

COMMISSIONERS' COURT
REGULAR MEETING
MAY 12, 2003

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS' COURT
met in *Regular Session* Monday, May 12, 2003, in the Titus County Courtroom with the
following members present:

DANNY P. CROOKS.....COUNTY JUDGE
BOB FITCH.....COMMISSIONER PRECINCT 1
MIKE FIELDS.....COMMISSIONER PRECINCT 2
BILLY J. THOMPSON.....COMMISSIONER PRECINCT 3
THOMAS E. HOCKADAY.....COMMISSIONER PRECINCT 4
JOAN DUNCAN.....CHIEF DEPUTY COUNTY CLERK

PUBLIC AND COUNTY OFFICIALS ATTENDING MEETING;

ARVEL SHEPARD, SHERIFF
CARL JOHNSON, AUDITOR

NORMA NARRAMORE
JAKE NARRAMORE

MANDY SMITH
MAX MARTIN

IN THE MATTER OF
PUBLIC COMMENTS AND/OR REQUESTS FOR INFORMATION
ON NON-AGENDA ITEMS IN ACCORDANCE WITH
SECTION 551-042, TEXAS OPEN MEETINGS ACT

No Action Taken

IN THE MATTER OF
DISCUSS AND POSSIBLY APPROVE APRIL, 2003
MINUTES OF COMMISSIONERS' COURT

Motion was made by Commissioner Bob Fitch and seconded by Commissioner Mike Fields to approve the Minutes of Commissioners' Court for April, 2003.
Motion carried unanimously.

IN THE MATTER OF
DISCUSS AND POSSIBLY APPROVE DEPUTATION
OF AARON R. BAXTER AS DEPUTY SHERIFF

Motion was made by Commissioner Billy Jack Thompson and seconded by Commissioner Mike Fields to approve the deputation of Aaron R. Baxter as Deputy Sheriff.
Motion carried unanimously.

IN THE MATTER OF
DISCUSS AND POSSIBLY APPROVE A LEASE
AGREEMENT WITH TXU FOR AREA 421-B2
TRACT PART 1221 FOR PRECINCT 1

This is an existing lease which runs thru 2003. Commissioner Mike Fields has been signing the lease, but it has been overlooked. This lease will be brought up to date with a \$5.00 payment, then it will be \$1 per year. Motion was made by Commissioner Bob Fitch and seconded by Commissioner Billy Jack Thompson to pay the \$5 and continue the lease. Motion carried unanimously. SEE EXHIBIT A

IN THE MATTER OF
OPEN BIDS FOR A RUBBER TIRE EXCAVATOR FOR
PRECINCT 2. CONSIDER AND POSSIBLY AWARD BID

Three bids were received. Motion was made by Commissioner Mike Fields and seconded by Commissioner Bob Fitch to accept the bid from Waukesha-Pearce Industries, Inc. Motion carried unanimously. SEE EXHIBIT B

IN THE MATTER OF
CONSIDER APPROVAL OF BUDGET AMENDMENTS

There were no budget amendments.

IN THE MATTER OF
SIGN PAY ORDERS AND APPROVE PAYMENTS

Motion was made by Commissioner Billy Jack Thompson and seconded by Commissioner Thomas Hockaday to sign pay orders and approve payment. Motion carried unanimously.

IN THE MATTER OF
CONSIDER APPROVAL OF ORAL AND WRITTEN
REPORTS OF COUNTY OFFICIALS

Motion was made by Commissioner Bob Fitch and seconded by Commissioner Billy Jack Thompson to approve the oral & written reports of the following officials, Auditor, City of Talco Volunteer Fire Department, District Clerk, Tax Assessor/Collector, County Extension Agent, and Justice of the Peace Precinct #1. Motion carried unanimously.

IN THE MATTER OF
CONSIDER AND POSSIBLY APPROVE RESOLUTION
ENCOURAGING THE TEXAS LEGISLATURE TO SEEK
A STATEWIDE SOLUTION TO THE BUDGET CRISIS,
INSTEAD OF PASSING THE BURDEN TO COUNTIES
AND THEIR AD VALOREM TAXPAYERS

Motion was made by Commissioner Thomas Hockaday and seconded by Commissioner Billy Jack Thompson to approve the resolution encouraging the Texas Legislature to seek a statewide solution to the budget crisis, instead of passing the burden to Counties and their ad valorem taxpayers. Motion carried unanimously.
SEE EXHIBIT C

IN THE MATTER OF
THE COMMISSIONERS' COURT WILL GO INTO
CLOSED SESSION IN ACCORDANCE WITH
SECTION 551/074 DEALING WITH PERSONNEL

Commissioners Court went into Executive Session at 9:40 A.M. and returned at 10:20 A.M. There were no comments and no action taken.

IN THE MATTER OF
ADJOURNMENT

Motion was made by Commissioner Billy Jack Thompson and seconded by Thomas Hockaday to adjourn the meeting. Motion carried unanimously.

The above and foregoing minutes for the month Of April, 2003 were read and approved this 12th day of May, 2003.

Danny R. Crooks
DANNY R. CROOKS, COUNTY JUDGE

R. L. "Bob" Fitch
BOB FITCH, COMMISSIONER PRECINCT #1

Mike Fields
MIKE FIELDS, COMMISSIONER PRECINCT #2

Billy J. Thompson
BILLY J. THOMPSON, COMMISSIONER PRECINCT #3

Thomas E. Hockaday
THOMAS E. HOCKADAY, COMMISSIONER PRECINCT #4

Sherry Mars
SHERRY MARS, COUNTY CLERK

COMMISSIONERS' COURT MINUTES FOR APRIL, 2003 A.D.
RECORDED ON THE 12TH DAY OF MAY, 2003, A.D.

SHERRY MARS, COUNTY CLERK
TITUS COUNTY, TEXAS

Sherry Mars COUNTY CLERK

EXHIBIT A

Area 421-B2
Tract Part 1221 Acreage 59.86

LICENSE AGREEMENT

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF TITUS §

This agreement of license is made this 1st day of January, 2003, by and between TXU Mining Company LP, a Texas Corporation, hereinafter called Licensor and Titus County, Texas, hereinafter called Licensee.

1. **LICENSE PREMISES:** Licensor hereby leases to Licensee, and Licensee hereby leases from Licensor, real property, situated in Titus County, fully described property (hereinafter called "licensed premises")

All that certain tract or parcel of land situated in Titus County, Texas, being 59.86 acres, more or less, situated in the T. McPeters Survey, A-374, Titus County, Texas, being described in that certain Warranty Deed from Acker Acres, Inc. to Texas Utilities Mining Company, dated November 21, 1991, recorded in Volume 700, Page 27, of the Deed Records of Titus County, Texas,

2. **PURPOSE OF LICENSE:** This license is given for Licensee's use of dirt on the premises for the purpose of mixing road oil, asphalt, or other substances necessary to produce road paving materials.

3. **RENT:** Licensee agrees to pay Licensor, as rent for the licensed premises, the sum of One & No/100 Dollars (\$1.00), payable to TXU Mining Company, at P. O. Box 1255, Mt. Pleasant, Texas 75456-1255.

4. **TERM:** The initial term of this license shall be for a period of one (1) year, beginning on January 1st, 2003 and ending on December 31st, 2003. Licensee shall have an option to renew this license for an additional one year term by giving written notice to Licensor at least thirty (30) days prior to the expiration of the initial term of his intent to renew the license.

5. **REPAIRS AND MAINTENANCE:** Licensee shall maintain the licensed premises in condition fit for their intended use, and it is specifically agreed between the parties that Licensee will maintain the premises in accordance with all applicable regulations of the Environmental Protection Agency, the Texas Water Commission, the Texas Railroad Commission and any other federal, state or local agency which may issue regulations concerning this type of activity.

It is also agreed between the parties that Licensee will, upon termination of this license, clean up the premises and remove any dirt, chemicals, or any other substance which may be required by the regulations of the Environmental Protection Agency, the Texas Water

Commission, the Texas Railroad Commission, or any other federal state or local agency. Any removal of such substances shall be removed at the expense of Licensee. Licensee will hold Licensor harmless from any claims or actions which may arise by virtue of its activities on this property, which may later be found to be in violation of any regulations issued by the above named authorities.

6. DEFAULTS:

A. Default by Licensee. If Licensee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this lease for a period of ten (10) days after written notice from Licensor, or should any other person than Licensee secure possession of the premises or any part thereof, by reason of any operation of law, in any manner whatsoever, Licensor may, at his option, without notice to Licensee, terminate this lease, or in the alternative, Licensor may re-enter and take possession of the premises and remove all persons and property therefrom, without being deemed guilty of any manner of trespass. In addition, Licensee shall be in default if it does not maintain the premises in accordance with the regulation as those agencies listed in Section 5 of this agreement.

B. Default by Licensor. If Licensor defaults in the performance of any term, covenant, or condition required to be performed by him under this agreement, then Licensee may elect either one of the following:

(1) After not less than ten (10) days notice to Licensor, Licensee may remedy such default by any necessary action, and in connection with such remedy, may pay expenses and employ counsel; all sums expended or obligations incurred by licensee in connection therewith, shall be paid by Licensor to Licensee on demand, and on failure of such reimbursement, Licensee may, in addition to any other right or remedy that Licensee may have, deduct the costs and expenses thereof from rent subsequently becoming due hereunder; or,

(2) Elect to terminate this agreement on giving at least ten (10) days notice to Licensor of such intention, thereby terminating this agreement on the date designated in such notice, unless Licensor shall have cured such default prior to the expiration of the ten (10) day period.

7. ASSIGNMENT AND SUBLEASE: Licensee shall not assign this license, nor sublet all or any portion of the licensed premises without the prior written consent of the

Licensor.

8. MISCELLANEOUS:

A. Notices and Addresses. All notices to be given hereunder shall be given by certified or registered mail, addresses to the proper party at the addresses shown with the signatures hereto.

B. Parties Bound. This agreement shall be binding upon and inure to the benefit of the parties hereof and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this agreement.

C. Texas Law to Apply. This agreement shall be construed under and in accordance with the laws of the State of Texas, and shall be performable in the County where the property is located.

D. Prior Agreements Superseded. This agreement constitutes the sole and only agreement of the parties hereto and supercedes any prior understanding, or written or oral agreements between the parties respecting the within subject matter.

E. Attorney's Fees. In the event Licensor or Licensee breaches any of the terms of this agreement, whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay reasonable attorneys fees incurred by the prevailing party.

EXECUTED in duplicate as of the 1st day of January, 2003.

LICENSOR:
TXU Mining Company LP

BY: Kevin Kent
Kevin Kent,
Monticello SES Land Manager

LICENSEE:
TITUS COUNTY
By: Bob Fitch
Bob Fitch,
Titus County Commissioner, Precinct #1
% Titus County Court House
100 W. 1st Street
Mt. Pleasant, TX 75455
(903) 572-8740

C. Judge

PUBLIC NOTICE

THE COMMISSIONER'S COURT OF TITUS COUNTY IS SOLICITING BIDS FOR THE PURCHASE OF ONE RUBBER TIRE EXCAVATOR FOR PREC. TWO. BID SPECIFICATIONS MAY BE OBTAINED FROM THE OFFICE OF THE BUSINESS MANAGER, ROOM 203 IN THE TITUS COUNTY COURTHOUSE.

BIDS MUST BE RECEIVED IN THE AUDITOR'S OFFICE, ROOM 202, IN THE TITUS COUNTY COURTHOUSE NO LATER THAN 4: 00 P.M. FRIDAY, MAY 09, 2003. BIDS WILL BE OPENED IN THE COMMISSIONER'S COURTROOM AT 9:00 A.M., MONDAY, MAY 12, 2003.

TITUS COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

WILLIAM WHITE
BUSINESS MANAGER

RECEIVED

MAY 08 2003

TITUS COUNTY JUDGE

GRADALL SPECS
(USED MACHINE)

VOL. 32 PAGE 067

GRADALL XL3100 HYDRAULIC EXCAVATOR OR EQUIVALENT
AIR CONDITIONED UPPER CAB
WINDSHIELD WIPER/WASHER
WORK LIGHTS
FIRE EXTINGUISHER
190 HP ENGINE OR LARGER
1500 X 22.5 FRONT TIRES OR EQUAL
1000 X 20 14 PLY REAR TIRES OR EQUAL
BACKUP ALARM
4 X 4 DRIVE
MUD FLAPS
60" x 36" BUCKETS
600 HOURS OR LESSON MACHINE
WARRANTY PLEASE STATE (USED MACHINE)

ALTERNATE BID: ALSO PLEASE QUOTE NEW MACHINE EQUIVALENT TO XL3100



Waukesha-Pearce Industries, Inc.
3106 North Hwy 42
Kilgore, Texas 75662
Phone 903.984.2011 Fax 903.984.1596

May 7, 2003

ATTN: County Auditor
County of Titus
100 W. First
Mt. Pleasant, Texas 75455

Reference: Wheeled Excavator Bid

Waukesha-Pearce Industries, Inc. is pleased to submit for your review and consideration, the following proposal:

One (1) New Gradall XL3100 Hydraulic Wheel Excavator equipped with:

- Air conditioned upper cab
- Windshield wiper/washer
- Work lights
- Fire extinguisher
- 190 HP engine
- 4 X 4 drive
- 1500 x 22.5 front tires
- 1000 x 20 rear tires
- Back-up alarm
- Mud flaps
- 60" clean out bucket
- 36" ditching bucket
- Approximately 600 hours
- Warranty: 12 Month Standard Warranty and 24 Month Extended Powertrain Warranty

Sale Price	\$200,064.00
Less trade in Galion A500	\$ - 4,500.00
Tax	Exempt
1% Surcharge	Exempt
HET	\$ 418.14
Doc Fee (if financed)	\$ 450.00
Total (if financed)	\$196,432.14


Financing available at \$0 down.

<u>Terms</u>	<u>Payment</u>	<u>Interest</u>
12 Months	\$16,726.18	4.00%
24 Months	\$ 8,530.05	4.00%
36 Months	\$ 5,799.46	4.00%
48 Months	\$ 4,435.25	4.00%
60 Months	\$ 3,617.60	4.00%

Delivery on this unit is 15 - 30 days.

Thank you for allowing Waukesha-Pearce Industries, Inc. the opportunity to submit our proposal to Titus County. If you should have any questions, please don't hesitate to call.

Sincerely,



Max Nation
Sales Representative



EXHIBIT C
Titus County Commissioners' Court

Mt. Pleasant, Texas

RESOLUTION

WHEREAS the Texas House of Representatives and Texas Senate have worked diligently to overcome a state budget shortfall of \$10 billion during the current biennium cycle of the Texas Legislature; and

WHEREAS the budgets passed in late April by each chamber of the Legislature seek to address the shortfall with budget reductions throughout state programs, such as health care and criminal justice; and

WHEREAS the finalization of the state budget now moves to a legislative conference committee composed of capable Senators and Representatives; and

WHEREAS the successful operation of Texas county government is closely tied to the state budget and the effective implementation of state laws and programs; and

WHEREAS the state budget reductions to health care and criminal justice will greatly affect the counties abilities to carry out state and federal mandates in those programs; and

WHEREAS the health care reductions will necessitate counties and their public health facilities to treat increased numbers of indigent and uninsured patients at local taxpayers' expense; and

WHEREAS county government in Texas wishes to be an effective partner in assisting the state in addressing its budget constraints; and

WHEREAS county government in Texas wishes to protect local property taxpayers from escalating ad valorem tax rates;

NOW THEREFORE BE IT RESOLVED that the Titus County Commissioners' Court does hereby call upon the Texas Legislature to seek a statewide solution to the budget crisis, instead of passing the burden to counties and their ad valorem taxpayers; and

NOW THEREFORE BE IT RESOLVED that the Titus County Commissioners' Court does hereby urge the Texas Legislature to consider passage of state revenue increases that would more evenly spread the burden of costs across the state and better protect local ad valorem taxpayers.

APPROVED THE 11TH DAY OF MAY, 2003.

Dannys Crooks

TITUS COUNTY JUDGE

R. L. "Adm" Fitch

COMMISSIONER, PRECINCT 1

Mike Fields

COMMISSIONER, PRECINCT 2

Bill Thompson

COMMISSIONER, PRECINCT 3

Thomas E. Haddock

COMMISSIONER, PRECINCT 4