

The Terrell State Hospital is operated in compliance with Title VI, Civil Rights Act of 1964.

Approved:

H. K. Dudley, Jr.
Acting Deputy Commissioner for Mental Health Services

IN THE MATTER OF
AUDITORS FINANCIAL REPORT

Motion made by Commissioner Walker and seconded by Commissioner Freeman to approve the Auditors Financial Report. Motion carried.

IN THE MATTER OF
OFFICIAL'S REPORTS

Motion made by Commissioner Walker and seconded by Commissioner Johnson to approve the February official's reports. Motion carried.

IN THE MATTER OF
APPROVAL OF EXPENDITURES

The County Judge, Harry Taylor, with the Commissioners present consenting, approved the February expenditures.

IN THE MATTER OF
TREASURER AND ASSISTANT AUDITOR
ATTENDING SEMINAR

The County Judge, Harry Taylor, with Dempsey Johnson, Mitchell Walker and Fred Freeman agreeing, approved requests for the County Treasurer, Cynthia Agan, and the Assistant Auditor, Louise Robinson, to attend the Worker's Compensation Seminar in Tyler, Texas on March 16.

IN THE MATTER OF
OPENING JAIL BIDS

The County Judge, Harry Taylor, and the Commissioners present opened bids for construction of a county jail. All bids were over the county budget and no bid was accepted.

IN THE MATTER OF
ADJOURNMENT

Court was adjourned by Harry Taylor, County Judge, until the next session of court.

The above and foregoing minutes for the month of March, 1982, were read and approved the 13th of April, 1982.

Eugenia Roach
EUGENIA ROACH, COUNTY CLERK

HARRY TAYLOR, COUNTY JUDGE

COMMISSIONERS COURT
SPECIAL MEETING
APRIL 7, 1982

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS met in Special Meeting on Wednesday, April 7, 1982, in the Titus County Courtroom with a quorum present of the following members:

HARRY TAYLOR	COUNTY JUDGE
DEMPSEY JOHNSON	COMMISSIONER PRECINCT 1
MITCHELL WALKER	COMMISSIONER PRECINCT 3
FRED FREEMAN	COMMISSIONER PRECINCT 4
EUGENIA ROACH	COUNTY CLERK
ABSENT: BERT FARR	COMMISSIONER PRECINCT 2

and the following proceedings were had to wit:

IN THE MATTER OF
ACCEPTANCE OF CONSTRUCTION BID
FOR TITUS COUNTY JAIL

Motion was made by Commissioner Walker and seconded by Commissioner Freeman to award the contract for construction of the Titus County jail to the firm of Harrison, Walker and Harper, Inc. with a bid of \$893,708.00. The following votes were cast: County Judge, Harry Taylor - aye; Commissioner, Precinct 1, Dempsey Johnson - aye; Commissioner, Precinct 3, Mitchell Walker - aye; Commissioner, Precinct 4, Fred Freeman - aye. Motion carried unanimously.

Judge Harry Taylor with the Commissioners present agreeing, and the representatives of Harrison, Walker and Harper Inc. consenting, agreed the court would have the authority to have inspectors to oversee building of the jail. Agreement was made for construction to begin April 19 and 365 calendar days allowed for completion.

SECTION 00300 - PROPOSAL

00300 - 01

DATE: March 6, 1982

Proposal of Harrison, Walker & Harper, Inc. A Corporation organized and existing under the laws of the State of Texas or a Partnership consisting of _____ or an Individual trading as _____

TO TITUS COUNTY
MOUNT PLEASANT, TEXAS

Gentlemen:

The undersigned hereby offers to furnish all supervision, labor, materials, equipment, tools, and necessary accessories for the construction of Titus County Jail as set out by the plans, specifications and addenda, all in strict accordance with the Contract Documents.

AMOUNT BID - Including the Contingency Fund of \$20,000.00

Nine Hundred Ninety Nine Thousand Eight Hundred Sixteen Dollars (999,816.00)
(Written) (numerical)

ALTERNATES

The undersigned proposes the following alternate bids, the selection of which is optional with the Owner. Refer to Section 01100 of the specifications for additional information.

ALTERNATE # 1 - PROVIDE AN UPRIGHT FREEZER (HOBART MODEL HP-1) IN LIEU OF BALLY WALK-IN FREEZER
DEDUCT the sum of ONE THOUSAND SEVEN HUNDRED DOLLARS AND NO CENTS (\$1,700.00).

ALTERNATE # 2 - REMOVE CHAIN LINK FENCE, BEAMS AND FENCE SUPPORTS OVER EXERCISE COURT
DEDUCT the sum of ONE THOUSAND FOUR HUNDRED DOLLARS AND NO CENTS (\$1,400.00).

ALTERNATE # 3 - REMOVE ALL KITCHEN AND LAUNDRY APPLIANCES SECTION 11451.
DEDUCT the sum of EIGHTEEN THOUSAND DOLLARS AND NO CENTS (\$18,000.00).

SALES TAX

Items purchased for municipalities are exempt from Texas Sales Tax under House Bill No. 20.

ADDENDA

The undersigned agrees that the following Addenda, which have been issued during the bidding period, have been received and have been considered both before and in the preparation of this proposal.

<u>ADDENDUM NUMBER</u>	<u>DATE</u>
<u>Addendum # 1</u>	<u>2/16/82</u>
<u>Addendum # 2</u>	<u>2/23/82</u>
<u>Addendum # 3</u>	<u>3/1/82</u>
<u>Addendum # 4</u>	<u>3/4/82 (Oral)</u>

The undersigned further agrees that the Proposal Guaranty may be retained by Titus County provided the undersigned is one of the three lowest and most advantageous bidders, and that said Proposal Guaranty shall remain with Titus County until the Contract has been signed, and the Bonds required for the faithful performance of the Contract and the prompt payment for labor and materials in the prosecution thereof have been made by one of the three lowest responsible bidders; otherwise, Proposal Guaranty may be obtained from the County Auditor after forty-eight (48) hours from the time of opening the bids. The undersigned hereby declares that he has visited the sites, has had sufficient time to make all tests and investigations to arrive at an intelligent estimate of the cost of doing the Work, and has carefully examined the Plans, Specifications, and Contract Documents relating to the work covered by his bid or bids, that he agrees to do the Work, and that no representations made by the County are in any sense a warranty, but are mere estimates for the guidance of the Contractor, that upon receipt of notice of the acceptance of the Bid, he will execute the formal Contract, attached in quintuplicate, within ten (10) days, and will deliver the Surety Bonds for the faithful performance of this Contract, and such other Bonds as may have been required in the Specifications. The bid security attached, in the sum of 5K DOLLARS (\$ _____) is to become the property of Titus County if a Cashier's Check, and if a Bond, the full principal amount shall be paid to the County, in the event the Contract and Bond are not executed within the time above set forth, and to be considered as liquidated damages because of the expense of delay and additional work caused thereby, as well as other damages, are incapable of accurate ascertainment.

TIME OF COMPLETION

The undersigned agrees to complete the work within THREE HUNDRED SIXTY-FIVE DAYS (365) calendar days from the date specified in the Work Order. The Work Order may be issued on the date of acceptance of the bid requiring the undersigned to commence work not later than ten (10) days thereafter. The undersigned further declares that he will provide all necessary tools and apparatus, do all the Work, and furnish all materials, and do everything required to carry out the abovementioned Work covered by this proposal, in strict accordance with the Contract Documents, and the requirements pertaining thereto, for the sum or sums above set forth.

The Specifications take precedence over the Conditions of the Contract, and where any part of the Conditions of the Contract is modified or voided by the Specifications, the unaltered provisions shall remain in effect.

The successful Bidder selected for the execution of this project must be able to demonstrate substantial experience and quality workmanship. The award of this project will be to the lowest responsible bidder. In determining who is the lowest responsible bidder, the County will take into consideration such things as the Bidder's qualifications and experience on previous jobs. Any Bidder who is currently in litigation on a contract may be disqualified. Failure to submit the Contractor's Qualification Statement with the Bid Proposal may result in rejection of the Contractor's bid.

The Bidder will submit with the bid proposal a thorough description of the intended materials to be used, if other than specified.

SEAL

Respectfully submitted,
 HARRISON, WALKER & HARPER, INC.
 By /s/ C. L. Walker
 C. L. Walker, V.P.
 222 Hickory St.
 Address
 Paris, Texas 75460
 City State

THE TRINITY
 COMPANIES
 Dallas, Texas 75201

Trinity Universal Insurance Co.
 Security National Insurance Co.
 Trinity Universal Insurance Co. of Kansas, Inc.

BID BOND

KNOW ALL MEN BY THESE PRESENTS.

That we, HARRISON, WALKER & HARPER, INC. of PARIS, TEXAS (hereinafter called the Principal), as Principal, and TRINITY UNIVERSAL INSURANCE COMPANY (hereinafter called the Surety), as Surety are held and firmly bound unto TITUS COUNTY Auditor, Titus County, Titus County Court House, Mt. Pleasant, Texas (hereinafter called the Oblige) in the penal sum of FIVE PER CENT (5%) OF THE GREATEST AMOUNT BID DOLLARS for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
 SIGNED and SEALED this 8th day of March 1982
 THE CONDITION OF THIS OBLIGATION IS SUCH THAT, whereas the Principal has submitted or is about to submit a proposal to the Oblige on a contract for Construction of a new jail

NOW, THEREFORE, if the said contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing and give bond with surety acceptable to the Oblige, for the faithful performance of the said contract, then this obligation shall be void; otherwise to remain in full force and effect.

SEAL SEAL SEAL

HARRISON, WALKER & HARPER, INC.
 /s/ C.L. Walker SEAL
 C. L. Walker, V.P.
 TRINITY UNIVERSAL INSURANCE COMPANY
 By /s/ Mary L. Tatro
 MARY L. TATRO Attorney-in-Fact.

THE TRINITY COMPANIES
 Dallas, Texas 75201

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That TRINITY UNIVERSAL INSURANCE COMPANY and SECURITY NATIONAL INSURANCE COMPANY each a Texas Corporation and TRINITY UNIVERSAL INSURANCE COMPANY OF KANSAS, INC., a Kansas Corporation do hereby appoint LAWRENCE W. WALDIE, WILLIAM M. BOARD, JOHN D. FULKERSON, MICHAEL P. WHISENANT, MARY L. TATRO, DEBBIE SMITH or BRENDA MARTIN its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, TRINITY UNIVERSAL INSURANCE COMPANY, SECURITY NATIONAL INSURANCE COMPANY and TRINITY UNIVERSAL INSURANCE COMPANY OF KANSAS, INC. have each executed and attested these presents

this 27th day of July, 19 79

/s/ Judy Fagan
 Judy Fagan, Asst. Secretary

/s/ A. J. Tyler, Jr.
 A. J. Tyler, President

AUTHORITY FOR POWER OF ATTORNEY

That TRINITY UNIVERSAL INSURANCE COMPANY and SECURITY NATIONAL INSURANCE COMPANY, each a Texas Corporation and TRINITY UNIVERSAL INSURANCE COMPANY OF KANSAS, INC., a Kansas Corporation, in pursuance of authority granted by that certain resolution adopted by their respective Board of Directors on the 1st day of March, 1976 and of which the following is a true, full, and complete copy:

"RESOLVED, That the President, any Vice-President, or any Secretary of each of these Companies be and they are hereby authorized and empowered to make, execute, and deliver in behalf of these Companies unto such person or persons residing within the United States of America, as they may select, its Power of Attorney constituting and appointing each such person its Attorney-in Fact, with full power and authority to make, execute and deliver for it, in its name and in its behalf, as surety, any particular bond or undertaking that may be required in the specified territory, under such limitations and restrictions, both as to nature of such bonds or undertaking and as to limits of liability to be undertaken by these Companies, as said Officers may deem proper, the nature of such bonds or undertakings and the limits of liability to which such Powers of Attorney may be restricted, to be in each instance specified in such Power of Attorney.

RESOLVED, That any and all Attorneys-in Fact and Officers of the Companies, including Assistant Secretaries, whether or not the Secretary is absent, be and are hereby authorized and empowered to certify or verify copies of the By-Laws of these Companies as well as any resolution of the Directors, having to do with the execution of bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, or with regard to the powers of any of the officers of these Companies or of Attorneys-in-Fact.

RESOLVED, That the signature of any of the persons described in the foregoing resolution may be facsimile signatures as fixed or reproduced by any form of typing, printing, stamping or other reproduction of the names of the persons hereinabove authorized."

CERTIFICATION OF POWER ATTORNEY

I, Judy Fagan, Asst. Secretary of TRINITY UNIVERSAL INSURANCE COMPANY, SECURITY NATIONAL INSURANCE COMPANY and TRINITY UNIVERSAL INSURANCE COMPANY OF KANSAS, INC. do hereby certify that the foregoing Resolution of the Boards of Directors of these Corporations, and the Power Attorney issued pursuant thereto, are true and correct and are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each Corporation
 this 8th day of March, 1982.
 /s/ Judy Fagan
 Judy Fagan, Asst. Secretary

SEAL SEAL SEAL

**IN THE MATTER OF
 ADJOURNMENT**

County Judge, Harry Taylor, adjourned court until the regular session, April 12, 1982.

**COMMISSIONER'S COURT
 REGULAR SESSION
 APRIL 12, 1982**

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS met in Regular Session on Monday, April 12, 1982, in the Titus County Courtroom with a quorum present of the following members:

HARRY TAYLOR	COUNTY JUDGE
DEMPSEY JOHNSON	COMMISSIONER PRECINCT 1
MITCHELL WALKER	COMMISSIONER PRECINCT 3
FRED FREEMAN	COMMISSIONER PRECINCT 4
EUGENIA ROACH	COUNTY CLERK
ABSENT: BERT PARR	COMMISSIONER PRECINCT 2

and the following proceedings were had to wit:

County Judge, Harry Taylor, called the regular session of The Commissioner's Court to order. The Meeting was adjourned by The County Judge because an error was made on the notice of meeting of The Commissioner's Court giving the meeting date as April 13, 1982. The Commissioner's Court will meet Tuesday, April 13, 1982.

**COMMISSIONER'S COURT
 REGULAR SESSION
 APRIL 13, 1982**

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS met in Regular Session on Tuesday, April 13, 1982, in the Titus County Courtroom with a quorum present of the following members:

HARRY TAYLOR	COUNTY JUDGE
DEMPSEY JOHNSON	COMMISSIONER PRECINCT 1
MITCHELL WALKER	COMMISSIONER PRECINCT 3
FRED FREEMAN	COMMISSIONER PRECINCT 4
EUGENIA ROACH	COUNTY CLERK
ABSENT: BERT PARR	COMMISSIONER PRECINCT 2

and the following proceedings were had to wit:

**IN THE MATTER OF
 CALLING BINGO ELECTION FOR PRECINCT 1**

Motion made by Commissioner Freeman and seconded by Commissioner Johnson calling a Bingo Election for Precinct 1 for August 14, 1982. Motion carried unanimously.

**IN THE MATTER OF
 EAST TEXAS HIGHER EDUCATION RESOLUTION**

Motion made by Harry Taylor, County Judge to approve the East Texas Higher Education Resolution for student loans. Motion carried unanimously. See Page 29-A

**IN THE MATTER OF
 APPROVING PLATS**

Motion made by County Judge, Harry Taylor, and seconded by Commissioner Freeman to approve two plats, Woodland Estates and Oak Lane Estates in Precincts 4 and 2. Motion carried unanimously.

**IN THE MATTER OF
 DISCOUNT FOR EARLY PAYMENT OF TAXES**

Motion made by Commissioner Freeman and seconded by Commissioner Johnson to continue the discount for early payment of taxes. Motion carried unanimously.