

IN THE MATTER OF
WORKSHOP ON
COURTHOUSE PLANS

No action taken on courthouse plans.

IN THE MATTER OF
ADJOURNMENT

Motion was made by Commissioner Loyd Clark and seconded by Commissioner Dempsey Johnson to adjourn. Motion carried unanimously.

COMMISSIONERS' COURT
SPECIAL MEETING
SEPTEMBER 23, 1985

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS met in Special Session on Monday, September 23, 1985, in the Titus County Courtroom with the following members present:

DEMPSEY JOHNSON
JAMES C. THOMAS
J.W. TERRELL, JR.
LOYD CLARK
EUGENIA ROACH

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

ABSENT: BILL R. HARPER

COUNTY JUDGE

and the following proceedings were had to wit:

IN THE MATTER OF
RESOLUTION FOR TEXAS
COUNTY AND DISTRICT
RETIREMENT SYSTEM

Motion was made by Commissioner James Thomas and seconded by Commissioner J.W. Terrell, Jr. to adopt resolution for Texas County and District Retirement System. Motion carried unanimously. (See Page 347 for Resolution)

IN THE MATTER OF
BIDS FOR SALE
OF EQUIPMENT

Motion was made by Commissioner James Thomas and seconded by Commissioner Dempsey Johnson to accept the highest bids received. Motion carried unanimously.

Bids submitted and those accepted:

Unit #1 - Hoyt Taylor \$200.00; Terry Johnson, \$555.00; Cliff Russell, \$451.50; Frank Lee, \$1125.00 (accepted).
Unit #2 - Alvie Neeley, \$755.00; Hoyt Taylor, 1288.00 (accepted).
Unit #3 - Hoyt Taylor, \$200.00; Cliff Russell, \$600.50 (accepted).
Unit #4 - Hoyt Taylor, \$100.00; Talsie McCoo, \$150.00; Cliff Russell, \$175.50 (accepted).
Unit #5 - Morris Nichols, \$851.00; Terry Johnson, \$350.00; R.C. Huff, \$795.00; Alvie Neeley, \$885.00; Hoyt Taylor, \$1358.00 (accepted).
Unit #6 - Morris Nichols, \$751.00; R.C. Huff, \$505.00; Alvie Neeley, \$760.00; Hoyt Taylor, \$1427.00 (accepted).
Unit #7 - Hoyt Taylor \$100.00 (accepted).

Sept. 20, 1985.

I submit the following bids:

Unit #1 - 1-1975 Chev. 3-ton Truck with bed	\$200.00
Unit #2 - 1-Massey Ferguson Mowing Tractor	\$1,288.00
Unit #3 - 1-1966 2-ton Chev. Oil Tank Truck	200.00
Unit #4 - 1-7' John Deere Blade (3 point hookup)	100.00
Unit #5 - 1-150 Massey Ferguson Tractor w/ shredder	1,358.00
Unit #6 - 1-180 Massey Ferguson Tractor	1,427.00
Unit #7 - 1-1973 Chev. Dump Truck	100.00

Thank You,
/s/ Hoyt Taylor
Box 424
Talco, Texas 75487

214-379-2553

ESTIMATE OF REPAIRS
CLIFF'S PAINT & BODY SHOP, INC.

607 North Washington - 214-572-5678
Mt. Pleasant, Texas 75455

NAME	Titus County Commission Court	Date	9-23-85
I Cliff Russell bid on			
Unit (1) 75 Chev 3 ton truck & Dump Bed		\$451.50	
Precinct (1) (Johnson)			
Unit (3) 66 2 ton Chev Truck & Oil Tank		\$600.50	
Precinct (#2) Thomas			
Unit (4) 7 ft John Deere blade 3		\$175.50	
point hookup			
Precinct (2) Thomas			

/s/ Cliff Russell

11 Sept 85

Bid:			
Item I Pct. 1	1975 Chev Dump Truck	\$1,125.00	
	/s/ Frank Lee		
	Route 1 Box 182		
	Mt. Pleasant, Tx		
	572-5303		

IN THE MATTER OF
OFF - SYSTEM BRIDGES INSPECTION
REPORT AND REPLACEMENT PROGRAM

Motion was made by Commissioner Dempsey Johnson and seconded by Commissioner J.W. Terrell, Jr. to accept the inspection report of the off-system bridges and to accept the state proposal on White Oak Creek bridges. The County will pay 10% now and 10% at a later date. Motion carried unanimously. (See Pages 345A, 346A & 347A)

IN THE MATTER OF
COUNTY FIRE TRUCK

Motion was made by Commissioner Loyd Clark and seconded by Commissioner J.W. Terrell, Jr. to table this matter. Motion carried unanimously.

IN THE MATTER OF
LANDFILL PROPOSAL FROM CITY

Motion was made by Commissioner James Thomas and seconded by Commissioner Dempsey Johnson to accept the proposal of the city for payment of \$3750.00 per month for landfill use, with the provision the county and city runs a check the four seasons of the year to determine accurate payment by the County. Motion carried unanimously.

IN THE MATTER OF
APPROVING BOBBY BIGGERSTAFF,
DEPUTY SHERIFF

Motion was made by Commissioner Dempsey Johnson and seconded by Commissioner James Thomas approving Bobby Biggerstaff as deputy sheriff. Motion carried unanimously.

IN THE MATTER OF
CURBS AND GUTTERS AT
NEW COUNTY JAIL

Tabled.

IN THE MATTER OF
PLATS

Motion was made by Commissioner James Thomas and seconded by Commissioner J.W. Terrell, Jr. to approve the plat "Hopes Landing." Motion carried unanimously.

RESOLUTION

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

THIS AGREEMENT, made on the date shown hereinafter, by and between the State Department of Highways and Public Transportation, hereinafter called the "Department", and the Titus County Commissioners' Court, a local government, or governmental agency or entity, hereinafter called the "Governmental Agency" acting by and through its County Judge and by virtue of the authority shown on Exhibit A attached hereto and made a part hereof.

W I T N E S S E T H

WHEREAS, the Governmental Agency is owner of a bridge located on a public county road within its jurisdiction at White Oak Creek, 0.6 Mi. North of FM2132; and

WHEREAS, under Title 23, United States Code as amended by the Surface Transportation Assistance Act of 1978 and subsequent Federal legislation, a program entitled the 1985-86 OFF-STATE SYSTEM 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.

A G R E E M E N T

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, or that portion of the cost of the project not reimbursable by the Federal Highway Administration. The Governmental Agency further agrees to acquire, at no cost to the Department, any additional right of way, if required.

Within 30 days following execution of this agreement the Governmental Agency agrees to pay to the Department by check made payable to the State Department of Highways and Public Transportation and amount equal to 10% of the estimated cost of the project. Forty-five days prior to the Department's scheduled date for the contract letting, the Governmental Agency agrees to pay to the Department an amount equal to the remaining 10% of its obligation. If, at any time during plan development or construction of the project, it is found that the amount received is insufficient to pay the Governmental Agency's obligation, then the Department shall immediately notify the Governmental Agency which shall promptly transmit the required amount to the Department. After the project is completed, the actual cost will be determined by the Department, based on its standard accounting procedures, and any excess funds paid by the Governmental Agency shall be returned to the Governmental Agency.

4. If, after execution of the agreement, the Governmental Agency elects to terminate the project, the Governmental Agency shall be responsible for those eligible expenses incurred by the State 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 THE MATTER OF
COUNTY PARK BEING
OPEN 24 HOURS DAILY

Motion was made by Commissioner James Thomas and seconded by Commissioner J.W. Terrell, Jr. to keep park open on a 24 hour basis and to try this for a period of time. Motion carried unanimously.

IN THE MATTER OF
SESQUICENTENNIAL FLAG

Motion was made by Commissioner James Thomas and seconded by Commissioner Dempsey Johnson to buy sesquicentennial flags for the Courthouse, Talco and Winfield. Motion carried unanimously.

IN THE MATTER OF
J.P. SECRETARIES AND
OFFICES

Motion was made by Commissioner J.W. Terrell, Jr. and seconded by Commissioner James Thomas to table the J.P. matter until after 10:00 a.m. Motion carried unanimously. (After 10:00 a.m.)

Motion was made by Commissioner J.W. Terrell, Jr. and seconded by Commissioner James Thomas for J.P. Johnny Mac Brown and Constable, Bobby Joe Spearman to move across the hall into the small room next to Eva Laing's office. J.P. Kay McNutt will have a full time secretary, J.P. Eva Laing and J.P. Johnny Mac Brown will share a secretary and J.P. Mike Davis will have a part time secretary. Motion carried unanimously.

IN THE MATTER OF
RECESS

Motion was made by Commissioner Loyd Clark and seconded by Commissioner J.W. Terrell, Jr. to recess until 11:00 a.m. when the court will meet with architect, Joe Thomas, on new courthouse plans. (No action to be taken). Motion carried unanimously.

IN THE MATTER OF
ADJOURNMENT

Motion was made by Commissioner James Thomas and seconded by Commissioner Dempsey Johnson to adjourn. Motion carried unanimously.

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

THE GOVERNMENTAL AGENCY

TITUS COUNTY COMMISSIONERS' COURT

THE STATE OF TEXAS

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 Commissions.

APPROVED:

By _____
Deputy Director

Date _____

By /s/ Bill R. Harper
County Judge

ATTEST:

/s/ Eugenia Roach
County Clerk
Title _____

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

THIS AGREEMENT, made on the date shown hereinafter, by and between the State Department of Highways and Public Transportation, hereinafter called the "Department", and the Titus County Commissioners' Court, a local government, or governmental agency or entity, hereinafter called the "Governmental Agency" acting by and through its County Judge and by virtue of the authority shown on Exhibit A attached hereto and made a part hereof.

W I T N E S S E T H

WHEREAS, the Governmental Agency is owner of a bridge located on a public county road within its jurisdiction at White Oak Creek, 1.2 Mi. North of FM 2152; and

WHEREAS, under Title 23, United States Code as amended by the Surface Transportation Assistance Act of 1978 and subsequent Federal legislation, a program entitled the 1985-86 OFF-STATE SYSTEM 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.

A G R E E M E N T

NOW, THEREFORE, in consideration of the promises 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, or that portion of the cost of the project not reimbursable by the Federal Highway Administration. The Governmental Agency further agrees to acquire, at no cost to the Department, any additional right of way, if required.

With in 30 days following execution of this agreement the Governmental Agency agrees to pay to the Department by check made payable to the State Department of Highways and Public Transportation an amount equal to 10% of the estimated cost of the project. Forty-five days prior to the Department's scheduled date for the contract letting, the Governmental Agency agrees to pay to the Department an amount equal to the remaining 10% of its obligation. If, at any time during plan development or construction of the project, it is found that the amount received is insufficient to pay the Governmental Agency's obligation, then the Department shall immediately notify the Governmental Agency which shall promptly transmit the required amount to the Department. After the project is completed, the actual cost will be determined by the Department based on its standard accounting procedures, and any excess funds paid by the Governmental Agency shall be returned to the Governmental Agency.

4. If, after execution of the agreement, the Governmental Agency elects to terminate the project, the Governmental Agency shall be responsible for those eligible expenses incurred by the State which are attributable to the project.

From Page 344

In the matter of Resolution for Texas County and District Retirement System.

COMMISSIONERS COURT ORDER
FOR TEXAS COUNTY AND DISTRICT
RETIREMENT SYSTEM BENEFITS

The State of Texas I
County of Titus I

On this 23 day of September, 1985, the Commissioners Court of Titus County, Texas was convened in Special session at a September Term of said Court, with the following members present, to wit:

_____, County Judge
/s/ Dempsey Johnson, Commissioner, Precinct #1
/s/ James Thomas, Commissioner, Precinct #2
/s/ J.W. Terrell, Jr., Commissioner, Precinct #3
/s/ Loyd Clark, Commissioner, Precinct #4
/s/ Eugenia Roach, County Clerk

and at such session, among other Proceedings the following order was passed:

WHEREAS, by virtue of an order of the Commissioners Court of Titus County, Texas, adopted on the 23 day of September, 1985, said County became a participating subdivision in the Texas County and District Retirement System (hereinafter called "TCDRS"); and

WHEREAS, the Actuary for TCDRS has determined and certified that the increases in benefits, credits and additional coverages hereinbelow selected, can be amortized by the County within the time under the terms prescribed by Subtitle F of Title 110B, of the Revised Civil Statutes of Texas, 1925, as amended (hereinafter called the "TCDRS Act"); it is accordingly,

ORDERED BY THE COMMISSIONERS COURT OF Titus, COUNTY, TEXAS:

"2. Effective January 1, 1986:

- (a) Any person who on or after January 1, 1986 is a TCDRS member who shall have accumulated ten (10) or more years of credited service with this County and other subdivisions that have adopted ten (10) year service retirement eligibility under Section 54.207 of the TCDRS Act and has attained the age of sixty (60) shall have the right to retire and receive a service retirement annuity.
- (b) Any person who on or after January 1, 1986 is a TCDRS member who shall have accumulated sufficient years of credited service with this County and other subdivisions which have adopted the provisions of Section 54.207 of the TCDRS Act such that, when the years of such credited service is added to the member's years of attained age produces a sum equal to or in excess of eighty (80), shall have the right to retire and receive a service retirement annuity.
- (c) Any person who on or after January 1, 1986 is a TCDRS member who shall have accumulated ten (10) or more years of credited service with this County and other subdivisions which have adopted the provisions of Section 54.207 of the TCDRS Act, and who is not eligible for service retirement, may retire and receive disability retirement annuity if the member is certified as disabled in accordance with Section 54.303 (b) (2) of the TCDRS Act.
- (d) Any person who on or after January 1, 1986 is a TCDRS member who shall have accumulated twenty (20) or more years of credited service with this county and other subdivisions that have adopted twenty (20) years deferred service eligibility or who shall have accumulated ten (10) or more years of credited service with this county and other subdivisions that have adopted ten (10) years deferred service eligibility and has attained the age of sixty (60) shall have the right of "deferred service retirement" under

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 date herein stated.

THE GOVERNMENTAL AGENCY

THE STATE OF TEXAS

TITUS COUNTY COMMISSIONERS' COURT

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.

APPROVED:

By _____
Deputy Director

Date _____

By /s/ Bill R. Harper

ATTEST:

/s/ Eugenia Roach

County Clerk

Title

the terms and conditions prescribed in Sections 54.203 and 54.207 of the TCDRS Act.

- (e) Any person who on or after January 1, 1986 is a TCDRS member and who shall have accumulated at least ten (10) years of credited service with this and other participating subdivisions which have adopted ten (10) year vesting, shall have the right, despite withdrawal from service prior to attainment of age sixty (60), to remain a member and to retire at or after age sixty (60), conditioned that he lives to date of retirement and that he shall not have withdrawn his accumulated deposits with the System.

The above order being read, it was moved and seconded that the same do pass and be adopted. Thereupon, the question being called for, the following members voted Aye: Dempsey Johnson, James Thomas, J.W. Terrell, Jr., and Loyd Clark; and the following voted No: None.

Witness our hands officially this 23 day of September, 1985.

County Judge

/s/ Dempsey Johnson
Commissioner, Precinct #1

/s/ James Thomas
Commissioner, Precinct #2

/s/ J.W. Terrell, Jr.
Commissioner, Precinct #3

/s/ Loyd Clark
Commissioner, Precinct #4

ATTEST:

/s/ Eugenia Roach

County Clerk

The above and foregoing minutes for the month of September, 1985, were read and approved this 14th day of October, 1985.

Bill R. Harper
BILL R. HARPER, COUNTY JUDGE

Dempsey Johnson
DEMPSY JOHNSON, COMMISSIONER PREC. 1

James Thomas
JAMES THOMAS, COMMISSIONER PREC. 2

J.W. Terrell, Jr.
J.W. TERRELL, JR., COMMISSIONER PREC. 3

Lloyd Clark
LOYD CLARK, COMMISSIONER PREC. 4

Eugenia Roach
EUGENIA ROACH, COUNTY CLERK