

IN THE MATTER OF  
USE OF COURTHOUSE

Motion was made by Commissioner Logan and seconded by Commissioner Thomas to table the matter of use of the courthouse. Motion carried unanimously.

IN THE MATTER OF  
ADJOURNMENT

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

The above and foregoing minutes for the month of January, 1983, were read and approved this 14th day of February, 1983.

Bill R. Harper  
BILL R. HARPER, COUNTY JUDGE

Eugenia Roach  
EUGENIA ROACH, COUNTY CLERK

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

COMMISSIONER'S COURT  
SPECIAL SESSION  
FEBRUARY 1, 1983

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS met in Special Session on Tuesday, February 1, 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  
COUNTY BUDGET

The Commissioners Court met for a work session on the 1983 County budget. No motions were made and no action taken.

IN THE MATTER OF  
ADJOURNMENT

Motion was made by Commissioner Logan and seconded by Commissioner Thomas to adjourn. Motion carried unanimously.

COMMISSIONER'S COURT  
REGULAR SESSION  
FEBRUARY 14, 1983

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS met in Regular Session on Monday, February, 14, 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  
BIDS FOR AUDIT

Motion was made by Commissioner Logan and seconded by Commissioner Thomas to accept the bid of Oakerson and

Arnold to conduct county audit for the years 1981 and 1982. Motion carried unanimously.  
AGREEMENT FOR EXAMINATION OF FINANCIAL STATEMENTS

Agreement made as of February 8, 1983, between County of Titus (hereinafter called the "County") and Oakerson, Arnold & Co., Certified Public Accountants (hereinafter called the "Accountants").

In consideration of the mutual undertakings contained, the parties hereto agree to as follows:

The Accountants shall examine the financial statements of the County for the year ended December 31, 1981, and the nine months ended September 30, 1982, in accordance with generally accepted auditing standards.

The financial statements are prepared on the basis of cash revenues and cash expenditures; consequently, such financial statements do not give effect to accounts receivable, accounts payable and accrued items. Further, a statement of fixed assets is not presented. The County's financial statements are not intended to present financial position and results of operations in conformity with generally accepted accounting principles. Therefore, our examination will be performed for the purpose of expressing an opinion as to the fairness of presentation of cash balances and investments arising from cash transactions of the County and as to the revenues collected and expenses paid and the financial paid and the financial information relating to long-term debt and interest expense.

The examination will include a general review of the system of internal control and accounting and reporting procedures of all funds including auditor's office, county tax office, treasurer's office, justice of peace office, sheriff's office, etc.

The Accountants are not considering a detailed examination of all transactions nor do the Accountants expect that they would necessarily discover fraud, should any exist. The Accountants will, however, inform the County Auditor of any findings that appear unusual or abnormal.

The Accountants shall promptly bring to the attention of the County Auditor any unusual conditions which may, in the opinion of the Accountants, require auditing or accounting services to exceed those contemplated by this agreement, as evidenced by the amount of compensation estimated. The Accountants shall not proceed with performance of the additional services required by such unusual conditions unless specifically authorized to do so by the Commissioners Court.

The County shall make available to the Accountants all books, records, minutes, files, and other documents of the County necessary for the satisfactory completion of the examination of financial statements.

AGREEMENT FOR EXAMINATION  
 OF FINANCIAL STATEMENTS

- 2 -

February 8, 1983

The County acknowledges that it has responsibility for proper recording of transactions. The Accountants will report their findings in a standard accountants' report.

The Accountants shall perform the examination of financial statements for the year ended December 31, 1981, and deliver the resulting report by March 18, 1983, provided they can begin no later than February 21, 1983. The September 30, 1982, audit will be performed and report issued by May 31, 1983.

Upon completion of the examination of financial statements, at a time agreed to by the Accountants and the County, the Accountants shall report orally the findings of the examination of financial statements, if requested.

Accountants fees for the examinations will be as follows: Year ended December 31, 1981, no less than \$8,000.00 and no more than \$9,000.00. Period ended September 30, 1982, no less than \$6,750.00 and no more than \$7,750.00. Such fees to be paid upon delivery of audit reports.

OAKERSON, ARNOLD & CO.  
 Certified Public Accountants  
 By /s/ Earl M. Oakerson

COUNTY OF TITUS

By /s/ Bill R. Harper  
 County Judge

By /s/ Eugenia Roach  
 Attest  
 County Clerk

IN THE MATTER OF  
 CHILD WELFARE BOARD

Motion was made by Commissioner Thomas and seconded by Commissioner Clark to appoint Joan Howell and Cathy Lutes to The Child Welfare Board. Four Hundred Dollars (\$400.00) is allocated per month to the Child Welfare Board with the stipulation the Board can request lowering or raising the amount of money furnished by the county. Motion carried unanimously.

IN THE MATTER  
 BIDS FOR BANK DEPOSITORY

Motion was made by Commissioner Logan and seconded by Commissioner Clark to discuss the bids for bank depository from InterFirst Bank and Guaranty Bank in executive session. Motion carried unanimously.

IN THE MATTER OF  
 APPROVING SHERIFF DEPUTY BONDS

Motion was made by Commissioner Thomas and seconded by Commissioner Clark to approve the following bonds: Deputy Sheriff, Durl Dixon; Reserve Deputy Sheriff, James Larkin Drummond and Ronald William McKaughen. Motion carried unanimously.

IN THE MATTER OF  
RESOLUTION AND AGREEMENT FOR  
BRIDGE REPLACEMENT, PRECINCT 4

Motion was made by Commissioner Clark and seconded by Commissioner Logan approving the resolution and agreement for bridge replacement and rehabilitation in Precinct 4. Motion carried unanimously.

RESOLUTION AUTHORIZING THE COUNTY TO ENTER  
INTO AN AGREEMENT WITH THE  
STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION

STATE OF TEXAS I  
COUNTY OF TITUS I

Mt. Pleasant, TEXAS  
February 14, 1983

MOTION was made by Commissioner Lloyd Clark and seconded by Commissioner Ronnie Logan that the Titus County Commissioners Court authorizing the County Judge to enter into an agreement with the State Department of Highways and Public Transportation Highway Commission, for the replacement by the State Department of Highways and Public Transportation of the bridges described below and that Titus County agrees to furnish all required right-of-way, provide for the adjustment of utilities and pay twenty percent (20%) of the preliminary engineering and construction cost.

Bridge on County Road 259 at Harts Creek, 0.7 Mile East of County Road 257

VOTE on the motion was as follows:

Commissioners:  
Dempsey Johnson - Aye  
James Thomas - Aye

Commissioners:  
Ronnie Logan - aye  
Lloyd Clark - aye

WHEREUPON the motion was declared carried.

STATE OF TEXAS I  
COUNTY OF TITUS I

I hereby certify that the foregoing is a true and correct copy of order passed by the Titus County Commissioners Court on Feb. 14, 1983.

S E A L

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

CONSTRUCTION AND MAINTENANCE AGREEMENT  
FOR BRIDGE REPLACEMENT OR REHABILITATION  
OFF THE STATE SYSTEM

THIS AGREEMENT, made this 14th day of February, 1983, by and between the State Department of Highways and Public Transportation, Party of the First Part, hereinafter called the "Department", and Titus County, a local government, or governmental agency or entity, Party of the Second Part, hereinafter called the "Governmental Agency" acting by and through its County Commissioners Court and by virtue of the authority shown on Exhibit A attached hereto and made a part hereof.

WITNESSETH

WHEREAS, the Governmental Agency is owner of a bridge located on a public road within its jurisdiction at Harts Creek, on County Road 259, 0.7 Mile East of County Road 257; and  
WHEREAS, under Title 23, United States Code is amended by the Surface Transportation Assistance Act of 1978 and subsequent Federal legislation, a program entitled 1983-84 Federal-Aid Bridge Replacement and Rehabilitation Program has been approved by the State Highway and Public Transportation Commission and said bridge is included in this program; and  
WHEREAS, it is incumbent upon the Department to assure accomplishment of this work.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, as hereinafter set forth, it is agreed as follows:

1. The Governmental Agency hereby authorizes the Department or its contracted consultant and Department's contractor to enter on the site of said bridge and adjacent right of way or relocation right of way to perform surveys, inspection, construction and other purposes necessary to replace or rehabilitate said bridge and approaches.
2. The Governmental Agency agrees to provide, at its expense, the necessary adjustment of any and all utilities and services, whether publicly or privately owned, as may be necessary to permit the work authorized herein. Existing utilities will be adjusted in respect to location and type of installation in accordance with requirements of the Department.
3. The Governmental Agency agrees to provide 20% of the actual construction cost of the bridge replacement or rehabilitation project including preliminary engineering and construction engineering and agrees to acquire at its expense any additional right of way, if required. Forty-five days prior to the date scheduled for the contract letting the Governmental Agency agrees to pay to the State, by check made payable to State Treasurer Account of Trust Fund No. 927 an escrow amount equal to 20% of the estimated cost of the project including preliminary engineering. If, after receipt of bids, or at any time anticipated expenditures exceed the amount on deposit, the Governmental Agency upon request of the State shall promptly remit the requested amount representing their prorata share. Any excess funds on deposit will be reimbursed to the Governmental Agency upon project completion.
4. If prior to receipt of the escrow payment, the Governmental Agency elects to terminate the project, the Governmental Agency shall reimburse the State for those eligible expenses incurred which are attributable to the project.

5. The Department will prepare or provide for the construction plans, advertise for bids and let the construction contract, or otherwise provide for the construction and will supervise the construction or reconstruction as required by the plans. The cost of all services performed by the Department will be borne by others. It is mutually agreed that as the project is developed to the construction stage, both parties shall approve the plans by signature approval thereon, and a copy of such plans will be attached hereto, marked "Exhibit B", and made a part hereof.

6. In the event the terms of this agreement are in conflict with the provisions of any other existing agreements and/or contracts between the Governmental Agency and the Department, this agreement shall take precedence over the other agreements and/or contracts.

7. Upon completion of the project, the Governmental Agency agrees to accept ownership and operate and maintain the facility authorized by this agreement for the benefit of the public without charge.

8. The Governmental Agency agrees to indemnify the Department against any and all claims for damages to adjoining, abutting or other property for which the Department is or may be liable arising out of, incident to or in any manner associated with or attributed to the project.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate on the day above stated.

PARTY OF THE SECOND PART

\_\_\_\_\_  
 Titus  
 Name of Governmental Agency

By: Bill R. Harper  
 \_\_\_\_\_  
 County Judge  
 Title of Executing Official

ATTEST:

/s/ Eugenia Roach

\_\_\_\_\_  
 County Clerk  
 Title

PARTY OF THE FIRST PART

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the State Highway and Public Transportation Commission:

By: \_\_\_\_\_  
 Assistant Engineer-Director  
 Executed and approved for State Highway and Public Transportation Commission under authority of Commission Minute Order No. 78501, dated May 20, 1981.

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
 District Engineer (19)

\_\_\_\_\_  
 Chief Engineer, Highway Design

\_\_\_\_\_  
 Bridge Engineer

IN THE MATTER OF  
 NOTIFYING STATE ON  
 HIGHWAY 49 RIGHT OF WAY

Motion was made by Commissioner Clark and seconded by Commissioner Johnson authorizing County Judge, Bill R. Harper, to notify Mr. L. L. Jester the county is ready to proceed with Right of way purchase on Highway 49 to Morris County Line. Motion carried unanimously.

IN THE MATTER OF  
 LETTER FROM JUSTICE COURT  
 TRAINING CENTER

Motion was made by Commissioner Logan and seconded by Commissioner Thomas approving letters received from The Texas Justice Court Training Center for Justices of the Peace, Kay McNutt, William D. Alberts, and Johnny Brown. Motion carried unanimously.

TEXAS JUSTICE COURT TRAINING CENTER  
 SOUTHWEST TEXAS STATE UNIVERSITY  
 SAN MARCOS, TEXAS 78666  
 (512) 245-2349

Hon. Bill Harper  
 Titus County  
 Courthouse  
 Mt. Pleasant, Texas 75455

January 19, 1983

Dear Judge Harper:

During the week of January 9-14, 1983, Judge Kay McNutt successfully completed a forty hour course in the duties of the office of Justice of the Peace. Article 5972 of the Texas Revised Civil Statutes requires each newly elected/appointed Justice of the Peace to complete a forty hour course in the duties of the Justice of the Peace Office and to also complete a twenty hour course each year thereafter. This article affects all justices who took office since August 30, 1963 and are not licensed attorneys. This training program is provided at virtually no cost to the county through a grant from the Governor's Office, Criminal Justice Division.

We at the Training Center realize how important it is to you and the people you serve to insure that your county Justices of the Peace are properly trained and equipped to carry out the duties and obligations of the office. As almost ninety percent of our citizenry have their one and only contact with a lower court judge, it is imperative that this contact be as judicious as possible.

You may wish to enter this letter in the minutes of your next commissioners court meeting in order that it may



become a permanent record. If we at the Training Center can ever be of assistance, please do not hesitate to call. Sincerely, /s/ Ronald D. Champion  
 Ronald D. Champion  
 Executive Director

TEXAS JUSTICE COURT TRAINING CENTER  
 SOUTHWEST TEXAS STATE UNIVERSITY  
 SAN MARCOS, TEXAS 78666  
 (512) 245-2349

February 9, 1983

Hon. Bill Harper  
 Titus County  
 Courthouse  
 Mt. Pleasant, Texas 75455

Dear Judge Harper:

During the week of January 30 - February 4, 1983, Judges William D. Alberts and Johnny Brown successfully completed a forty hour course in the duties of the office of Justice of the Peace. Article 5972 of the Texas Revised Civil Statutes requires each newly elected/appointed Justice of the Peace to complete a forty hour course in the duties of the Justice of the Peace office and to also complete a twenty hour course each year thereafter. This article affects all justices who took office since August 30, 1963 and are not licensed attorneys. This training program is provided at virtually no cost to the county through a grant from the Governor's office, Criminal Justice Division.

We at the Training Center realize how important it is to you and the people you serve to insure that your county Justices of the Peace are properly trained and equipped to carry out the duties and obligations of the office. As almost ninety percent of our citizenry have their one and only contact with a lower court judge, it is imperative that this contact be as judicious as possible.

You may wish to enter this letter in the minutes of your next commissioners court meeting in order that it may become a permanent record. If we at the Training Center can ever be of assistance, please do not hesitate to call. Sincerely, /s/ Scott C. Smith  
 Scott C. Smith  
 Executive Director

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IN THE MATTER OF  
 EXPENSE ACCOUNT POLICY

Motion was made by Commissioner Logan and seconded by Commissioner Clark approving out of town travel expenses for officials as follows: 22¢ per mile, \$20.00 per diem, single rate for motel or hotel room and conference fees for meetings. Motion carried unanimously.

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IN THE MATTER OF  
 APPOINTING HISTORICAL COMMITTEE

Motion was made by Commissioner Thomas and seconded by Commissioner Johnson appointing the following persons to the State Historical Committee: Oma Edwards, Jim Stansell, Linda Stansell, and Eugenia Roach. Motion carried unanimously.

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IN THE MATTER OF  
 METHOD OF APPROVING BILLS

Motion was made by Commissioner Thomas and seconded by Commissioner Johnson to continue the present method of paying and approving bills. The County Judge, Auditor and each Commissioner will sign each bill presented for payment. Motion carried unanimously.

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IN THE MATTER OF  
 APPROVING INSURANCE COVERAGE  
 FOR COURTHOUSE AND  
 BIDS ON OTHER COUNTY INSURANCE

Motion was made by Commissioner Clark and seconded by Commissioner Logan approving payment of insurance coverage for the courthouse to Buford Insurance Company and putting all other insurance for the county up for bid to all general insurance companies in the County. Motion carried unanimously.

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IN THE MATTER OF  
 INDUSTRIAL DEVELOPMENT CORP.

Motion was made by Commissioner Logan and seconded by Commissioner Clark to table the matter of The Industrial Development Corporation until next court day. Motion carried unanimously.

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IN THE MATTER OF  
 CONSTABLES EQUIPMENT

Motion was made by Commissioner Clark and seconded by Commissioner Logan approving purchase of radios for constables at \$650.00 each. Motion carried unanimously.

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IN THE MATTER OF  
APPROVING JANUARY BILLS

Motion was made by Commissioner Clark and seconded by Commissioner Logan to pay January bills. Motion carried unanimously.

IN THE MATTER OF  
SALARY GRIEVANCE COMMITTEE

The County Clerk received an acceptance to serve on The Salary Grievance Committee from Mrs. Ladye L. Smith. No letter was received from Charlene E. Stepp or Troy Newman. Therefore, The County Judge, Bill R. Harper, drew two (2) names to replace the ones not accepting the appointment. Motion was made by Commissioner Johnson and seconded by Commissioner Thomas to place Virgil F. Tolbert and Patsy Ruth Slaughter on The Salary Grievance Committee upon their acceptance. Voting aye: Commissioners Johnson, Thomas and Clark. Voting no: Commissioner Logan. Motion carried.

IN THE MATTER OF  
AUDITOR'S REPORT

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

IN THE MATTER OF  
ACCEPTING BID OF GUARANTY BANK  
AS COUNTY DEPOSITORY

Motion was made by Commissioner Logan and seconded by Commissioner Thomas accepting the bid submitted by The Guaranty Bank as the county depository. The first option was chosen. Motion carried unanimously. The Commissioners wanted it noted their main reason for changing the depository from Interfirst Bank was they did not want a fixed rate for two (2) years. Two bids were received, one each from The Guaranty Bank and InterFirst Bank..

February 14, 1983

GUARANTY BANK  
ARTHUR B. SCHARLACH, JR., PRESIDENT

Commissioner's Court  
Titus County, Texas  
Mt. Pleasant, Texas

Re: Bid for Titus County Depository

Gentlemen:

The Guaranty Bank hereby submits the following bid to become the depository bank for Titus County, Texas, for the period of February 14, 1983, through February 14, 1985. We enclose our check for \$10,119.57 as per your requirements in making this bid.

Our bid will have two options for you to consider as to how your accounts are to be carried and the interest program the Guaranty Bank will follow. Either option is agreeable to Guaranty Bank, however, your decision as to which is chosen will be for the full term of the bid.

First Option: Accounts being carried the same as they are presently, with approximately the same average balances as were carried in 1982.

- I. Non-interest bearing accounts will have no service charge and free checks;
  - II. CD's in excess of \$100,000.00 will draw BancTexas or InterFirst negotiable CD rates, whichever is higher;
  - III. Other time deposits will draw the maximum rate allowed by law for a commercial bank at the time deposited;
  - IV. Extensions of credit of any kind will be made at the interest rate of one-half of BancTexas or InterFirst floating prime lending rate whichever is lower, plus one point.
- Example: Prime Rate 11.00%  
 $\frac{1}{4}$  Prime 5.50%  
 $\frac{1}{2}$  Prime + 1 6.60% Loan Rate and Overdraft Rate

Commissioner's Court  
Titus County Funds Bid  
February 14, 1983  
Page two (2)

V. Any service or facility of Guaranty Bank will be available to the County for its use on a standard fee basis;

VI. We pledge to perform all duties and obligations expected of us as County Depository according to law and at the pleasure of the County Commissioner's Court.

Second Option: Super Now Accounts and Money Market Plus Accounts used in lieu of non-interest bearing accounts.

- I. Super Now Accounts will bear Guaranty Bank's variable rate minus one-half point;
  - II. Money Market Plus Investment Accounts will pay Guaranty Bank's variable rate minus one-half point.
  - III. Non-interest bearing checking accounts will be handled in a standard manner;
  - IV. Negotiable CD'S will be paid on a BancTexas or Interfirst, whichever is higher, negotiable CD rate less three quarters percent;
  - V. All other time deposits will draw the maximum rate allowed by law for a commercial bank on time deposits;
  - VI. Extensions of credit of any kind will be made with an interest rate of one-half of BancTexas or InterFirst prime lending rate, whichever is lower, plus one percent.
- Example: Prime Rate 11.00%  
 $\frac{1}{4}$  Prime 5.50%  
 $\frac{1}{2}$  Prime + 1 6.50% Loan Rate and Overdraft Rate

VII. All services and facilities of Guaranty Bank will be available to the County for their use at the normal fee basis;  
 VIII. We hereby pledge to perform all duties and obligations expected of us as County Depository according to law and at the pleasure of the County Commissioner's Court.

It will be a privilege to serve as the County Depository for the next two years and your consideration of this bid will be greatly appreciated. Yours very truly, /s/ Art Scharlach, Jr.  
 Arthur B. Scharlach, Jr.  
 AS/man

IN THE MATTER OF  
 APPROVING OFFICIALS' REPORTS

Motion was made by Commissioner Clark and seconded by Commissioner Johnson approving the January reports of officials. Motion carried unanimously.

IN THE MATTER OF  
 APPROVING JANUARY MINUTES

Motion was made by Commissioner Thomas and seconded by Commissioner Johnson approving the January, 1983, minutes. Motion carried unanimously.

IN THE MATTER OF  
 ADJOURNMENT

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

COMMISSIONER'S COURT  
 SPECIAL MEETING  
 FEBRUARY 28, 1983

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS met in Special Session on Monday, February 28, 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  
 BIDS FOR SHERIFF'S CARS

Motion was made by Commissioner Clark and seconded by Commissioner Thomas accepting the low bid from Donnie Keck Ford, Inc. for three (3) cars. Motion carried unanimously. Bids were received from Sandlin Motors, Inc. and Spann Motors, Inc.

FORD	FORD	DONNIE KECK FORD, INC.	
	MERCURY	203 Ferguson Road	P.O. Box 972
	LINCOLN	Telephone 572-3486	
		Mt. Pleasant, Texas 75455	

February 28, 1983

We are happy to submit bids on the following units for the Titus County Sheriff's Department.  
 1983 Ford LTD Crown Victoria S 4-door Sedan - Black and white-fenders, hood and deck lid black, doors and top white - 351 Engine - 5.8L V-8 Output Police Package including: Alternator: 100 amp., Battery: 71 amp. hr., maintenance-free with heat shield, Brakes: Heavy Duty Power - Front disc/rear drum. Cooling Package: (Police level with viscous fan) - Decklid Release: Remote control electric (release in glove box) - Exhaust System: Dual Frame: Heavy Duty - Map Light, Dual Beam - Parking Brake Release, Automatic - Heavy Duty Flight Bench Seats - Single Key Locking System - Speedometer: 0-140 MPH calibrated in 2 MPH increments - Steering, Power: with forward-mounted, external oil cooler - Suspension, Police: Includes heavy-duty high rate front and rear springs, extra control 1 3/8 inch shock absorbers, heavy duty front and rear police stabilizer bars, unique lower and upper control arm bushings - Tires: P225/70R15 BSW Police fabric radials with conventional spare tire - Transmission, Automatic Overdrive: With First Gear Lockout Feature to prevent holding vehicle in first gear - Transmission Oil Cooler: External front mounted - Wheels: Heavy-duty 15" x 6.5" safety rims - 2 barrel carburetor Front and Rear Bumper Guards - AM Radio - Air Conditioning - 2 Outside mirrors, right and left side - Tinted Windshield - Clock - Rubber Floor Mats - Rear Door Handles Inoperative - 2 Spotlights mounted right and left side

Trade difference between the 1980 Ford and the 1979 Chevrolet and 3 (three) new units as detailed above will be \$27,321.00 (twenty seven thousand, three hundred, twenty one dollars and no cents). Thank you,  
/s/ Donnie Keck Ford, Inc.  
 Donnie Keck Ford, Inc.

IN THE MATTER OF  
COUNTY BUILDING ON 11TH STREET

Motion was made by Commissioner Clark and seconded by Commissioner Logan to advertise for bids to repair the County building on 11th Street. Motion carried unanimously.

IN THE MATTER OF  
APPROVING LEASES FOR  
PRECINCTS 1 AND 4

Motion was made by Commissioner Logan and seconded by Commissioner Clark approving the Oil Dirt Mixing land leases for Precincts 1 and 4. Motion carried unanimously.

6215 Sul Ross Lane  
Dallas, Texas  
January 20, 1983

Titus County Auditor  
Mt. Pleasant, Texas

Dear Sir: COMMISSIONER DEMPSEY JOHNSON requested by phone, that I send a one year lease concerning the mixing ground for 1983, the agreement was for \$600.00, and one dollar a load for dirt.

YOURS TRULY  
/s/ W. M. Austin  
W. M. Austin

/s/ Dempsey Johnson

THE STATE OF TEXAS I  
COUNTY OF TITUS I

KNOW ALL MEN BY THESE PRESENTS:

Made this 9th day of February, 1983, by and between W. G. Goodwin and wife, Tommie Goodwin, known herein as lessor and County of Titus, Precinct #4, known herein as Lessee, (the terms "Lessor" and "Lessee" shall be construed in the singular or plural number according as they respectively represent one or more than one person.

WITNESSETH: That the said Lessor does by these presents, Lease and Demise unto the said Lessee the following described property, to wit: Lying and being situated in the County of Titus, State of Texas out of the W. C. Keith Survey, Abst. No. 322, and being a portion of a 165.69 acre tract conveyed by Florene Johnson to Dalva Allen et ux by deed recorded in Vol. 330, page 371 of the Deed Records of said County, and bounded as follows: BEGINNING at an iron stake for corner in the northwesterly right-of-way line of the St. Louis Southwestern Railroad at the southeast corner of the above mentioned 165.69 acre tract, said stake also being in the projected west right of way line of a road leading to the Keith Cemetery; THENCE in a Southwesterly direction, along said railroad right of way line and along a curve to the right as follows: Radius = 1860.10 feet, long chord brs South 64 deg 35' 50" West 410.18 feet through a Central Angle of 12 deg 39' 37" a distance of 411.01 feet to an iron stake for corner; THENCE NORTH 0 deg 21' East 690.81 feet to an iron stake for corner in a fence line; THENCE SOUTH 77 deg 26' East, along said fence line, 399.53 feet to an acre tract and also being in the west right of way line of the above mentioned road leading to the Keith Cemetery; THENCE in a southwesterly direction, along the east line of said 165.69 acre tract and with the west right of way line of said road as follows: S 2 deg 19' W 305.24 feet to the place of beginning, containing 4.92 acres of land and being the same land described in a deed dated November 14, 1978 from Dalva Allen and Wife, LaVonne Allen to W. G. Goodwin et ux recorded in Vol. 422, Page 601 of the Deed Records of Titus County, Texas, reference to which is here made for a more complete description.

SAVE AND EXCEPT from the above described land the metal building located on the North Side of the above described land, with the right of egress and ingress.

for the term of one (1) year beginning the 1st day of February, 1983 and ending the 31st day of January, 1984, paying therefore the sum of ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$1,500.00) payable in advance.

The Lessee will well and punctually pay said rents, and in a manner and form as hereinbefore specified, and quietly deliver up said premises on the day of the expiration of this lease, in as good condition as the same were in when received, reasonable wear and tear thereof excepted, subject to the provision hereinafter contained.

That the said premises shall be used for storing oil dirt and gravel, mixing oil dirt, parking for county machinery and equipment and for no other purposes.

That Lessee will not sub-let said premises, or any part thereof, to any person or persons whatsoever, without the consent of said Lessor, IN WRITING, thereto first obtained.

And it is further covenanted and agreed between the parties aforesaid as follows:

The Lessee may remove the top soil on the land herein leased for any reason whatsoever during the term of this lease, including but not limited to mixing oil and other substances with the top soil and removed from the premises as county property.

The covenants herein shall extend to and be binding upon the heirs, executors and administrators of the parties to this lease.

IN TESTIMONY WHEREOF, the parties to this agreement have hereunto set their hands in duplicate, the day and year above written.

W. G. Goodwin  
W. G. Goodwin Lessor  
Tommie Goodwin Lessor  
Tommie Goodwin  
COUNTY OF TITUS, PRECINCT #4  
by: Loyd Clark  
Loyd Clark, Commissioner of Precinct No. 4

THE STATE OF TEXAS ()  
COUNTY OF TITUS ()

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this day personally appeared W. G. Goodwin and wife, Tommie Goodwin, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of February, 1983.

S E A L

DOROTHY STEPHENSON  
Notary Public in and for State of Texas  
My commission expires: 3-31-85

THE STATE OF TEXAS ()  
COUNTY OF TITUS ()

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this day personally appeared LOYD CLARK, Commissioner of Precinct No. 4 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 9th day of February, 1983.

S E A L

Dorothy Stephenson  
Notary Public in and for State of Texas  
My commission expires: 3-31-85

IN THE MATTER OF  
APPOINTMENT FOR REGIONAL  
COUNCIL ON AGING

Motion was made by Commissioner Logan and seconded by Commissioner Thomas appointing Myrle B. Parsons to The Regional Council on aging. Motion carried unanimously.

IN THE MATTER OF  
JUSTICE OF THE PEACE  
EQUIPMENT

Motion was made by Commissioner Clark and seconded by Commissioner Thomas not to approve purchasing of Justice of the Peace equipment, Tex-A-Pag. Those Voting Yes: Dempsey Johnson, James Thomas and Loyd Clark. Those voting no: Ronnie Logan. Motion carried.

IN THE MATTER OF  
TYPEWRITER FOR JUSTICE OF THE PEACE

Motion was made by Commissioner Thomas and seconded by Commissioner Johnson approving one IBM Selectric typewriter for Justices of the Peace Johnny M. Brown and Kay McNutt. Motion carried unanimously.

IN THE MATTER OF  
CITY OF WINFIELD STREETS

Motion was made by Commissioner Thomas and seconded by Commissioner Clark approving assistance to Winfield on repairing city streets. Motion carried.

CITY OF WINFIELD  
P.O. BOX 98 WINFIELD, TEXAS 75493

February 8, 1983

The Honorable Bill Harper,  
Titus County Judge

The Honorable Commissioners  
of Titus County, Texas  
Gentlemen:

As Mayor of the City of Winfield, Texas, and a Representative of the City Council, my purpose for this letter is to petition the Commissioner's Court to assist the City of Winfield.

On February 7, 1983, Councilman Roy Satterwhite made the following motion, "The City of Winfield requests the County of Titus for assistance in repairing streets, amount of cost undetermined, due to the fact we have no street repair equipment." This motion was seconded by Albert Miller and passed unanimously. Therefore, this petition is an action of the governing body of the City of Winfield.

We appreciate your considering our petition.

Sincerely,  
CITY OF WINFIELD,  
/s/ Jack Gandy  
Jack Gandy, Mayor

IN THE MATTER  
AGREEMENT WITH TEXAS  
FOREST SERVICE

Motion was made by Commissioner Thomas and seconded by Commissioner Logan to table the matter of agreement between the County and the Texas Forest Service. Motion carried.

IN THE MATTER OF  
USE OF COURTHOUSE

Motion was made by Commissioner Clark and seconded by Commissioner Logan to table the use of the Courthouse pending an opinion from the Attorney General on the matter. Motion carried unanimously.

IN THE MATTER OF  
ADJOURNMENT

Motion was made by Commissioner Logan and seconded by Commissioner Clark to adjourn. Motion carried unanimously.

The above and foregoing minutes for the month of February, 1983, were read and approved this 14th day of March, 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

*Loyd Clark*  
LOYD CLARK, COMMISSIONER PRECINCT 4

*Eugenia Roach*  
EUGENIA ROACH, COUNTY CLERK

COMMISSIONER'S COURT  
SPECIAL MEETING  
MARCH 11, 1983

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS MET IN Special Session on Friday, March 11, 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 above members of The Commissioners Court met with the City Council for a workshop meeting to review City-County matters and working relations. No action taken.

COMMISSIONER'S COURT  
REGULAR SESSION  
MARCH 14, 1983

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS met in Regular Session on Monday, March 14, 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  
CLOSING ROAD IN PRECINCT 2  
AND TUGCO CONSTRUCTING ROAD

Motion was made by Commissioner Johnson and seconded by Commissioner Thomas approving execution of an order to close two (2) County roads and constructing one (1) County road by Tugco in Precinct 2. Motion carried unanimously.

THE STATE OF TEXAS }  
COUNTY OF TITUS }

BE IT REMEMBERED that the Commissioners Court of Titus County met in Regular Session on March 14, 1983, after notice of the meeting had been posted in the form, manner and place required by law, with a quorum of its members present and participating in the meeting. When among other matters the following came on to be considered, and action taken thereon, to-wit:

Came on to be considered the application of TEXAS UTILITIES GENERATING COMPANY to close two (2) segments of a certain county road lying South of Interstate Highway 30, and East of the White Oak Springs Baptist Church, in Titus County, Texas, more fully described as:

(1) On the first closing, it is proposed to close a segment of a county road situated in the MARTIN BINNION SURVEY, A-30, which runs from a point East of the White Oak Springs Baptist Church and then South (this segment of the road being shown as Road #1 on the attached map) to a road which is known as the Ranch Village Road