

After due consideration and much serious discussion of each applicant, Commissioner Taylor made a motion that the court adjourn and that they come back on Friday, November 28th at 9:00 o'clock A.M. for further consideration of the above named applicants and any other application that might be presented at that time, a second to the motion was made by Commissioner Parr. Motion carried.

NOVEMBER 28, 1975

ALL MEMBERS PRESENT:

Court was called to session for the purpose of considering applications for Justice of the Peace, Place 2, Titus County Texas.

Leon Rhea, 505 West 8th placed his application of which will be considered along with the other application previously filed with the court.

After much discussion and due consideration of all the applicants, a motion was made by Commissioner Parr and seconded by Commissioner Taylor to appoint Leon Rhea to fill the unexpired term of Jim Talley, deceased, as Justice of the Peace, Prec. 1, Place 2. Motion carried.

The above and foregoing minutes for the month of November 1975 were read and approved on this the 5 day of December 1975.

ATTEST: Allen LaPrade
Allen LaPrade, County Clerk

William Wayne Landrum, County Judge

REGULAR SESSION
DECEMBER 8, 1975

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS COURT met in Regular Session Monday December 8, 1975, in the Titus County Courtroom, with all members present.

William Wayne Landrum
Rayford Taylor
Hubert Martin
Bert Parr
Bill Reynolds
Allen LaPrade

County Judge
Commissioner Precinct #1
Commissioner Precinct #2
Commissioner Precinct #3
Commissioner Precinct #4
County Clerk

and the following preceeding were had to-wit:

Minutes of the previous meeting were read by the Clerk, the motion concerning the adjournment of Court until Friday the 28th, read as follows: Motion made by Commissioner Parr and seconded by Commissioner Martin to adjourn and return on Friday the 28th for further consideration of applications for Justice of Peace Prec. 1 Place 2, when in fact the motion was made by Commissioner Taylor and seconded by Commissioner Parr, the said motion and seconded having been corrected the minutes were approved.

IN THE MATTER OF PAYING
ROAD HANDS

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

IN THE MATTER OF PAYING
MONTHLY BILLS

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

IN THE MATTER OF APPROVING
MONTHLY REPORTS

Motion by Judge Landrum and seconded by Commissioner Martin to approve officers monthly reports upon approval of County Auditor. Motion carried.

IN THE MATTER OF RESOLUTION AGREEING TO
DELEGATION OF LICENSING
AUTHORITY FOR SEPTIC TANK
INSTALLATION

Motion by Judge Landrum and seconded by Commissioner Taylor that the following resolution be adopted. Motion carried.

RESOLUTION

A RESOLUTION OF THE TITUS COUNTY COMMISSIONERS' COURT AGREEING TO THE DELEGATION OF THE LICENSING AUTHORITY FOR SEPTIC TANK INSTALLATION TO THE TITUS COUNTY FRESH WATER SUPPLY DISTRICT NO. 1

WHEREAS, the quality of the waters of the LAKE BOB SANDLIN RESERVOIR in Titus-Camp-Franklin-Wood Counties depends significantly on the maintenance of optimum sanitary conditions in and around the reservoir; and

WHEREAS, proper management of all inflows into the Reservoir system will contribute importantly to the health and general well being of the citizens in the LAKE BOB SANDLIN RESERVOIR area; to the many people who enjoy the recreational benefits of LAKE BOB SANDLIN RESERVOIR; and to the citizens of the counties, the cities and the towns who depend on this valuable source for municipal and domestic water supplies; and

WHEREAS, the Titus County Commissioners' Court has reviewed the proposed Texas Water Quality Board Order delegating this responsibility for licensing to the Titus County Fresh Water Supply District No. 1 and has concluded that the program would complement the activities of Titus County and be beneficial to the whole area;

NOW THEREFORE, BE IT RESOLVED by the Commissioners' Court of Titus County, Texas, that the Court approves the delegation of licensing authority for septic tanks to Titus County Fresh Water District No. 1, and the other functions specified in the Order of the Texas Water Quality Board; and

Further that this Court approves the draft of the Septic Tank Order by the Texas Water Quality Board as presented to this Court; and

Further that the Texas Water Quality Board be furnished with a copy of this Resolution.

THIS RESOLUTION ADOPTED ON THE 8 DAY OF DECEMBER, 1975,
BY THE TITUS COUNTY COMMISSIONERS IN A REGULAR MEETING.

TITUS COUNTY COMMISSIONERS' COURT

BY: /s/ WILLIAM WAYNE LANDRUM
COUNTY JUDGE

ATTEST:

/s/ ALLEN LAPRADE
County Clerk

THE STATE OF TEXAS
COUNTY OF TITUS

I, the undersigned, Clerk of the County Court of Titus County, Texas, do hereby certify that the foregoing instrument of writing is a full, true and correct copy of the instrument as filed for record in my office on the 8 day of December, 1975, No. 4171.

WITNESS MY HAND AND OFFICIAL SEAL at my office in Mt. Pleasant, Texas, this, the ___ day of December, 1975.

/s/ ALLEN LAPRADE
CLERK OF THE COUNTY COURT OF TITUS COUNTY, TEXAS.

BY: _____
DEPUTY.

IN THE MATTER OF LEASE AGREEMENT
BETWEEN GEORGE P. BANE, INC.
AND TITUS COUNTY PREC. 1

Motion by Commissioner Taylor and seconded by Commissioner Parr to approve Lease Agreement between George P. Bane, Inc. and Titus County Commissioner of Precinct No. 1 for lease of one new Fiat-Allis #00C Motor Grader. Agreement and schedule as follows. Motion carried.

LEASE AGREEMENT

THIS LEASE, made this the 1st day of December, 1975, between George P. Bane, Inc. of Tyler, Texas, hereinafter known as LESSOR, and Titus County Precinct 1 a quasi municipal corporation of the State of Texas, as LESSEE, acting by and through its COMMISSIONER'S COURT PURSUANT to an order duly and regularly passed on the ___ day of ___ 19___, witnesseth that:

Whereas, the LESSEE requires the use of the following equipment:
New Fiat-Allis 100C Motor Grader S/N 27Y08760 with hydraulic shift moldboard and scarifier hereinafter referred to as Grader

for the purpose of building and maintaining roads; and whereas, there is now available, and will be available in said County's Road and Bridge Fund, monies which it may lawfully spend for leasing said Grader

1. Now therefore, the LESSOR in consideration of the payment of see schedule below and payment of lease installments hereinafter reserved, hereby leases to LESSEE, said Grader for a minimum period commencing on the date of this LEASE and ending: November 30, 1976, on the following terms:
\$12,000.00 cash on or before January 12, 1976
8,000.00 cash and 118 Gallon on or before July 12, 1976
for a total of \$24,000.00

2. The LESSEE acknowledges receipt of above desired Grader, in good order and new condition and upon the expiration of the terms of this lease (in the event the option hereinafter referred to has not been exercised) or upon the prior termination of this lease, the LESSOR shall be entitled to the immediate possession of said Grader and the LESSEE shall thereupon deliver said Grader to the LESSOR at Mt. Pleasant, Texas, in good order and condition, ordinary wear and tear thereof excepted.

3. The LESSEE shall have the right to make any reasonable and lawful use of said Grader and shall take reasonable and proper care thereof, and at its own expense make all necessary repairs and replacements. In the event of any default by the LESSEE in the payment of rent, or otherwise, this LEASE shall terminate at the option of the LESSOR.

4. The LESSOR hereby gives the LESSEE the option of purchase said Grader in its then condition, at any time during the terms of this LEASE (or within any extension or renewal thereof) or within five days thereafter for the purchase price of \$49,200.00 to be paid in cash or legally issued County Warrants plus 7% per annum interest on the amount from the date of this LEASE until such purchase price has been paid, from which total amount shall be deducted rentals theretofore paid. In the event this option of purchase is exercised, however, all rentals theretofore paid shall be deducted therefrom as of the dates such rental installments were paid. In the event the payments are not paid at maturity they shall bear seven percent per annum interest until paid.

5. The LESSOR hereby gives the LESSEE the option to renew or extend this LEASE at any time during the term thereof, or within five days thereafter and upon the same terms and conditions as herein stipulated, said renewal or extension, if any, to be endorsed upon this LEASE and signed by both parties thereof.

6. It is hereby expressly understood and agreed that the LESSOR shall not in any case, or under any circumstances, be held liable for any loss or damage, or claims for loss or damage, of any kind or character whatsoever, to persons or property, or otherwise, arising from, or in any manner connected with the use or operation of said Grader and any and all loss or damage, and claims for loss or damage, are hereby specifically waived by the LESSEE.

7. It is expressly agreed and understood that this LEASE does not obligate the LESSEE to purchase said Grader or to renew this LEASE. It is further expressly agreed and understood that if in the future the LESSEE avails itself of the option either to renew this LEASE OR to purchase said Grader as herein provided, it will do so only upon the condition that at the time of exercising said option or renewing this LEASE it either has available for said purpose, monies currently available which it will then be lawfully entitled to expend or is lawfully entitled to incur the necessary liability for the payment of the purchase price.

8. Any notice that either party desires to give to the other shall be in writing and forwarded by registered mail to the last known address of the other party.

9. This LEASE is executed in triplicate, a copy of which LESSEE hereby acknowledges having received.

GEORGE P. BANE, INC. LESSOR
By /s/ George P. Bane President

/s/ Bayford Taylor
Commissioner, Precinct No. 1

TITUS COUNTY PRECINCT #1 LESSOR

By /s/ William Wayne Landrum
County JudgeATTEST: _____
County Clerk/s/ Bert Parr
Commissioner Precinct No. 2
/s/ Hubert Martin
Commissioner Precinct No. 3
/s/ Bill Reynolds
Commissioner, Precinct No. 4STATE OF TEXAS I
COUNTY OF TITUS I

I, Allen LaPrade, County Clerk in and for Titus County, Texas do hereby certify that the above and foregoing is true and correct copy of the LEASE AGREEMENT entered into this date by and between George P. Bank, as LESSOR, and Titus County Precinct 1 County, Texas, as LESSEE, and the same appears of record in Vol. 10, Page 335, of the COMMISSIONERS' COURT MINUTES of Titus County, Texas.

Given under my hand and seal of office, this, the 8 day of December, 1975 A.D.

/s/ Allen LaPrade
County Clerk, Titus County, Texas

SPECIAL SESSION
DECEMBER 19, 1975

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS COURT met in Regular Session Friday December 19, 1975, in the Titus County Courtroom, with all members present.

William Wayne Landrum	County Judge
Rayford Taylor	Commissioner Precinct #1
Hubert Martin	Commissioner Precinct #2
Bert Parr	Commissioner Precinct #3
Bill Reynolds	Commissioner Precinct #4
Allen LaPrade	County Clerk

and the following preceding were had to-wit:

IN THE MATTER OF PAYING
COUNTY ROAD HANDS

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

IN THE MATTER OF FINAL PAYMENT
TO SYBIL EMBLETON ET VIR

Motion by Commissioner Taylor and seconded by Commissioner Reynolds to pay \$1,340.00 which represents payment of the final 1/10 interest in cause # 13,627, State of Texas VS Sybil Embleton EtVir, Robert Embleton, said \$1,340.00 to be paid to District Clerk for disbursement to interested parties. Motion carried.

IN THE MATTER OF PAYING OFFICERS
EXPENSE ACCOUNTS

Motion by Commissioner Parr and seconded by Commissioner Martin to pay Pat Becks expense to Tax Assoc. Assoc. in Austin, Texas in the amount of \$141.09 and Phillip Crowwell mileage in the sum of \$17.25. Motion carried.

The above and foregoing minutes for the month of December 1975 were read and approved on this the 12 day January 1976.

ATTEST: Allen LaPrade
Allen LaPrade, County Clerk

William Wayne Landrum, County Judge

REGULAR SESSION
JANUARY 12, 1976

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS COURT met in Regular Session Monday January 12, 1976, in the Titus County Courtroom, with all members present:

William Wayne Landrum	County Judge
Rayford Taylor	Commissioner Precinct #1
Hubert Martin	Commissioner Precinct #2
Bert Parr	Commissioner Precinct #3
Bill Reynolds	Commissioner Precinct #4
Allen LaPrade	County Clerk

and the following preceding were had to-wit:

Minutes of the previous meetings were read and approved as read.

IN THE MATTER OF PAYING
COUNTY ROAD HANDS

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

IN THE MATTER OF PAYING
MONTHLY BILLS

Motion by Commissioner Taylor and seconded by Commissioner Martin to pay monthly bills, including fire bill for county, upon approval of County Auditor. Motion carried.

IN THE MATTER OF COUNTY OFFICIAL AND EMPLOYEES BEING PAID ON SALARY BASIS
Motion by Commissioner Parr and seconded by Commissioner Martin that the County Officials and employees be paid on a salary basis for the year 1976. Motion carried.