

COMMISSIONERS' COURT
SPECIAL MEETING
APRIL 24, 1989

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS' COURT met in Special Session on Monday, April 24th, 1989 in the Titus County Courtroom with the following members present:

ALFORD L. FLANAGAN
MIKE PRICE
MIKE FIELDS
J. W. TERRELL, JR.
CARL R. FERRELL
EUGENIA ROACH

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

ABSENT: NONE
and the following proceedings were had to wit:

IN THE MATTER OF
BIDS FOR ONE
USED TRUCK WITH BED

Motion was made by Commissioner Mike Fields and seconded by Commissioner J. W. Terrell, Jr. approving purchasing a 1983 Chevrolet one ton truck with bed from Sandlin Motors, Inc. Motion carried unanimously.

Sandlin Motors, Inc.

204-S.E. 16th St. - 214/572-3656 - Mt. Pleasant, Texas 75455

APR 24 1989

Purchaser Name: Titus County Commissioners' Court Pet #2 Date: 4-20-89

Address: Titus County Court House Phone: _____

City: Mt. Pleasant State: Texas Zip: 75455 Bus Phone: _____

YEAR	1983	MAKE	Chevrolet	MODEL	1-TON	BODY STYLE	Flat Bed	COLOR	Blue	TRIM	
VIN	1GBHLC34MDT100649										
LICENSE NO.	TX 2188										
STK NO.	91621										
DELIVERY DATE	7/15/80										
SUGGESTED RETAIL PRICE + DESTINATION CHARGE		YEAR		MAKE		MODEL		TOTAL PRICE		5295.00	
OPTIONAL EQUIPMENT		DOC. FEE		TRADE IN		LICENSE NO.		TRADE IN		1316.00	
ENGINE: 350 V18		SERIAL NO.		DIFF.				DIFF.		3979.00	
Air Conditioner		TAX		LICENSE				TOTAL TT&L		12.50	
Power Steering		TITLE		STATE INSPECT.				DOCUMENTARY FEE**		25.00	
Power Brakes		PAY OFF		ADD.				PAY OFF		4016.50	
Am. Fm. Radio		QUOTED BY		CR LFE		ACC & MAINT		SUB TOTAL			
Running Boards		MONTHS AT \$		BEGINNING				TOTAL CL & AM			
9" x 10" Guard		A.P.R.		INSURANCE COLL.		MECH. S.D.		SUB TOTAL			
Tuned-Up		DATE OF LBN		THRU		DATE OF LBN		INSURANCE			
SUB TOTAL		5295.00		LBN				BALANCE DUE			
DEALER INSTALLED ACCESSORIES				THRU				PR. ONE			
				DATE OF LBN		MT.		TOTAL OF PAYMENTS			
TOTAL PRICE											

*This vehicle is equipped with a General Motors engine produced in a General Motors plant operated by the _____ Division.

** A Documentary Fee is not an official fee. A Documentary Fee is not required by law, but may be charged to buyers for handling documents and performing services relating to the closing of a sale. Buyers may avoid payment of the fee to the seller by handling the documents and performing the services relating to the closing of the sale. A Documentary Fee may not exceed \$25. This notice is required by law.

I understand and agree to the terms of this order, whether on the front or the reverse side. This order contains the entire agreement proposed for the purchase of the above described vehicle and no other agreement or understanding of any nature concerning this transaction has been made unless attached to this order and signed by the seller and buyer. Seller makes no representations concerning fuel economy of the sale unit and any information posted on the sale unit or contained in literature relating to the same reflect the results of tests performed, required or prescribed by a government agency, upon which seller has relied. If the sale unit is a used motor vehicle: (1) seller will deliver to the buyer an Odometer Disclosure Statement based on written information relating to the sale unit obtained from the previous owner and upon which seller has relied; and (2) seller has obtained from the previous owner a written Certificate of Title prepared by the State Department of Highways and Public Transportation from its official records, all of the information in which seller has relied upon in the Description of Sale Unit in this order.

Thank You -- Your Business is Sincerely Appreciated

THIS ORDER CONSTITUTES THE ENTIRE AGREEMENT. NO VERBAL AGREEMENTS WILL BE RECOGNIZED. THIS ORDER IS NOT BINDING ON THE COMPANY UNLESS APPROVED BY DEALER OR SALES MANAGER.

APPROVER: SANDLIN MOTORS, INC.

SALESMAN

CUSTOMER'S SIGNATURE

PURCHASER

DISCLAIMER OF WARRANTIES
Any warranties on the products sold hereby are those made by the manufacturer. The Seller, SANDLIN MOTORS, INC., hereby expressly disclaims all warranties, other expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose and SANDLIN MOTORS, INC. neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

(OVER)

IN THE MATTER OF
APPROVING CLOSING OF
PORTIONS OF SW-22 AND SW-25 ROADS
AND BUILDING NEW ROADS IN PRECINCT 2

Motion was made by Commissioner Mike Fields and seconded by Commissioner Mike Price approving the closing of portions of SW-22 and SW-25 roads and building new roads in Precinct #2. Motion carried unanimously.

NOTICE OF APPLICATION TO CLOSE ROADS

Notice is hereby given that TEXAS UTILITIES MINING COMPANY has filed an Application to close various segments of county roads known and referred to as County Roads SW-22 and SW-25. The segments of said county roads which are sought to be closed are described in detail as well as being shown on an Exhibit attached to said Application. All of said roads are located in Titus County, Texas; and, the Application will be heard by the Commissioners Court of Titus County meeting in special session on the 24th day of April, 1989, at 9:00 A.M., in the Commissioners Courtroom in the Titus County Courthouse located in Mt. Pleasant, Texas.

A copy of the Application and accompanying maps are on file in the Office of the County Clerk of Titus County, Texas, and may be inspected by any interested person. No persons will be left without access to their residences or lands as a result of the closing of these segments of said county roads.

THIS the 3rd day of April, 1989.

TEXAS UTILITIES MINING COMPANY

By: Sam W. Russell
Sam W. Russell, Attorney for
Texas Utilities Mining Company

I hereby certify that a copy of the foregoing NOTICE OF APPLICATION TO CLOSE ROADS was posted at the Courthouse door of the Titus County Courthouse located in Mt. Pleasant, Texas, as well as being posted in two (2) places in the vicinity of the roads sought to be closed on this 3rd day of April, 1969.


Sam W. Russell

RUSSELL, RUSSELL & WOOTTEN, P.C.

ATTORNEYS AT LAW
OFFICE PHONE 572-3853-4-5
MT. PLEASANT, TEXAS 75405

TAYLOR RUSSELL (1905-1982)
SAM W. RUSSELL
HENRY WOOTTEN
CHRISTOPHER D. THOMPSON

April 3, 1969

OFFICE ADDRESS:
116 EAST THIRD STREET

MAILING ADDRESS:
POST OFFICE BOX 105

TO: County Judge and Commissioners Court of Titus County, Texas
RE: Closing of Roads in Titus County, Texas

Gentlemen:

Texas Utilities Mining Company (TUMCO) would show that it has coal and lignite leases on several thousand acres of land lying north and south of U.S. Highway 67 and south of Interstate Highway 30 in Titus County, Texas. It has started strip mining operations in this area, and in order to effectively carry out its mining program, it will be necessary that certain segments of county roads in the area be closed. Those segments of county roads which TUMCO is seeking to close are described as follows:

(1) As to the first closing, TUMCO proposes to close a segment of a county road situated south of Interstate Highway 30, identified as SW-25, beginning at the south frontage road of Interstate Highway 30 at approximately Station No. 221+00, continuing in a southerly direction approximately 0.2 miles to a curve to the left, then in an easterly direction approximately 0.2 miles to a curve to the right, then in a southerly direction approximately 0.5 miles to its intersection with County Road SW-22, said closure being marked as Road #1 on the attached map;

(2) As to the second closing, TUMCO proposes to close a segment of a county road, identified as SW-22, beginning at its intersection with County Road SW-25, continuing in a northeasterly direction approximately 0.6 miles to the north property line of a tract formerly owned by John B. Stephens, Jr., et ux, and conveyed to Texas Utilities Generating Company Warranty Deed dated June 23, 1960, recorded in Vol. 435, Page 214, Deed by Records of Titus County, Texas, said closure being marked as Road #2 on the attached map;

(3) As to the third closing, TUMCO proposes to close a segment of a county road, identified as a stub of SW-25, beginning at its intersection with County Road SW-25 situated at a curve to the left being approximately 0.3 miles from the south frontage road of Interstate Highway 30 at Station No. 221+00, continuing in a southerly direction approximately 0.3 miles to a curve to the right, then in a westerly direction approximately 0.1 miles to the end of the road, said closure being marked as Road #3 on the attached map;

(4) As to the fourth closing, TUMCO proposes to close a segment of a county road, identified as SW-22, beginning at its intersection with old County Road SW-20, continuing in a southeasterly, then easterly, and then northerly direction approximately 0.9 miles to a point approximately 0.1 miles west of the Smith Creek Bridge, said closure being marked as Road #4 on the attached map; and,

(5) As to the fifth closing, TUMCO proposes to close a segment of a county road, identified as SW-22, beginning at a point 0.2 miles east of the Smith Creek Bridge, continuing southerly and then southeasterly approximately 0.9 miles to its intersection with County Road SW-19, said closure being marked as Road #5 on the attached map.

The county roads identified in items (1), (2) and (3), above, will be closed immediately; and, in return for such closings, TUMCO agrees to construct certain roads in 1990 and 1993 described as follows:

(A) The first proposed road will begin at the south frontage road of Interstate Highway 30 at a point approximately 0.6 miles east of the Spur 185 crossover, continuing in a southerly direction approximately

1.6 miles to its intersection with an old county road, identified as County Road SW-20, said road being marked as Road #6 on the attached map;

(B) The second proposed road will begin at a point where old County Road SW-3 intersected with old County Road SW-20, continuing in a southeasterly direction approximately 1.1 miles to its intersection where old County Road SW-20 intersected with County Road SW-22, said road being marked as Road #7 on the attached map;

(C) The third proposed road will begin at a point approximately 0.2 miles east of the Smith Creek Bridge on County Road SW-22, continuing in an easterly direction approximately 0.3 miles to its intersection with County Road SW-19, said road being marked as Road #8 on the attached map;

(D) The fourth proposed road is a segment of a road that will begin at a point on County Road SW-22 approximately 0.2 miles east of the intersection of County Road SW-22 and County Road SW-19, continuing in a northwesterly direction approximately 0.3 miles to its intersection with County Road SW-19, said road being marked as Road #10 on the attached map; and,

(E) The fifth proposed road will begin at a point at the intersection of County Road SW-22 and old County Road SW-20, continuing in an easterly direction approximately 0.7 miles to a point approximately 0.1 miles west of the Smith Creek Bridge, said road being marked as Road #9 on the attached map.

After the roads which are proposed in items (A), (B), (C) and (D), above, are constructed sometime during 1990, the roads previously designated as items (4) and (5), above, will be closed. The proposed road identified in item (E), above, will be constructed sometime during 1993. A typical section of the roads proposed to be constructed by TUMCO is shown on Attachment #2 hereto.

Although there may be individuals living on lands in the vicinity of some of the roads sought to be closed, the closing of said roads will not in any manner disturb or inconvenience any such individuals, school bus routes or mail routes. There are no residents or lands not owned by TUMCO or any of its affiliated companies which will be denied access thereto.

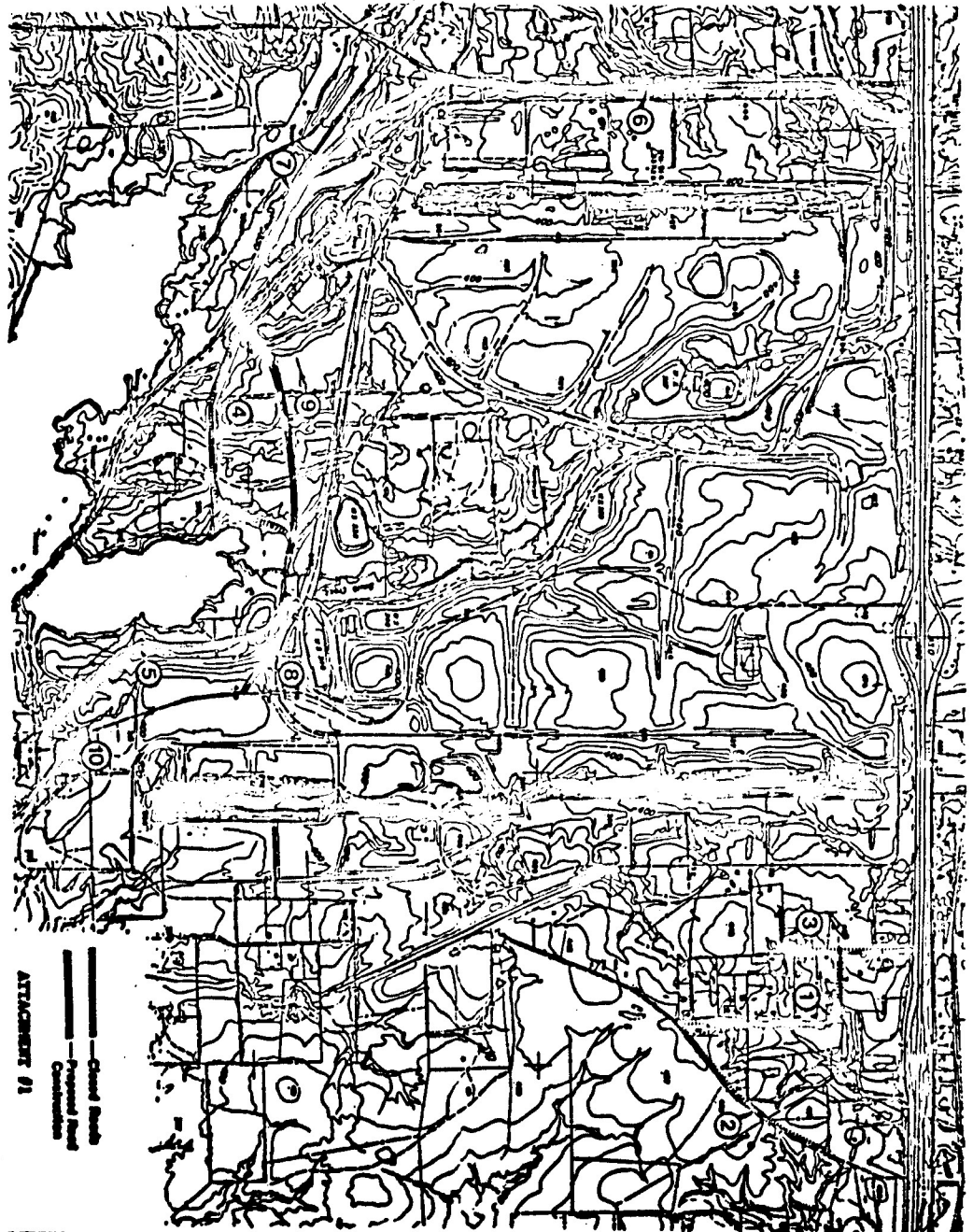
The roads sought to be closed have not been classified by the Commissioners Court of Titus County, Texas, and Applicant represents that the public interest will be better served by closing said roads in order that the area may be mined and the coal and lignite in the roads and surrounding areas be removed.

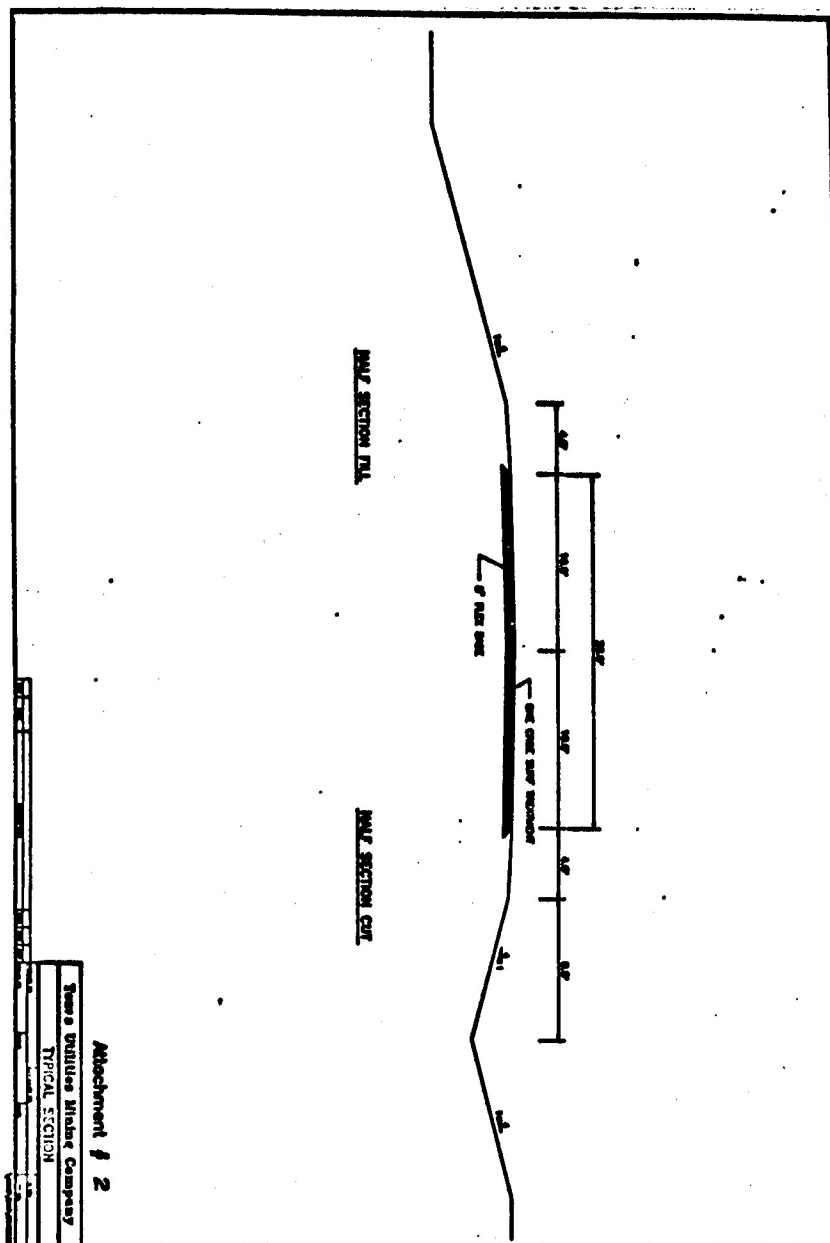
Respectfully submitted,

TEXAS UTILITIES MINING COMPANY

By: *Sam W. Russell*
Sam W. Russell
RUSSELL, RUSSELL & WOOTTEN, P.C.
P. O. Box 1135
Mt. Pleasant, Texas 75455
Telephone: (214) 572-3653

Attorneys for Texas Utilities Mining
Company





**IN THE MATTER OF
DESIGNATING PARKING
AREA AS FARMERS MARKET**

Motion was made by Commissioner Mike Price and seconded by Commissioner J. W. Terrall, Jr. approving the designation of the parking area on the west side of the courthouse parking area as a farmers market on Saturdays during the local produce season, beginning the first week in June. Motion carried unanimously.

IN THE MATTER OF
APPROVING COLLECTION CONTRACTS
FOR TITUS COUNTY HOSPITAL DISTRICT
AND NORTHEAST TEXAS COMMUNITY COLLEGE
FOR THE 1989 TAX YEAR

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Carl R. Ferrell approving the county having collection contracts with the Titus County Hospital District and the Northeast Texas Community College for the 1989 tax year. Motion carried unanimously.

STATE OF TEXAS:

COUNTY OF TITUS:

CONTRACT FOR ASSESSMENT AND COLLECTION SERVICES

On this the 24th day of April, 1989, the County of Titus (hereinafter called "County"), and the Titus County Hospital Dist. (hereinafter called "Taxing Unit"), enter into the following agreement:

PURPOSE:

The parties enter this contract pursuant to the authority granted by Section 6.24, Property Tax Code, and TEX. REV. CIV. STAT. ANN. Art 4413 (32c) (Vernon 1979).

TERM OF CONTRACT:

This contract shall be effective from Oct 1, 1989 through Sept 30, 1990. If this contract is for a period in excess of one year, then it must be approved by any subsequent governing bodies of the parties to this contract, to remain effective.

SERVICES TO BE PERFORMED:

- (1) The County shall assess and collect the ad valorem taxes owing to the taxing unit during the term of this contract.
- (2) The County also agrees to act as the collection agency for all delinquent taxes paid to the taxing unit during the term of this contract.
- (3) The County shall be responsible, after the tax rate is set by said unit, for the preparation of the current tax roll, the preparation and mailing of current tax statements, and to perform the duties provided by the laws of the State of Texas for the collection of said taxes.

Definition

The word Assess does not refer to the part of assessing performed by the Appraisal Office.

(4) The taxes collected for the taxing unit shall be remitted to the unit on a timely and appropriate basis, as mutually agreed to by the Tax-Assessor-Collector and the designated representative of the taxing unit.

(5) The County shall prepare and submit to the taxing unit a monthly report showing the amount of current and delinquent taxes collected for the month. The report shall also indicate the amount of penalties and interests collected, and the amount of deposits made for the month. The County shall also calculate and notify the taxing unit of the fees that are due the delinquent tax attorney for his services during said month and remit payment from funds received for the month by the taxing unit.

(6) Tax certificates when requested by any person or concern shall be issued by the County, for the taxing unit, based upon the information contained in the taxing unit's records held by the County. Revenues for issuing Tax Certificates will be pro-rated for each entity.

MISCELLANEOUS PROVISIONS:

(1) The taxing unit hereby designates the Tax Assessor-Collector of the County as its tax assessor for purposes of compliance with Chapter 26 of the Property Tax Code, as amended.

(2) The taxing unit authorizes the County to institute such suits for the collection of delinquent taxes as the County deems necessary and to contract with an attorney, as provided by Section 6.30 of the Property Tax Code, for the collection of delinquent taxes.

(3) If the taxing unit requires the collector to give bond conditioned on the faithful performance of his duties, the taxing unit shall specify the minimum amount of the bond, and shall be responsible for the payment of the bond premium.

(4) The taxing unit, through its designated representative, is authorized to examine the records kept by the County at such reasonable times, and intervals as the taxing unit and the County deem fit. Such books and records are to be kept in the offices of the County.

(5) The County shall not be liable to the taxing unit on account of any failure to collect taxes, nor shall the Tax Assessor-Collector be liable unless the failure to collect taxes results from gross failure on his part to perform the duties imposed upon him by law and by this agreement.

(6) In the event of a successful tax rollback election pursuant to Section 26.07 of the Property Tax Code, taxing unit agrees to pay the actual cost of producing, re-issuing, and delivering tax statements.

(7) The taxing unit shall certify to the County its tax rate for the upcoming fiscal year, no later than the first day following the September Board Meeting each year.

AMOUNT AND METHOD OF PAYMENT:

(1) The taxing unit agrees to pay the County the cost of performing the services specified above.

(2) The County shall estimate its cost of assessing and collecting taxes for the taxing unit during the normal budgeting process for the County and said estimate shall be approved in the same manner as the rest of the County's budget. Should the amount estimated for assessment and collection prove insufficient, the County may amend the County's budget. In the event payment received in any one year exceeds the actual cost of assessing and collecting, the County shall reimburse the taxing units the excess funds.

(3) The cost of assessing and collection services shall be 1% of total taxes collected.

(4) The cost of assessing and collecting taxes for the taxing unit shall be deducted by the County Tax Assessor-Collector from taxes collected by the County on a monthly basis.

(5) The County, or the Tax Assessor-Collector, will not be held liable for any checks issued to the County or the taxing unit, in payment of taxes due the taxing unit, if said checks are returned for reasons of insufficiency or otherwise. However, the County will pursue the collection of redemption of the returned checks in a reasonable and normal manner for the taxing unit.

This contract is executed on behalf of the County and the Taxing Unit by the Presiding Officer of their respective governing bodies, who is authorized to execute this instrument.

County:

Titus County

Alfred L. Flanagan
County Judge

Mike Linn

Pct. 1

Mike Fultz

Pct. 2

J. W. Kenney

Pct. 3

Paul R. Gervase

Pct. 4

Sworn to before me this the 24th April date, 1989

Notary Public Mike Fultz

Commission expires 2-2-92

Taxing Unit:

Titus County Hospital Dist.

Bob G. Leavell
Chairman

H. E. Buhl
Secretary

Sworn to before me this the 21 February date, 1989

Notary Public James K. Staudinger

Commission expires 7-17-89

STATE OF TEXAS:
COUNTY OF TITUS:

CONTRACT FOR ASSESSMENT AND COLLECTION SERVICES

On this the 25th day of January, 1989, the County of Titus (hereinafter called "County"), and the Northeast Texas Community College (hereinafter called "Taxing Unit"), enter into the following agreement:

PURPOSE:

The parties enter this contract pursuant to the authority granted by Section 6.24, Property Tax Code, and TEX. REV. CIV. STAT. ANN. Art 4413 (32c) (Vernon 1979).

TERM OF CONTRACT:

This contract shall be effective from Oct 1, 1989 through Sept 30, 1990. If this contract is for a period in excess of one year, then it must be approved by any subsequent governing bodies of the parties to this contract, to remain effective.

SERVICES TO BE PERFORMED:

- (1) The County shall assess and collect the ad valorem taxes owing to the taxing unit during the term of this contract.
- (2) The County also agrees to act as the collection agency for all delinquent taxes paid to the taxing unit during the term of this contract.
- (3) The County shall be responsible, after the tax rate is set by said unit, for the preparation of the current tax roll, the preparation and mailing of current tax statements, and to perform the duties provided by the laws of the State of Texas for the collection of said taxes.

Definition

The word Assess does not refer to the part of assessing performed by the Appraisal Office.

(4) The taxes collected for the taxing unit shall be remitted to the unit on a timely and appropriate basis, as mutually agreed to by the Tax-Assessor-Collector and the designated representative of the taxing unit.

(5) The County shall prepare and submit to the taxing unit a monthly report showing the amount of current and delinquent taxes collected for the month. The report shall also indicate the amount of penalties and interests collected, and the amount of deposits made for the month. The County shall also calculate and notify the taxing unit of the fees that are due the delinquent tax attorney for his services during said month and remit payment from funds received for the month by the taxing unit.

(6) Tax certificates when requested by any person or concern shall be issued by the County, for the taxing unit, based upon the information contained in the taxing unit's records held by the County. Revenues for issuing Tax Certificates will be pro-rated for each entity.

MISCELLANEOUS PROVISIONS:

(1) The taxing unit hereby designates the Tax Assessor-Collector of the County as its tax assessor for purposes of compliance with Chapter 26 of the Property Tax Code, as amended.

(2) The taxing unit authorizes the County to institute such suits for the collection of delinquent taxes as the County deems necessary and to contract with an attorney, as provided by Section 6.30 of the Property Tax Code, for the collection of delinquent taxes.

(3) If the taxing unit requires the collector to give bond conditioned on the faithful performance of his duties, the taxing unit shall specify the minimum amount of the bond, and shall be responsible for the payment of the bond premium.

(4) The taxing unit, through its designated representative, is authorized to examine the records kept by the County at such reasonable times and intervals as the taxing unit and the County deem fit. Such books and records are to be kept in the offices of the County.

(5) The County shall not be liable to the taxing unit on account of any failure to collect taxes, nor shall the Tax Assessor-Collector be liable unless the failure to collect taxes results from gross failure on his part to perform the duties imposed upon him by law and by this agreement.

(6) In the event of a successful tax rollback election pursuant to Section 26.07 of the Property Tax Code, taxing unit agrees to pay the actual cost of producing, re-issuing, and delivering tax statements.

(7) The taxing unit shall certify to the County its tax rate for the upcoming fiscal year, no later than the first day following the September Board Meeting each year.

AMOUNT AND METHOD OF PAYMENT:

(1) The taxing unit agrees to pay the County the cost of performing the services specified above.

(2) The County shall estimate its cost of assessing and collecting taxes for the taxing unit during the normal budgeting process for the County and said estimate shall be approved in the same manner as the rest of the County's budget. Should the amount estimated for assessment and collection prove insufficient, the County may amend the County's budget. In the event payment received in any one year exceeds the actual cost of assessing and collecting, the County shall reimburse the taxing units the excess funds.

(3) The cost of assessing and collection services shall be 1% of total taxes collected.

(4) The cost of assessing and collecting taxes for the taxing unit shall be deducted by the County Tax Assessor-Collector from taxes collected by the County on a monthly basis.

(5) The County, or the Tax Assessor-Collector, will not be held liable for any checks issued to the County or the taxing unit, in payment of taxes due the taxing unit, if said checks are returned for reasons of insufficiency or otherwise. However, the County will pursue the collection of redemption of the returned checks in a reasonable and normal manner for the taxing unit.

This contract is executed on behalf of the County and the Taxing Unit by the Presiding Officer of their respective governing bodies, who is authorized to execute this instrument.

County:

Titus County

Alford L. Flanagan
County Judge

Mike Pini

Pct. 1

Mike Fields

Pct. 2

J. W. Turrell

Pct. 3

Carl L. Givell

Pct. 4

Sworn to before me this the 24th ^{April} date, 19 89

Notary Public Ch. Page Webb

Commission expires 2-2-92

Taxing Unit:

Northeast Texas Community College

Neal Dennis

Sam P. McCanley

W. Wayne Smith

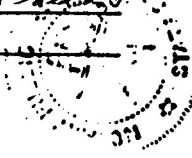
Robert L. Blair

James R. Whitley

Sworn to before me this the 25th date, 19 89, January

Notary Public Patricia Patton

Commission expires 4-11-95



IN THE MATTER OF
BIDDING FOR WHEEL
LOADER BACKHOE

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Mike Price to go out for bids on a wheel loader backhoe for Precinct #3. Motion carried unanimously.

IN THE MATTER OF
APPROVING G.T.E. INSTALLING
A COMMUNICATION LINE IN PRECINCT #3

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Carl R. Ferrell to approve G.T.E. installing a communication line on county road in Precinct #3 (Broad Street in Tulse). Motion carried unanimously.

MS 00047
GD-100 (REV. 1-80)

GTE GTE Southwest
Incorporated

NOTICE OF COMMUNICATION
LINE INSTALLATION

DATE April 11, 1989

TO THE COMMISSIONER'S COURT OF Titus COUNTY

ATTENTION COUNTY JUDGE:
Mt. Pleasant, Texas

Formal notice is hereby given that GTE SOUTHWEST INCORPORATED will construct a communication line within the right-of-way of a County Road in Titus County, Texas as follows:

We propose to place a fiber optic cable along County Road (also known as Broad St.) from City Limits to Highway 71 right-of-way. The proposed cable to parallel the northeast right-of-way. Please see attached sketch.

The location and description of this line and associated appurtenances is more fully shown by 3 copies of drawings attached to this notice. The line will be constructed and maintained on the County Road right-of-way in accordance with governing laws.

Notwithstanding any other provision contained herein, it is expressly understood that tender of this notice by the GTE Southwest Incorporated does not constitute a waiver, surrender, abandonment or impairment of any property rights, franchise, easement, license, authority, permission, privilege or right now granted by law or may be granted in the future and any provision or provisions so construed shall be null and void.

Construction of this line will begin on or after May 30, 1989

GTE SOUTHWEST INCORPORATED

By Beverly Marshall

Project Coordinator

TALCO
E7E0009

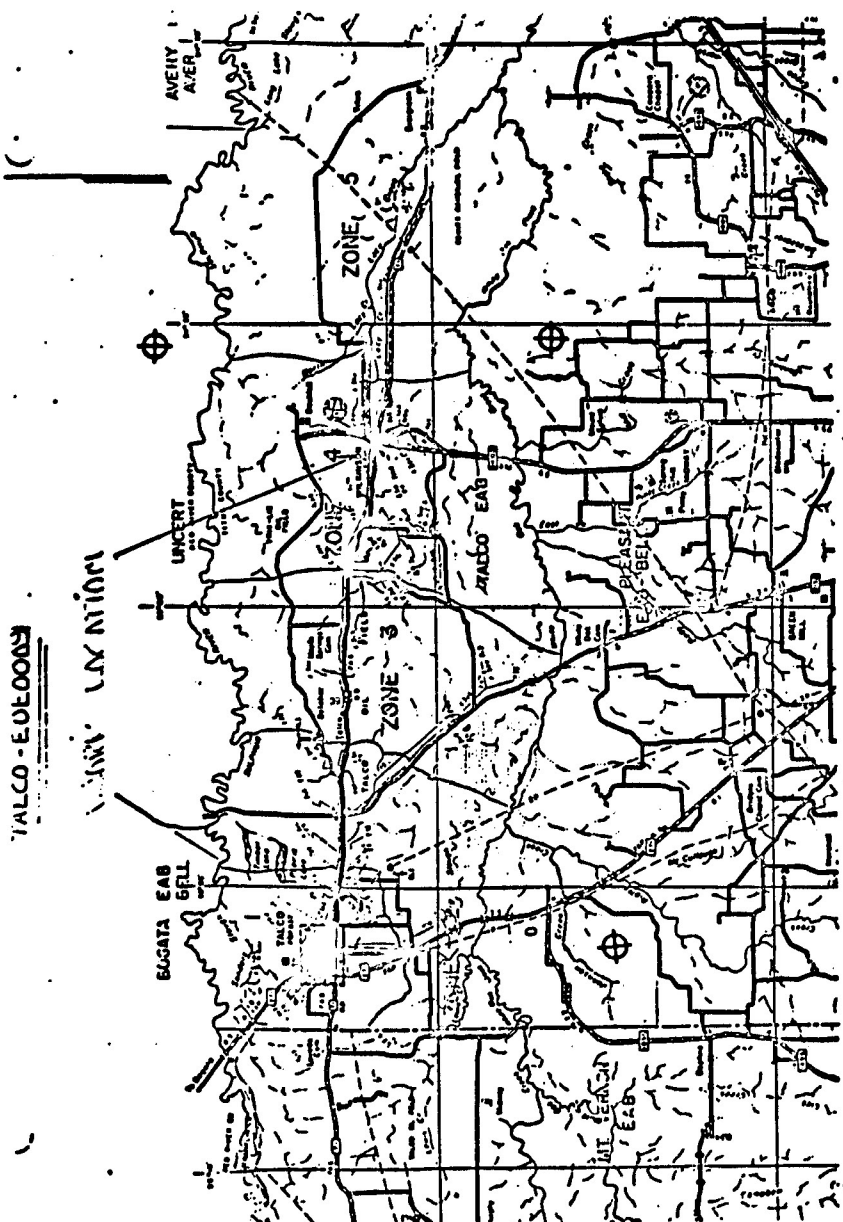
Address P. O. Box 498

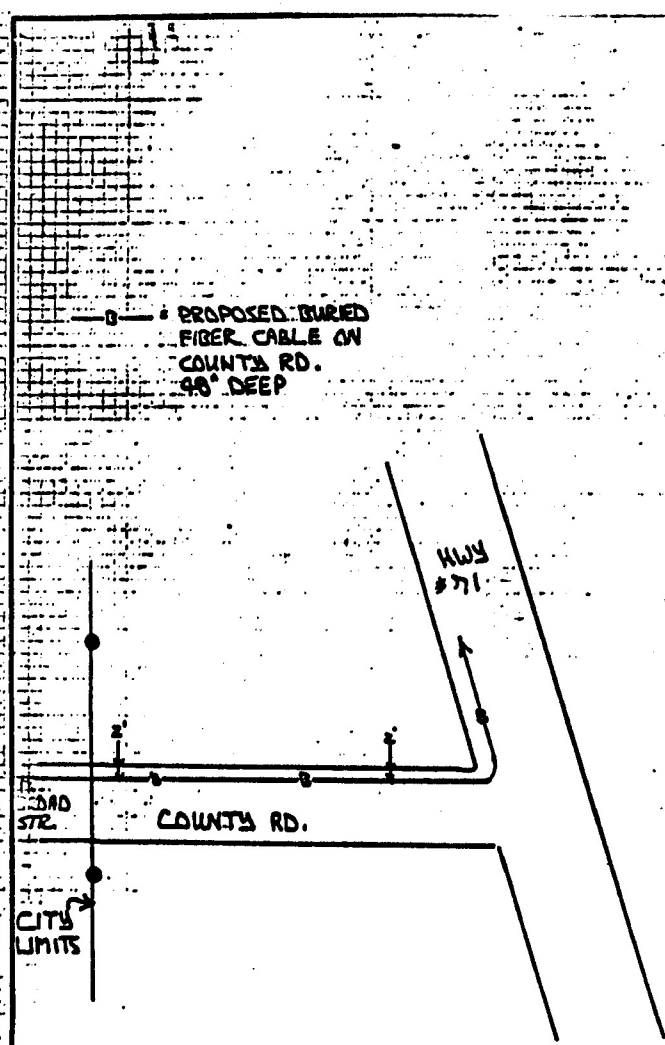
Sulphur Springs, Texas 75482

214-885-1740

Alford L. Flanagan
County Judge

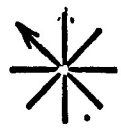
Approved 4/24/89





MC 600564
FORM 1-72
REV. 6-79

AREA <u>EASTERN NV</u>	
VAL DIST. <u>21407</u>	
CREATED BY <u>RDJWELSKO</u>	DATE <u>7-89</u>
CREATED BY	DATE
APPROVED BY <u>RS4</u>	DATE <u>4-89</u>



GENERAL TELEPHONE COMPANY OF THE SOUTHWEST	
LOCATION <u>THLCA TX</u>	<u>5295</u>
DESCRIPTION <u>FOR REL HWY 51-E MYU</u>	

IN THE MATTER OF
APPROVING PAYING BILLS
AND PAY ORDERS

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Carl R. Ferrell approving the pay orders and paying bills. Motion carried unanimously.

IN THE MATTER OF
APPROVING REPORTS
OF COUNTY OFFICIALS

VOL 12 PAGE 482

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Mike Price approving the report of the District Clerk, Bobby La Prade. Motion carried unanimously.

IN THE MATTER OF
APPROVING INSURANCE FOR COUNTY
BUILDINGS AND CONTENTS, SURETY BONDS,
AUTO COLLISION, COMPREHENSIVE AND THEFT

Motion was made by Commissioner Carl R. Ferrell and seconded by Commissioner Mike Fields to accept the low bid of Mt. Pleasant Insurance Agency for insurance on county buildings and contents, auto collision, comprehensive and theft, and surety bonds. One other bid was from Hibbs-Hallmark and Company, Tyler, Texas. Motion carried unanimously.

APR 24 1989

MOUNT PLEASANT INSURANCE AGENCY

208 N. JEFFERSON ST. - P.O. BOX 28
MT. PLEASANT, TEXAS 75455
(214) 672-1737

April 10, 1989

Commissioners Court of Titus County
Courthouse
Mt. Pleasant, Texas 75455

Re: Surety Bond

Gentlemen:

I can extend your present Public Employees Blanket Bond
for another year for a premium of

\$750.00

Sincerely,


Edmon W. Blount

Accepted
4-24-89

APR 24 1989

MOUNT PLEASANT INSURANCE AGENCY

808 N. JEFFERSON ST. - P.O. BOX 28
MT. PLEASANT, TEXAS 75405
(814) 678-1727

April 24, 1989

Commissioners Court of Titus County
Titus County Courthouse
Mt. Pleasant, Texas 75455

Re: Automobile Insurance

Gentlemen:

Automobile liability and physical damage coverage as specified in your bid specifications can be written for the annual premium of:

Liability	\$17,423.00 for 1,000,000 CSL Limits
Comprehensive and Collision	2,357.00 with \$500. Deductible per claim.
	<u>\$19,780.00</u>

This bid is based on a 60 unit fleet and rates include a 29% Credit promulgated by the State Board of Insurance effective April 30, 1989.

Sincerely,


Edmon W. Blount

Accepted
4-24-89

VOE 72 PAGE 484

MOUNT PLEASANT INSURANCE AGENCY

302 N. JEFFERSON ST. - P.O. BOX 28
MT. PLEASANT, TEXAS 75455
(814) 572-1737

April 10, 1989

APR 24 1989

Commissioners Court of Titus County
Courthouse
Mt. Pleasant, Texas 75455

Re: Insurance Coverage
Building and Contents

Gentlemen:

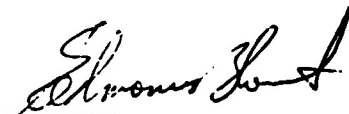
Fire-Extended Coverage and Vandalism and Malicious Mischief
can be written on the County Property as specified in you
specifications for bids for an annual premium of

\$2,285.00

1989
Buildings - \$2,457,000.00
Contents - 225,500.00

1988
Buildings - \$2,257,000.00
Contents - 225,500.00

Sincerely,



Edmon W. Blount

Accept
4-24-89

**IN THE MATTER OF
ADJOURNMENT**

Motion was made by Commissioner Carl R. Ferrell and seconded by Commissioner
Mike Fields to adjourn. Motion carried unanimously.

The above and foregoing minutes for the month of April, 1989 were read and approved this 8th day of May, 1989.

Alford L. Flanagan
ALFORD L. FLANAGAN, COUNTY JUDGE

J. W. Terrell, Jr.
J. W. TERRELL, JR.
COMMISSIONER PRECINCT #3

Mike Price
MIKE PRICE
COMMISSIONER PRECINCT #1

Carl R. Ferrell
CARL R. FERRELL
COMMISSIONER PRECINCT #4

Mike Fields
MIKE FIELDS
COMMISSIONER PRECINCT #2

Eugenia Roach
EUGENIA ROACH, COUNTY CLERK

COMMISSIONERS' COURT MINUTES FOR APRIL, 1989 A.D.
RECORDED ON THE 8th DAY OF MAY, 1989 A.D.

EUGENIA ROACH
COUNTY CLERK, TITUS COUNTY, TEXAS

BY Jean Crow
DEPUTY COUNTY CLERK

COMMISSIONERS' COURT
REGULAR MEETING
MAY 8, 1989

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS' COURT met in Regular Session on Monday, May 8th, 1989 in the Titus County Courtroom with the following members present:

ALFORD L. FLANAGAN
MIKE PRICE
MIKE FIELDS
J. W. TERRELL, JR.
CARL R. FERRELL

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

ABSENT: NONE
and the following proceedings were had to wit:

IN THE MATTER OF
APPROVING MINUTES OF
APRIL 1989, MEETINGS

Motion was made by Commissioner Mike Price and seconded by Commissioner J. W. Terrell, Jr. approving the April 1989, minutes. Motion carried unanimously.

IN THE MATTER OF
LEASE PURCHASE OF A
BACKHOE FOR PRECINCT #3

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Mike Fields accepting the low bid of George F. Bane, Inc. for \$30,953.00 on a lease/purchase of a backhoe for Precinct #3. Other bids were: Conroy Ford Tractor Co., Inc. \$31,354.00, East Texas Machinery, Inc. \$39,422.00, and Barr Equipment Company, \$48,602.00. Motion carried unanimously.