

IN THE MATTER OF  
COUNTY PARK IMPROVEMENTS

Motion was made by Commissioner Logan and seconded by Commissioner Thomas to table this matter. Motion carried unanimously.

IN THE MATTER OF  
PAYING APRIL ACCOUNTS

Motion was made by Commissioner Logan and seconded by Commissioner Thomas approving payment of April accounts. Motion carried unanimously.

IN THE MATTER OF  
OFFICIALS' APRIL REPORT

Motion was made by Commissioner Thomas and seconded by Commissioner Johnson approving officials' April reports. Motion carried unanimously.

IN THE MATTER OF  
APPROVING APRIL COURT MINUTES

Motion was made by Commissioner Clark and seconded by Commissioner Logan approving the court minutes for April. Motion carried unanimously.

IN THE MATTER OF  
AUDITOR'S REPORT

Motion was made by Commissioner Logan and seconded by Commissioner Thomas approving the Auditor's Report for April. Motion carried unanimously.

IN THE MATTER OF  
ADJOURNMENT

Motion was made by Commissioner Logan and seconded by Commissioner Thomas to adjourn court until the next meeting. Motion carried unanimously.

SPECIAL COMMISSIONERS'  
COURT MEETING  
MAY 11, 1983

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS met in Special Session on Wednesday, May 11, 1983, with a quorum present of the following members;

BILL R. HARPER  
JAMES C. THOMAS  
LOYD CLARK  
ABSENT: DEMPSEY JOHNSON  
RONNIE LOGAN

COUNTY JUDGE  
COMMISSIONER PRECINCT 2  
COMMISSIONER PRECINCT 4  
COMMISSIONER PRECINCT 1  
COMMISSIONER PRECINCT 3

and the following proceedings were had to wit;

The Commissioners' Court met with The City Council for a Workshop Meeting at The Alps Restaurant. No action was taken.

The above and foregoing minutes for the Month of May, 1983, were read and approved this 13th day of June, 1983.

Bill R. Harper  
BILL R. HARPER, COUNTY JUDGE

Dempsey Johnson  
DEMPSEY JOHNSON, COMMISSIONER, PRECINCT 1

James C. Thomas  
JAMES C. THOMAS, COMMISSIONER PRECINCT 2

Ronnie Logan  
RONNIE LOGAN, COMMISSIONER PRECINCT 3

Lloyd Clark  
LOYD CLARK, COMMISSIONER PRECINCT 4

Eugenia Roach  
EUGENIA ROACH, COUNTY CLERK

COMMISSIONERS' COURT  
REGULAR MEETING  
JUNE 13, 1983

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS met in Regular Session on Monday, June 13, 1983, in the Titus County Courtroom with a quorum present of the following members;

BILL R. HARPER  
DEMPSEY JOHNSON  
JAMES C. THOMAS  
RONNIE LOGAN  
LOYD CLARK  
EUGENIA ROACH

COUNTY JUDGE  
COMMISSIONER PRECINCT 1  
COMMISSIONER PRECINCT 2  
COMMISSIONER PRECINCT 3  
COMMISSIONER PRECINCT 4  
COUNTY CLERK

and the following proceedings were had to wit;

IN THE MATTER OF  
FOREST SERVICE AGREEMENT  
FOR FIRE FIGHTING EQUIPMENT

Motion was made by Commissioner Clark and seconded by Commissioner Thomas authorizing the County Judge to sign an agreement with The Texas Forest Service for fire fighting equipment. The Commissioners stipulated prior approval by the court will be required on all fire fighting equipment repairs. Motion carried unanimously.

AGREEMENT between Titus COUNTY COMMISSIONERS' COURT and TEXAS FOREST SERVICE a part of the Texas A & M University System

THIS AGREEMENT, made this the 17th day of February, 1983, by and between the Commissioners' Court of Titus County, Texas, acting by and through the County Judge, and the Texas Forest Service, a part of the Texas A&M University System, acting by and through the State Forester, Texas A&M University System, commencing with the effective date of this agreement.

WITNESSETH, that the parties to the agreement subscribe to the following as it relates to pre-suppression fire-break plowing and fire suppression in Titus County.

1. Promotion - The Texas Forest Service, with the help of other public agricultural agencies, will promote the use of the equipment for the establishment of firebreaks for protection of forests.
2. Use of Equipment - The equipment will be used solely (a) for plowing pre-suppression firebreaks, e.g., along highway and railroad rights-of-way, as designated by the County Judge or his appointed representative and (b) for suppression of wild forest fires and range fires that endanger forests.
3. Equipment and Its Maintenance Costs -  
The Texas Forest Service will furnish gratis a used 2-ton truck equipped with tilt-bed, a light tractor and a plow. The Commissioners' Court will pay for the operation, housing and maintenance of all equipment and for the personnel for its operation. The truck, tilt-bed, tractor and plow loaned by the Texas Forest Service will be returned in as good condition as when received by the Commissioners' Court, ordinary wear excepted, when it is no longer used for the purpose designated herein.
4. Administration
  - a. Forest Fire Suppression
    - (1) Upon request, the Texas Forest Service will cooperate in the development of the plans.
  - b. Pre-Suppression Firebreak Plowing
    - (1) The Commissioners' Court may make available the application forms to be signed by a landowner who wants this service. The Texas Forest Service is available to suggest to the County Commissioners the information that should be included in the application form. It should contain information that will enable a landowner to compute the approximate cost of constructing his firebreaks.
    - (2) The collection of payments is the responsibility of the Commissioners' Court.
    - (3) Representatives of the Texas Forest Service are available to inspect random firebreaks that are plowed to determine their effectiveness. If there are any suggestions for improvement, they will be communicated to the county judge or the person assigned the responsibility for the equipment's operation.
5. Operator Training  
The Texas Forest Service will train the equipment operator in the operation and maintenance of the equipment assigned to him and give additional training in fire suppression tactics and in the establishing of firebreaks, provided this request is made by the Commissioners' Court.
6. Liability  
The Texas Forest Service is held harmless for any liability or claim related to the conduct of the program.
7. Restrictions  
The loan of the Texas Forest Service equipment is on a temporary basis. The Texas Forest Service reserves the right to pick up the truck-tractor plow unit if the units are not used solely for the intended use of this agreement.

APPROVAL RECOMMENDED:

/s/ Bill R. Harper  
County Judge

/s/ Patrick E. Ebarb  
Head, Fire Control Department  
Texas Forest Service

Titus County  
Commissioners' Court

/s/ Bruce R. Miles  
State Forester, Texas Forest Service  
Texas A&M University

IN THE MATTER OF  
RESOLUTION FOR FARM TO  
MARKET ROAD 2152 RIGHT OF WAY

Motion was made by Commissioner Thomas and seconded by Commissioner Logan approving the resolution for improvements on Farm To Market Road 2152 Right Of Way. Motion carried unanimously.

RESOLUTION CONCERNING IMPROVEMENTS ON FM ROAD 2152 AT HAYES CREEK, .5 MILES N. IH-30

WHEREAS, at a regular meeting of the Commissioner's Court of Titus County on June 13, 1983, the matter of improvements on F.M. 2152 at Hayes Creek were considered, and

WHEREAS, this location has a narrow, deficient bridge situated between two sharp curves and creates an undesirable travelway for the traveling public, and

WHEREAS, certain improvements have been proposed by the State Department of Highways and Public Transportation, providing all necessary right of way is furnished clear of obstructions and free of cost to the State, now

THEREFORE BE IT RESOLVED that the Commissioners' Court requests the State Department of Highways and Public Transportation to proceed with development of right of way requirements and Titus County in cooperation with the City of Mt. Pleasant will pay 50% of the cost of acquiring the necessary right of way on this project.

Motion for approval by Commissioner James Thomas, seconded by Commissioner Ronnie Logan and approved by a count of 4 votes for - and 0 votes against. Motion carried.

STATE OF TEXAS    I  
COUNTY OF TITUS   I

I hereby certify the foregoing to be a true and correct action taken by the Commissioner's Court of Titus County, Texas, on June 13, 1983.

S E A L

/s/ Eugenia Roach  
Eugenia Roach, Clerk of County Court  
Titus County, Texas

IN THE MATTER OF  
TYPEWRITER FOR COUNTY CLERK

Motion was made by Commissioner Thomas and seconded by Commissioner Clark approving the purchase of (1) IBM Selectric typewriter for The County Clerks Office. Motion carried unanimously.

IN THE MATTER OF  
RESOLUTION FOR BIDS ON STUDY  
OF OFFICE SPACE NEEDS WITH CITY

Motion was made by Commissioner Logan and seconded by Commissioner Johnson to table the resolution for bids until after 1:00 P.M. Motion carried unanimously.

Motion was made by Commissioner Logan and seconded by Commissioner Clark to call for bids on a study of office space needs with the City. The Commissioners will ask for public response on this matter prior to the July court meeting. Motion carried. Voting for: James Thomas, Ronnie Logan, Loyd Clark. Against: Dempsey Johnson

RESOLUTION OF INTENT CITY OF MOUNT PLEASANT AND COUNTY OF TITUS  
WHEREAS, the City Government for the City of Mount Pleasant and the County Government for the County of Titus both have a genuine desire to serve the needs and interest of their citizens.

NOW THEREFORE, BE IT RESOLVED that it is the intention of the City Council for the City of Mount Pleasant and the Commissioner's Court for the County of Titus to join together in a feasibility study concerning the joint utilization and funding of a City-County office building, or separate facilities. The proposed study is to consider future facility needs for the two entities. Recommendations for selection of a competent firm of architect (s) and/or planner(s) to perform the said feasibility study will be made after a thorough review by a steering committee composed of two members of the City Council and two members of the Commissioner's Court. Proposals to perform the study shall be accepted after proper public notification of advertisement in the Mount Pleasant Daily Tribune.

Upon agreement by both governing bodies a contract shall be prepared whereby the cost of such study shall be shared equally by the City and County.

SIGNED, ACCEPTED and APPROVED, this the 13 day of June, 1983.

CITY OF MOUNT PLEASANT

Mayor \_\_\_\_\_  
ATTEST \_\_\_\_\_  
City Secretary

COUNTY OF TITUS

/s/ Bill R. Harper  
County Judge

ATTEST Eugenia Roach  
County Clerk

IN THE MATTER OF  
BIDS FOR MOTOR GRADER, PRECINCT 2

Motion was made by Commissioner Thomas and seconded by Commissioner Clark to accept the low bid of \$65,000.00

from Plains Machinery Company for a Motor Grader for Precinct 2. Motion carried unanimously. The following bids were also received:  
 Geo. P. Bane, Inc. - \$70,598.00      Darr Equipment Co. - \$109,223.00

PLAINS MACHINERY COMPANY, 307 South Eastman Road, P.O. Box 7038, (214) 757-4790, Longview, Texas 75602]  
 June 10, 1983

Titus County No. 2, County Auditor, Mt. Pleasant, Texas 75455

Attention: Honorable Judge and County Commissioners

Gentlemen: - We are pleased to furnish the following quotation for your consideration: - One New Gallion Model A-500 Articulated Motor Grader powered with International Model B-466 4-cycle, 6-cylinder 150 H.P. diesel engine; 4 forward - 4 reverse power shift transmission; hydraulic power steering; controls fully hydraulic; 12' x 24" x 3/4" high carbon steel blade; 11-shank V-type scarifier; 14:00 x 24-10 ply tires, front and rear; enclosed ROPS cab with safety glass, heater, defroster, windshield wipers; turn and work lights; hydraulic shiftable moldboard; hydra-tilt moldboard; vandalism lockup protection, and all other standard equipment to meet or exceed your specifications.

Net Price F.O.B. Mt. Pleasant, Texas.....\$65,000.00      -      Warranty; Six (6) months  
 Terms: Net 30 days      -      Delivery: From stock, subject to prior sale

Texas sales tax will be charged unless evidence of exemption is furnished prior to delivery.

Sincerely,  
 PLAINS MACHINERY COMPANY  
 /s/ Eddy Icenhower  
 Eddy Icenhower  
 Vice President-General Manager

EL:lp  
 Enclosure

#### IN THE MATTER OF FIRE PROTECTION AGREEMENT

Motion was made by Commissioner Clark and seconded by Commissioner Thomas to table this matter until the agreement is presented to the Court. Motion carried unanimously.

#### IN THE MATTER OF JOB TRAINING CONSORTIUM AGREEMENT

Motion was made by Commissioner Clark and seconded by Commissioner Thomas approving the Job Training Consortium Agreement with "ATCOG". Motion carried unanimously.

#### JOB TRAINING CONSORTIUM AGREEMENT FOR THE ARK-TEX JOB TRAINING CONSORTIUM

The State of Texas County  
 of Titus

Know All Men By these Presents

This Job Training Consortium Agreement (hereinafter called the "Agreement") by and between the Counties of Bowie, Cass, Delta, Franklin, Hopkins, Lamar, Morris, Red River, and Titus, Texas (hereinafter called the "Counties"), each political subdivisions and units of general local government of the State of Texas and the Ark-Tex Council of Governments (hereinafter called the "ATCOG"), a regional planning commission created by and operating pursuant to Article 1011a, Vernon's Texas Civil Statutes.

WITNESSETH: Whereas, pursuant to 29 U.S.C. §1501 (1982), the Job Training Partnership Act (hereinafter called the "Act") and the federal regulations promulgated thereunder (hereinafter called the "Regulations") assistance is made available in the form of grants to authorized consortiums providing for the planning and administration of job training under the Act.

Whereas, the Counties are contiguous units of general local governments with an aggregate population in excess of 200,000 and represent a substantial portion of labor market area;

Whereas, the Ark-Tex Job Training Consortium, the Consortium created hereby (hereinafter called the "Consortium") in order to implement requirements imposed by the Act, shall become effective upon the execution of the Agreement by all of the Counties;

Whereas, the Counties have determined that it is desirable to establish a definite basis for the implementation of job training programs under the Act throughout the Service Delivery Area;

Now, therefore, in consideration of the mutual covenants, obligations, and benefits herein contained, and in accordance with the terms and provisions of the Act and Regulations, the Counties and ATCOG agree to the terms and conditions hereinafter set forth, to-wit;

I. STATUTORY AUTHORITY This agreement has been formed and entered into by all parties hereto pursuant to the terms and provisions of the Act, and the Regulations.

II. ARK-TEX JOB TRAINING CONSORTIUM - 2.01 Activities: There is hereby created a consortium to be known as the Ark-Tex Job Training Consortium whose activities shall include but not be limited to, the following:

- (a) Such federally-supported job training activities as are designated by the United States Department of Labor, United States Department of Health and Human Services, and other appropriate federal agencies;
- (b) Such state-supported job training programs as are designated by the Governor and the State of Texas; and
- (c) Other such programs related to the development of employment and training as may be developed in the future.

2.02 Counties and Population: The Counties which are members of the consortium, along with their respective populations, are as follows: Counties and 1980 Census: Bowie, 75,301 - Cass 29,430 - Delta 4,839 - Franklin 6,893 - Hopkins 25,247 - Lamar 42,156 - Morris 14,629 - Red River 16,101 - Titus 21,442

2.03 Population to be Served: The population to be served through the Agreement includes the populations residing within the territorial boundaries of the Counties as enumerated in Section 2.02 above.

2.04 Term: The creation of the consortium shall be effective as of the date of execution of the Agreement by all Counties and shall remain in full force and effect until terminated; provided, however, that in no event shall the consortium be terminated prior to the expiration of the period of duration of the Grant sought hereby.

III. ARK-TEX COUNCIL OF GOVERNMENTS - 3.01 Designation of ATCOG: The Counties hereby agree that the ATCOG shall be designated to act on behalf of the consortium and fulfill responsibilities necessary to create and maintain Job Training Programs within the Service Delivery Area.

3.02 Powers and Functions of ATCOG: The ATCOG shall have the power to establish a Private Industry Council (pursuant to Section 102 of the Act), to negotiate agreements with the Private Industry Council to determine the procedures for development of the job training plan and select the grant recipient and administrative entity for the Service Delivery Area, to jointly develop with the employment service plans required under the Wagner-Peyser Act of 1933 (as amended), to enter into contracts and subgrants and other necessary agreements to promulgate intent and programs of the Act.

3.03 Execution of Agreements: All agreements shall be executed by the chief executive officer of ATCOG.

#### IV. PRIVATE INDUSTRY COUNCIL

4.01 Establishment: The ATCOG shall, as per Section 3.02, establish a Private Industry Council (hereinafter called PIC) in compliance with Section 102 of the Act and any rules or regulations as may be issued thereunder. In establishing the original membership on such PIC, the President of the ATCOG shall serve as the chief elected official of the region as provided for in the Act.

4.02 Representation: Representation shall be apportioned on a population basis with the original representation to be as follows:

COUNTY	PRIVATE SECTOR	OTHER
Bowie	3	2
Cass	2	1
Delta	1	1
Franklin	1	1
Hopkins	2	2
Lamar	2	2
Morris	1	1
Red River	1	1
Titus	2	1

In addition, five (5) at large delegates will be appointed to provide representation for multi-county organizations, businesses, agencies, and/or other groups with special needs and interests.

4.03 Powers and Duties: The PIC shall have the powers, duties, and responsibilities set forth in the Act and/or federal or state rules and regulations pertaining thereto.

V. RESOURCE ALLOCATION - The Counties hereby agree that all authorized programs and funds for such programs as may be available to the Consortium under the terms of the Grant, Act, and Regulations shall be allocated to the benefit of the Counties in conformity with the Act and Regulations.

#### VI. WITHDRAWAL FORM AND AMENDMENT OF AGREEMENT

5.01 Withdrawal: Any County wishing to withdraw from the Agreement may do so upon providing written notice to ATCOG no less than forty-five (45) days prior to the proposed date of withdrawal. Upon receipt of such notice of withdrawal submitted pursuant to the foregoing, the remaining Counties shall make immediate arrangements for an orderly transition of responsibilities in conformity with applicable laws, rules and regulations.

5.02 Amendment: This Agreement may be amended at any time upon the unanimous written consent of all the Counties and ATCOG.

SIGNATURE  
James D. Goerke  
NAME  
Executive Director  
TITLE  
Date

/s/ Bill R. Harper  
SIGNATURE  
Bill R. Harper  
NAME  
County Judge  
Title  
June 13, 1983  
Date

#### IN THE MATTER OF AGREEMENT WITH LIGHTBOURN EQUIPMENT CO. FOR STANDBY GENERATOR FOR JAIL

Motion was made by Commissioner Logan and seconded by Commissioner Johnson approving the agreement with Lightbourn Equipment Co. for inspection of the standby generator for the County jail. Motion carried unanimously.

LIGHTBOURN EQUIPMENT CO. Phone 233-5151, Area Code 214,

ONAN, 13649 Beta, Dallas, Texas

INSPECTION AGREEMENT - This Inspection Agreement is entered into by the Lightbourn Equipment Company of Dallas, Texas and the generating set owner below named (herein called OWNER), for the purpose of setting forth the terms and conditions governing Lightbourn Equipment Company's obligations to inspect OWNER'S emergency standby generating set (s) and associated equipment listed below. This inspection will attempt to minimize the necessity of emergency service attention, thus assuring upkeep practices performed by trained and qualified personnel at a minimum of expense.

Upon acceptance of this Agreement, Lightbourn Equipment Co. will render the following services only:

Equipment will be inspected during regular business hours at least 2 times each year that this Agreement remains in effect. These inspections will include:

1. All spark plugs will be cleaned and adjusted, or replaced when necessary (Gasoline). Injectors to be checked and pop tested when necessary (Diesel).
2. Ignition condensers and points to be adjusted and cleaned or replaced when necessary. Timing will be checked and set when necessary.
3. The entire equipment to be lubricated, and the oil will be changed, if the running time meter indicates more than 50 hours operation since the last oil change.
4. Fuel tanks and lines will be inspected for the purpose of determining if excessive sludge or rust is collecting. All fuel filters and sediment bowls will be cleaned or replaced when necessary.
5. All equipment will be checked for fuel and/or water leaks.
6. All battery and battery connections will be inspected and reports made of any action necessary for recharging or replacing.
7. All air cleaners will be cleaned and refilled (oil bath) dust removed (dry type).
8. All brushes on generator will be checked for proper setting and operation.
9. Inspect and clean commutator and slip rings.
10. Check cooling system for leaks and anti-freeze protection level (water cooled), check for proper air discharge and evidence of over heating (air cooled).
11. Automatic transfer switch will be checked for proper operation, contacts will be cleaned and all moving parts therein will be lubricated.
12. All instruments to be checked for proper operation and indication.
13. Instruct proper personnel, if such personnel is available and present at time of inspection, on operating and upkeep procedures between regular calls by Lightbourn Equipment Company.
14. After all of the above has been completed, Lightbourn Equipment Company will run the generating set and conduct tests under OWNER'S load providing OWNER makes such load available and it is practical to run the test concerned.
15. Lightbourn Equipment Company will submit a report to the OWNER of the entire inspection, advising OWNER of any further parts or work which appear to Lightbourn Equipment Company.

It is understood that by this Agreement, Lightbourn Equipment Co. is not obligated to supply any parts, lubricants or coolants. Any additional labor time and/or parts will be billed to the OWNER at standard rates.

Emergency service between regular inspections will be provided at standard rates for labor, plus current prices for parts, plus the round trip mileage and traveling charges from Dallas, Texas. This Agreement does not include expenses to repair damage caused by abuse, accident, theft, acts of a third person, forces of nature, or altering the equipment. Lightbourn Equipment Company shall not be responsible for failure to render the service for causes beyond its control, including strikes and labor disputes.

OWNER understands and agrees that Lightbourn Equipment Co. is not responsible for special or consequential damages, including loss of time, injury to person or property or any other consequential damage or incidental or economic loss due to unit or equipment failure. Lightbourn Equipment Co. does agree to correct by repair or replacement any defects of material or workmanship installed under this Inspection Agreement which may develop under normal and proper use within 30 days from installation, provided Owner gives Lightbourn Equipment Co. written notice within 48 hours of such defects and Lightbourn Equipment Company's inspection substantiates OWNER'S claim. Such correction shall constitute a fulfillment of all obligations to the OWNER and shall constitute OWNER'S sole remedy.

ALL OTHER WARRANTIES, EXPRESS AND IMPLIED INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY WAIVED DISCLAIMED AND EXCLUDED.

This Agreement is not assignable without the consent of Lightbourn Equipment Co. and will remain in force until cancelled by either party through written notice to the other, said notice providing that cancellation shall be effective 30 days after receipt of the party receiving said notice. The annual rate listed is payable upon acceptance of OWNER

LOCATION: 304 Van Buren, Mt. Pleasant, Texas MANUFACTURER: Onan ENG./GEN. MODEL: 30.0SK-3R/25249A  
SERIAL NO: 1820632394 SWITCH NO: OTUDD150-3/1202C SERIAL NO: 1820632581 ANNUAL RATE: \$804.00

LOCATION: MANUFACTURER: ENG./GEN MODEL: SERIAL NO: SWITCH MODEL: SERIAL NO:  
ANNUAL RATE:

Equipment Owner  
Titus County Jail  
  
Address: 304 Van Buren  
Mt. Pleasant, Texas  
Area Code (214) 572-3791  
By: /s/ Bill R. Harper  
County Judge

Lightbourn Equipment Co.  
by /s/ R. W. Whitman  
13649 Beta  
Dallas, Texas 75234  
(214) 233-5151

EFFECTIVE DATE OF AGREEMENT: July 1, 1983

IN THE MATTER OF  
TUCCO AGREEMENT ON  
MAINTAINING NEW COUNTY ROAD CROSSING

Motion was made by Commissioner Logan and seconded by Commissioner Thomas to table this matter until later.  
Motion carried unanimously.

IN THE MATTER OF  
TITUS COUNTY INDUSTRIAL  
DEVELOPMENT CORPORATION

Motion was made by Commissioner Thomas and seconded by Commissioner Logan to request the president (or representative) of each bank in the County and Mt. Pleasant Savings and Loan to serve on The Titus County Industrial Development Corporation. Judge Harper has authority to contact those named. The individuals to be approved next court day. Motion carried unanimously.

IN THE MATTER OF  
LOCATION OF VOTING BOXES

Tabled until next court day.

IN THE MATTER OF  
AGREEMENT WITH TALCO

Motion was made by Commissioner Logan and seconded by Commissioner Thomas approving agreement with the City of Talco. Motion carried unanimously.

THE STATE OF TEXAS  
COUNTY OF TITUS WHEREAS, the City of Talco through its governing body is desirous of paving and improving and maintaining certain streets and roads within its corporate limits;

WHEREAS, the City of Talco is located in Titus County, Texas in its Commissioner Precinct 3;

WHEREAS, it is acknowledged by the parties hereto that both Titus County and the City of Talco is responsible for and have authority over streets and roads within the corporate limits of the City of Talco, Texas;

IT IS THEREFORE AGREED by the City of Talco and Titus County, the City of Talco acting through its mayor, Joe Morse and Titus County acting through its commissioner for Precinct 3, Ronnie Logan, both having the authority to execute this agreement on behalf of their principals the following:

1. That the City of Talco will furnish materials of every kind and nature necessary for the improving, paving, and maintenance of the streets and roads in the City of Talco, Texas;
2. That Titus County will furnish the machinery necessary and the labor to pave, improve and maintain the streets and roads of Talco, Texas.

IT IS FURTHER AGREED AND UNDERSTOOD that the work contemplated hereunder will be completed on or about the 1st. of July; that the parties hereto both have complete and full understanding of the work to be accomplished.

SIGNED this the 31 day of May, 1983.

ATTEST:

/s/ Jone Clemmons  
Secretary, City of Talco

/s/ Joe B. Morse  
Mayor, City of Talco  
/s/ Ronnie Logan  
Ronnie Logan, Commissioner Precinct 3

IN THE MATTER OF  
WEIGHT LIMITS ON COUNTY ROADS

Motion was made by Commissioner Logan and seconded by Commissioner Clark establishing weight (or load) limits on county roads to 40,000 pounds gross. Motion carried unanimously.

IN THE MATTER OF  
PAUPER'S FUNERAL EXPENSE  
(CHANCELLER EDWARDS)

Motion was made by Commissioner Logan and seconded by Commissioner Thomas to table this matter until next court day. Motion carried unanimously.

IN THE MATTER OF  
APPROVING MINUTES FOR MAY

Motion was made by Commissioner Johnson and seconded by Commissioner Logan approving the Court minutes for May. Motion carried unanimously.

IN THE MATTER OF  
APPROVING OFFICERS' REPORTS

Motion was made by Commissioner Logan and seconded by Commissioner Johnson approving the officers' reports for May. Motion carried unanimously.

IN THE MATTER OF  
AUDITOR'S REPORT

Motion was made by Commissioner Logan and seconded by Commissioner Johnson approving the Auditor's report for May. Motion carried unanimously.

IN THE MATTER OF  
PAYMENTS OF ACCOUNTS

Motion was made by Commissioner Logan and seconded by Commissioner Johnson approving the payment of May accounts. Motion carried unanimously.

IN THE MATTER OF  
ADJOURNMENT

Motion was made by Commissioner Clark and seconded by Commissioner Logan to adjourn until next court day. Motion carried unanimously.

COMMISSIONERS' COURT  
SPECIAL SESSION  
JUNE 15, 1983

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS met in Special Session on Wednesday, June 15, 1983 with a quorum present of the following members:

BILL R. HARPER  
DEMPSEY JOHNSON  
JAMES C. THOMAS  
RONNIE LOGAN  
LOYD CLARK

COUNTY JUDGE  
COMMISSIONER PRECINCT 1  
COMMISSIONER PRECINCT 2  
COMMISSIONER PRECINCT 3  
COMMISSIONER PRECINCT 4

The Commissioners' Court met with the City Council for a Working Session. No action was taken.

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The above and foregoing minutes for the month of June, 1983, were read and approved this 11th day of July, 1983.

Bill R. Harper  
BILL R. HARPER, COUNTY JUDGE

Ronnie Logan  
RONNIE LOGAN, COMMISSIONER PRECINCT 3

Dempsey Johnson  
DEMPSEY JOHNSON, COMMISSIONER PRECINCT 1

Lloyd Clark  
LOYD CLARK, COMMISSIONER PRECINCT 4

James C. Thomas  
JAMES C. THOMAS, COMMISSIONER PRECINCT 2

Eugenia Roach  
EUGENIA ROACH, COUNTY CLERK

COMMISSIONER'S COURT  
REGULAR MEETING  
JULY 11, 1983

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS met in Regular Session on Monday, July 11, 1983, in the Titus County Courtroom with a quorum present of the following members:

BILL R. HARPER  
DEMPSEY JOHNSON  
JAMES C. THOMAS  
RONNIE LOGAN  
LOYD CLARK  
EUGENIA ROACH

COUNTY JUDGE  
COMMISSIONER PRECINCT 1  
COMMISSIONER PRECINCT 2  
COMMISSIONER PRECINCT 3  
COMMISSIONER PRECINCT 4  
COUNTY CLERK

and the following proceedings were had to wit: