING LAW LIBRARY BOOKS

Motion by Commissioner Taylor and seconded by Commissioner Martin to sell "Appleton on Insurance" to Traylor Russell for two hundred dollars in cancellation of debt that the county owes Traylor in the amount of \$300.00. Motion carried.

IN THE MATTER OF APPROVING PAYMENT OF ROOFING CONTRACT

Motion by Commissioner Taylor and seconded by Commissioner Martin to pay J & H Roofing Co. the sum of \$959.10 for repairing roof of courthouse. Same to be paid out of Revenue Sharing Fund. Motion carried.

IN THE MATTER OF APPROVING PAYMENT OF PAINTING CONTRACT

Motion by Commissioner Parr and seconded by Commissioner Martin to pay painting contract, J.W. Dillard, J.L. Johnson, & Jimmie Craig, in the sum of \$14,940.00 for painting inside courthouse. Same to be paid out of Revenue Sharing Fund.. Motion carried.

IN THE MATTER OF APPROVING PAYMENT OF UPHOLSTERING CONTRACT

Motion by Commissioner Martin and seconded by Judge Landrum to pay Baker's Mattress & Upholstering Co. \$1,650.00 for upholstering chairs in court room. Same to be paid out of Revenue Sharing Fund. Motion carried.

IN THE MATTER OF APPROVING PAYMENT OF AIR CONDITIONING CONTRACT

Motion by Commissioner Taylor and seconded by Commissioner Martin to pay Wood Air Conditioning & Supply Co. the sum of \$6,000.00 for air conditioning in court room. Same to be paid out of Revenue Sharing Fund. Motion carried.

IN THE MATTER OF APPROVING PAYMENT OF REPAIRS TO COURT HOUSE

Motion by Commissioner Taylor and seconded by Commissioner Parr to pay Sherrill Traylor for repairs on down spouts on court house in the sum of \$160.00. Same to be paid out of Revenue Sharing Fund. Motion carried.

IN THE MATTER OF APPROVING PAYMENT OF PLASTER WORK IN COURTHOUSE

Motion by Commissioner Martin and seconded by Commissioner Parr to pay Clovis Williams the sum of \$1,300.00 for plaster work in courthouse. Same to be paid out of Revenue Sharing Fun. Motion carried.

IN THE MATTER OF TAX REFUND TO PAT DAVIS

Motion by Judge Landrum and seconded by Commissioner Martin that tax assessor investigate over payment of tax of Pat Davis and that he be authorized to make refund of any overpayment of taxes. Motion carried.

BOND OF DELINQUENT TAX COLLECTOR

THE STATE OF TEXAS X  
COUNTY OF TITUS X

KNOW ALL MEN BY THESE PRESENTS:

That we, Jack McCreary as Principal, and Merchants Mutual Bonding Company as sureties, are held and firmly bound unto County Judge of Titus County and his successors in office in the just and full sum of One Thousand Dollars, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

WHEREAS, the said Jack McCreary, a licensed attorney whose address is Austin, Texas, has by means of a written agreement dated December 9, 1974, entered into a contract with the Commissioners' Court of Titus County, for the collection of certain delinquent State And County taxes, during the term beginning January 1, 1975, and ending December 31, 1978, a copy of which agreement is by reference made a part hereof.

Now, therefore, the condition of this obligation is such that if the said Jack McCreary shall faithfully perform the services required of him by the terms of said contract, including the making of reports provided in Section XI thereof and shall fully indemnify and save harmless the said County of Titus from all cost and damage which it may suffer by reason of his failure to do so, and shall fully reimburse and repay the said County of Titus all outlay and expense which the said County may incur in making good any such default, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

IN TESTIMONY WHEREOF, witness our hands

/s/ JACK MCCREARY  
Jack McCreary  
MERCHANTS MUTUAL BONDING COMPANY

BY: /s/ NELL H. PETERSON  
Nell H. Peterson, Attorney-in-Fact

CERTIFICATE OF COUNTY JUDGE

THE STATE OF TEXAS X  
COUNTY OF TITUS X

The foregoing bond of Jack McCreary, holding contract for the collection of State and County delinquent taxes in Titus County, Texas, was read and approved in open commissioners' court, this the 13 day of Jan. 1975.

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

**POWER OF ATTORNEY  
(Irrevocable)**

BOND NO. T-109916

**KNOW ALL MEN BY THESE PRESENTS:**

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That the Merchants Mutual Bonding Company does hereby make, constitute and appoint Roger S. Hanks, Jack M. Puryear, John P. Nieman, Larry A. Lerche, Neil H. Peterson and Nancy J. Munn, in the City of Austin, State of Texas, with limited authority, its true and lawful Agent and Attorney-In-Fact with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, one of the following bonds:

| An ORIGINAL bond required by Statute, Decree of Court or Ordinance for:   | MAXIMUM PENALTY  |
|---|--|
| (A) ADMINISTRATOR<br>CONSERVATOR<br>CURATOR<br>EXECUTOR<br>GUARDIAN<br>TRUSTEE<br>SALE OF REAL OR PERSONAL PROPERTY<br><br>COMMISSIONER TO SELL REAL ESTATE<br>REFEREE IN PARTITION<br>TRUSTEE OR RECEIVER  | - Testamentary only<br>- When this company has qualifying bond or when it is a separate bond for accounting or proceeds only<br><br>- In Bankruptcy-Federal Court only<br><br>\$300,000.00 |
| (B) NOTARY PUBLIC<br>PUBLIC OFFICIAL AND DEPUTIES<br>RECEIVER   | - Under State Court jurisdiction<br><br>\$ 50,000.00   |
| (C) PLAINTIFF'S COURT BOND:<br>FOR CORPORATION<br>FOR ALL OTHERS<br>DEFENDANT'S COURT BOND  | - Public or Private<br>- Not Authorized<br><br>\$ 10,000.00<br>\$ 5,000.00<br>NONE   |
| (D) COST<br>REMOVAL OF CAUSE  | - Excluding open penalty, stay, supersedeas or writ of Judgment<br><br>\$ 500.00   |
| (E) LICENSE<br>PERMIT<br>QUIET TITLE  | License and Permit limited to bonds where a county, city, town, village or township is the Oblige<br><br>\$ 10,000.00  |
| (F) ANY BOND OR INDEMNITY, provided there is attached to this Power of Attorney written authority in the form of an endorsement, letter or telegram, signed by the Chairman of the Board, President, Vice President, Secretary, Treasurer or Assistant Secretary of the Merchants Mutual Bond Company specifically authorizing its execution. |  |

The acknowledgment and execution of any such document by the said Attorney-In-FACT shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The MERCHANTS MUTUAL BONDING COMPANY further certifies that the following is a true and correct copy of Article 2 of the By-Laws of the Merchants Mutual Bonding Company of Iowa duly adopted and recorded, to-wit: Article 2 (5A): "The President or any Vice President or Secretary or any Assistant Secretary shall have power and authority to appoint attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. Article 2 (5b): The signature of any authorized officer and the Seal of The Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

IN WITNESS WHEREOF, the said MERCHANTS MUTUAL BONDING COMPANY has caused these presents to be executed by its President and Secretary with its corporate seal affixed this Dec. 9, 1974.

MERCHANTS MUTUAL BONDING COMPANY

ATTEST: /s/ C. W. STORY Vice President      /s/ W. W. WARNES President

STATE OF IOWA, COUNTY OF POLK, ss.

On this 31st day of Dec., 1974 before me, a Notary Public, personally appeared W.W. Warner who, being by me duly sworn, acknowledged that he signed the above Power of Attorney as President of the Said Merchants Mutual Bonding Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

My commission expires Sept. 30, 1977

/s/ H. W. STILES  
NOTARY PUBLIC, IOWA

January 13, 1975

Titus County, Precinct #1  
Mt. Pleasant, Texas 75455

ATTENTION: Mr. Rayford Taylor

Gentlemen:

We are pleased to quote you a bid on the following vehicle:

1-1975 Chevrolet 2½ Ton Cab & Chassis Truck equipped with 84" Cab to Axle, 350 V-8 Engine, 4-Speed Transmission, 2-Speed Rear Axle 13,000 lb., West Coast Mirrors, 23,000 lb. Rear Springs, 8,000 lb. Front Springs, 8.25 x 20 Front & Dual Rear Tires, Heater & Defroster, 3,000 lb. Front Axle and 6.5" Wheels.

We will sell you this truck for a total cost to the County of \$3429.46 with a properly executed Federal Excise Tax Exemption form with delivery date to be approximate 90 to 120 days from date of bid acceptance. However we presently have a truck in stock that meets the above specifications plus Heavy Duty Cooling and foam seat. We can deliver you this truck immediately for an additional \$53.82 or a total of \$3483.28.

We appreciate the opportunity to quote you this bid and hope it will meet with your approval.

Yours truly,  
SANDLIN MOTORS, INC.

/s/ JAMES L. CLARK

James L. Clark  
Sales Manager

THE STATE OF TEXAS       X  
                                  X  
COUNTY OF TITUS        X

KNOW ALL MEN BY THESE PRESENTS:

THAT Titus County, Texas, acting by and through its County Judge, who is duly authorized by the Commissioners' Court of Titus County, for a valuable consideration paid by Tri Water Supply Corporation, receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell, Transfer and Convey to said Tri Water Supply Corporation, its successors and assigns, a perpetual easement on and over the public county roads of Titus County, with the right to erect, construct, install, lay and thereafter use, operate, inspect, repair, maintain, replace and remove a water pipe line and appurtenant fixtures.

TO HAVE AND TO HOLD the same unto the said Tri Water Supply Corporation, its successors and assigns, so long as the same is used by said corporation for the purposes stated, and subject to the following terms and conditions, to-wit:

- (1) No structures, such as bridges or culverts, will be cut, removed or otherwise disturbed except with the consent of the Commissioner of the precinct in which the structure is located;
- (2) Right-of-way areas outside of the traveled portion of the road shall be used, except in exceptional cases where the terrain is such that this outside area can not be used;
- (3) Any opening made in the traveled portion of the road shall be refilled, tamped and repaired with only a minimum delay in order that traffic will not be unduly interfered with;
- (4) All openings on county road right-of-way will be left in a good state of repair;
- (5) Grantee will maintain the easement in a good state of repair and efficiency;
- (6) Any line or other improvements made under this easement will be located at Grantee's expense if required by reason of road repairs or improvements, and the lines shall be placed in the ground at a sufficient depth that normal repair of the road will not disturb the line, and
- (7) This easement does not apply to State or National highways.

IN WITNESS WHEREOF, This County has caused this easement to be signed on this, the 13 day of January, 1975.

ATTEST:

TITUS COUNTY

/s/ ALLEN LAPRADE  
County Clerk

BY: /s/ WILLIAM WAYNE LANDRUM  
County Judge

THE STATE OF TEXAS  
COUNTY OF TITUS

BEFORE ME, the undersigned authority, on this day personally appeared William Wayne Landrum, County Judge of Titus County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13 day of January, 1975.

/s/ PAT HERR  
Notary Public, Titus County, Texas