

FILED FOR RECORD: 6-1- 1982 at 2:30 o'clock P M
DULY RECORDED: 6-3- 1982 at 9:00 o'clock A M
INSTRUMENT NO. _____ GRACE BOSTICK, TYLER CO. CLK.

Grace Bostick

TYLER COUNTY COMMISSIONER'S COURT
REGULAR MEETING
MAY 10, 1982

007-258

The Regular Meeting of the Commissioners Court, met on Monday May 10, 1982 at 10:00 A.M. All members being present. The Meeting opened with prayer by Judge Allen Sturrock.

A motion was made by Commissioner Riley and seconded by Commissioner Lowe to table the County Auditor's Annual Report, until Monday May 17, 1982 at 10:00 A.M. All voted yes and none no.

A motion was made by Commissioner Riley and seconded by Commissioner Lowe to accept the monthly report of the County Extension Office. All voted yes and none no.

A motion was made by Commissioner Lowe and seconded by Commissioner Mahan to accept the County Treasurer's Monthly Report. All voted yes and none no. See attached.

Mrs. Phoebe Armstrong gave a speech of "Thanks" for the Tyler County Highways upkeep. The Court appreciated this.

County Extension Agent, Clinton Currie and Linda Harris, gave oral reports on their activities this year. This was enjoyed by all, and refreshments followed.

A motion was made by Commissioner Lowe and seconded by Commissioner Riley for Homestead exemption of \$11,430 for tax payers of 65 years of age and service connected tax payers, to be as allowed by State, based on percentage of disability. All voted yes and none no.

A motion was made by Commissioner Odom and seconded by Commissioner Mahan to accept the bid of Monroe Systems for Business, Lufkin, Texas, 75902, for a Calculator for the District Clerk. The amount of cost being \$299.00. All voted yes and none no. See bid attached.

A motion was made by Commissioner Mahan and seconded by Commissioner Riley to accept the R. O. W. Contract with the State for US. 69, from Colmesneil to FM Highway 1014. All voted yes and none no. See attached.

A motion was made by Commissioner Lowe and seconded by Commissioner Odom to approve the contract with Kirby to remove road material in Pct. #II. The location is in the D.B. McComb Survey, Abst. 446. All voted yes and none no. See attached.

A motion was made by Commissioner Odom and seconded by Commissioner Lowe to accept the Fire Ant Resolution, as presented by the Deep East Texas County Commissioners and County Judges Assoc. All voted yes and none no. Attached.

There being no further business, the meeting adjourned.

SIGNED: *Allen Sturrock* Allen Sturrock, County Judge

Maxie Riley Maxie Riley, Comm. Pct. #1

H.K. Lowe H.K. Lowe, Comm. Pct. #2

Jerry Mahan Jerry Mahan, Comm. Pct. #3

Berton Adnell Odom Berton Adnell Odom, Comm. Pct. #4

ATTEST: *Grace Bostick* Grace Bostick, County Clerk



COUNTY TREASURER'S REPORT

FOR THE PERIOD ENDING

APRIL 30, 1982

ON

RECEIPTS, DISBURSEMENTS AND CASH BALANCES

AUSTIN C. FULLER, COUNTY TREASURER

BALANCES, RECEIPTS AND DISBURSEMENTS

All Funds

AUSTIN FULLER

Month Of APRIL, 1982

COUNTY TREASURER

VOL 007 PAGE 260

	FUND	Cash On Hand 3-31-82	Receipts Present Month	Transfers In (Out)	Disburse- Ments Current	Cash On Hand 4-30-82	Certifi- cates of Deposit	Available Resources 4-30-82
	General	(196072.04)	857410.81	-0-	593158.27	68180.50	488442.50	556623.00
	Solid Waste	1373.81	17602.41	-0-	22657.33	(3681.11)	17292.20	13611.09
	Library	12017.01	135.00	-0-	6819.50	5332.51	6500.00	11832.51
	Capital Improvements	89205.00	55945.35	-0-	63506.76	81643.59	55945.35	137588.94
	R & B #1	(5023.13)	87858.77	15352.67	104821.59	(6633.28)	86562.53	79929.25
	R & B #2	(669.27)	114428.24	13014.42	139145.04	(12371.65)	113648.47	101276.82
	R & B #3	(10541.64)	102954.01	18182.06	139409.53	(28815.10)	101734.41	72919.31
	R & B #4	1154.69	156737.43	16474.68	176958.63	(2591.83)	155906.29	153314.46
	County Attorney Check Fees	536.15	225.00	-0-	272.60	488.55	-0-	488.55
	District Attorney Check Fees	480.87	75.00	-0-	400.00	155.87	-0-	155.87
	General R & B #2	-0-	63023.83	(63023.83)	-0-	-0-	-0-	-0-
	Adult Probation	20961.18	4835.00	-0-	22470.84	3325.34	18000.00	21325.34
	Juvenile Probation	912.61	4875.00	-0-	1943.40	3844.21	-0-	3844.21
	County Wide ROW	83604.60	-0-	-0-	83000.00	604.60	83000.00	83604.60
	Employees Savings	1230.00	670.00	-0-	350.00	1550.00	-0-	1550.00
	State Cost #1	7665.50	2520.00	-0-	6392.25	3793.25	-0-	3793.25
	State Cost #2	1466.60	478.00	-0-	1216.80	727.80	-0-	727.80
	State CVC	478.50	345.00	-0-	266.00	557.50	-0-	557.50
	Totals For All Funds	8780.44	1470118.85	-0-	1362788.54	116110.75	1127031.75	1243142.50
	Bank Statement Balance							124419.98
	Less Outstanding Checks							(8309.23)
	Total Cash In Bank							116110.75

BALANCES, RECEIPTS AND DISBURSEMENTS

All Funds

AUSTIN FULLER

Month Of APRIL, 1982

COUNTY TREASURER

VOL 007 PAGE 261

	FUNO	Cash On Hand 3-31-82	Receipts Present Month	Transfers In (Out)	Disburse- Ments Current	Cash On Hand 4-30-82	Certifi- cates of Deposit	Available Resources 4-30-82	
	Indebtedness:								
	Solid Waste							10916.50	
	R & B #1-Motor Grader							70826.00	
	R & B #1-Ford Truck							5495.66	
	R & B #1-John Deere Tractor							14445.50	
	R & B #1-Ford Tractor							2950.00	
	R & B #2-Motor Grader							15995.00	
	R & B #2-John Deere Tractor							34539.00	
	R & B #3-Mack Truck							43795.00	
	R & B #3-Backhoe							14996.25	
	R & B #3-Motor Grader							41326.50	
	R & B #4-Motor Grader							42390.00	
	Total Indebtedness							297675.41	
	Social Security Fund	957.11	11762.42	-0-	11798.09	921.44		921.44	
	Bank Statement Balance	(No Outstanding Checks)							921.44
	Total Cash In Bank							921.44	
	Tyler County Retirement	2.15	11116.80	-0-	11116.80	2.15	-0-	2.15	
	Bank Statement Balance	(No Outstanding Checks)							2.15
	Total Cash In Bank							2.15	

BALANCES, RECEIPTS AND DISBURSEMENTS

All Funds

AUSTIN FULLER

Month Of APRIL, 1982

COUNTY TREASURER

VOL 007 PAGE 263

	FUND	Cash On Hand 3-31-82	Receipts Present Month	Transfers In (Out)	Disburse- Ments Current	Cash On Hand 4-30-82	Certifi- cates of Deposit	Available Resources 4-30-82
	Federal Revenue Sharing	13224.60	71965.38	-0-		32435.09	-0-	32435.09
	Jail				-0-			
	Solid Waste				2594.00			
	R & B #1				-0-			
	R & B #2				15995.00			
	R & B #3				18774.25			
	R & B #4				14130.00			
	General				1261.64			
	Certificates of Deposit				-0-			
	Revenue Sharing Totals	13224.60	71965.38	-0-	52754.89	32435.09	-0-	32435.09
	Bank Statement Balance							32695.07
	Less Outstanding Checks							(259.98)
	Total Cash In Bank							32435.09
	<i>Austin Fuller</i>							
	Austin Fuller							
	County Treasurer							

WITNESS OUR HANDS, officially, this 10 day of may A.D.,
1982.

Allen Sturrock
County Judge

Maxie L. Riley
Commissioner Pct. 1

H. K. Lowe
Commissioner Pct. 2

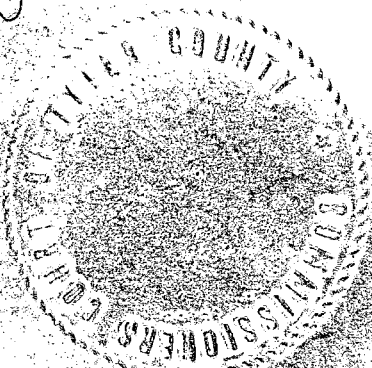
Jerry Mahan
Commissioner Pct. 3

Berton A. Odom
Commissioner Pct. 4

SWORN TO AND SUBSCRIBED before me, by Allen Sturrock, County Judge, and Maxie L. Riley, Commissioner Pct. 1, Kenneth Lowe, Commissioner Pct. 2, Jerry Mahan, Commissioner Pct. 3, and Berton A. Odom, Commissioner Pct. 4, County Commissioners of Tyler County, Texas, each respectively, on this 10 day of may A.D., 1982.

Grace Bostick
Tyler County Clerk

By: _____
Deputy



VOL 007 PAGE 264



MONROE

Monroe Systems For Business
1004 N. Timberland Drive, P. O. Box 576, Lufkin, Texas 75901 713 632-7793

VOL **C07** PAGE **265**

April 30, 1982

County Clerk
County Courthouse
Woodville, Texas 75979

Sirs:

Thank-you for your request on our Monroe 2725.

The calculator is our print and display model, guaranteed for one year, and priced at \$299.00.

If we can be of any further help, please feel free to call us.

Sincerely;

Larry Balding

Larry Balding
Branch Manager

LB/as



MONROE

Monroe Systems For Business
1004 N. Timberland Drive, P.O. Box 576, Lufkin, TX 75902-0576

VOL: 07 PAGE 266

SEALED BID FOR
DISTRICT CLERK'S OFFICE
(CALCULATOR)

NO. _____ TIME: 8:15 AM

MAY 04 1982

GRACE BOSTICK, COUNTY CLERK
TYLER COUNTY, TEXAS

BY: Grace Bostick



COMMISSION

A. SAM WALDROP, CHAIRMAN
DEWITT C. GREER
RAY A. BARNHART

STATE DEPARTMENT OF HIGHWAYS
AND PUBLIC TRANSPORTATION

ENGINEER-DIRECTOR
M. G. GOODE

P.O. Box 3468
Beaumont, Texas 77704
April 29, 1982

90-10 Right of Way Acquisition
8020-1

US 69: From Colmesneil
To FM Highway 1014
Tyler County

Honorable Allen Sturrock
County Judge - Tyler County
Tyler County Courthouse
Woodville, Texas 75979

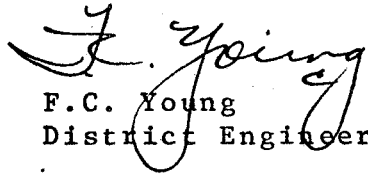
Dear Judge Sturrock:

The State Highway and Public Transportation Commission, by passing Minute Order No. 79453 dated March 16, 1982, authorizes the Engineer-Director to enter into Contractual Agreements with Tyler County for the purchase of right of way for the above captioned project located from Colmesneil to F.M. Highway 1014. The Contractual Agreements are necessary in order that the State can participate in right of way costs.

In accordance with the terms of the above referenced, we have prepared a Contractual Agreement to be executed by Tyler County and the original and four (4) copies are enclosed. You will note that in the first paragraph of the Agreement Form, blanks are provided for two dates, the first of which is for Highway Department use, and you are requested to leave it vacant. The second blank, however, should be filled in by the proper County official.

Please return the original and three (3) copies of this Agreement after it has been executed as provided on the last page. As soon as the instrument has been completely executed by the Highway Department, one copy will be returned for your files.

Yours very truly,


F.C. Young
District Engineer

DLC:SJ
Attachments
cc: H.P.R. Smith



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COMMISSION

A. SAM WALDROP, CHAIRMAN
DEWITT C. GREER
RAY A. BARNHART

STATE DEPARTMENT OF HIGHWAYS
AND PUBLIC TRANSPORTATION

P. O. Box 3468
Beaumont, Texas 77704
June 15, 1982

ENGINEER-DIRECTOR
M. G. GOODE

Transmittal of Contractual Agreement
Form D-15-38

8020-1-47
Tyler County
US Highway 69: From Colmesneil to FM Highway 1014

Honorable Allen Sturrock
County Judge - Tyler County
Tyler County Courthouse
Woodville, Texas

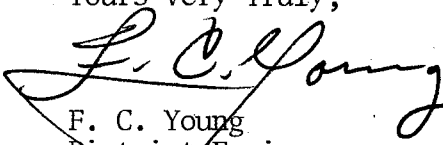
Dear Judge Sturrock:

Attached hereto is an original executed Contractual Agreement for Right of Way Procurement dated June 9, 1982 on the above captioned project.

Eligible right of way expenses incurred by the County under the terms of this Contractual Agreement effective June 9, 1982 are subject to State participation under the 90% State, 10% County plan.

This Contractual Agreement is for your files.

Yours Very Truly,


F. C. Young
District Engineer

DEC:jp
attachment
cc: H.P.R. Smith

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CONTRACTUAL AGREEMENT
FOR
RIGHT OF WAY PROCUREMENT
(COUNTY FORM)

STATE OF TEXAS X
X
COUNTY OF TRAVIS X

COUNTY Tyler
PROJECT 8020-1-47
HIGHWAY US 69

This agreement entered into this 9th day of June, 1982,
by and between the State of Texas, acting by and through the State Department of Highways
and Public Transportation, hereinafter called the State, and Tyler County,
Texas, acting by and through its duly authorized official under Commissioners Court Order
dated 10 day of May, 1982, hereinafter called the County.

WHEREAS, the State has deemed it necessary to make certain highway improvements on
Highway No. 69 from Colmesneil
to E.M. Highway 1014, and
which section of highway improvements will necessitate the acquisition of certain right
of way and

WHEREAS, it is agreed that such right of way purchase shall be by joint effort of the
State and the County:

NOW, THEREFORE be it agreed that acquisition of such right of way shall be in accordance
with the terms of this contract and in accordance with applicable Federal and State laws
governing the acquisition policies for acquiring real property. The State hereby autho-
rizes and requests the County to proceed with acquisition and the State agrees to reim-
burse the County for its share of the cost of such right of way providing such acquisition
and reimbursement are accomplished according to the provisions outlined herein and agreed
to by both parties hereto.

LOCATION SURVEYS AND PREPARATION OF RIGHT OF WAY DATA: The State, without cost to the
County, will do the necessary preliminary engineering and title investigation in order
to supply to the County the data and instruments necessary to obtain acceptable title
to the desired right of way.

DETERMINATION OF RIGHT OF WAY VALUES: The County agrees to make a determination of
property values for each right of way parcel by methods acceptable to the County and
to submit to the State's District Office a tabulation of the values so determined,
signed by the appropriate County Representative. Such tabulations shall list the
parcel numbers, ownership, acreage, and recommended compensation. Compensation shall
be shown in the component parts of land taken, itemization of improvements taken,
damages, if any (offset by enhancements, if any,) to the remainder, if any, and
the amounts the total compensation will be reduced if the owner retains improve-
ments. This tabulation shall be accompanied by an explanation to support the de-
termined values, together with a copy of information or reports used in arriving
at all determined values. Such work will be performed by the County at its expense
without cost participation by the State. The State will review the data submitted
and may base its reimbursement on the values as determined by this review. The State,
however, reserves the right to perform at its own expense any additional investigation
deemed necessary, including supplemental appraisal work by State employees or by em-
ployment of fee appraisers, all as may be necessary for determination of values to
constitute the basis for State reimbursement.

If at any stage of the project development it is determined by mutual agreement between the State and the County that there should be waived the requirement that the County submit to the State property value determinations for any part or all of the required right of way, the County will make appropriate written notice to the State of such waiver, such notice to be acknowledged in writing by the State. In instances of such waiver, the State by its due processes and at its own expense will make a determination of values to constitute the basis for State reimbursement.

NEGOTIATIONS: The State will notify the County as soon as possible as to the State's determination of value. Negotiation and settlement with the property owner will be the responsibility of the County without participation by the State; however, the County will notify the State immediately prior to closing the transaction so that a current title investigation may be made to determine if there has been any change in the title. The County will deliver properly executed deeds which together with any curative instruments found to be necessary as a result of the State's title investigation will properly vest title in the State for each right of way parcel involved. The costs incidental to negotiation and the costs of recording the right of way instruments will be the responsibility of the County. The cost of title investigation will be the responsibility of the State.

CONDEMNATION: Condemnation proceedings will be initiated at a time selected by the County and will be the County's responsibility at its own expense except as hereinafter indicated. The County will obtain from the State, without cost, current title information and engineering data at the time condemnation proceedings are to be initiated. Except as hereinafter set forth, the County will concurrently file condemnation proceedings and a notice of lis pendens for each case, in the name of the State, and in each case so filed the judgment of the court will decree title to the property condemned in the name of the State. The County will accomplish the legal procedures and curative matters found to be necessary as a result of the State's title investigation, fulfilling the obligation to properly vest title in the State of Texas. The County may, as set forth herein under "Excess Takings", enter condemnation proceedings in its own name.

COURT COSTS, COSTS OF SPECIAL COMMISSIONERS' HEARINGS AND APPRAISAL EXPENSE: Court costs and costs of Special Commissioners' hearings assessed against the State or County in condemnation proceedings conducted on behalf of the State, and fees incident thereto, will be paid by the County. Such costs and fees, with the exception of recording fees, will be eligible for 90 per cent State reimbursement under the established reimbursement procedure provided such costs and fees are eligible for payment by the State under existing State law. Where the County uses the State's appraisers employed on a fee basis in Special Commissioners' hearings or subsequent appeals, the cost of the appraiser of updating his report, of preparing new reports, preparing for court testimony and appearing in court to testify in support of his appraisal will be paid direct by the County, but will be eligible for 90 per cent State reimbursement under established reimbursement procedure provided prior approval for such appraiser has been obtained from the State. The fee paid the appraiser by the County shall be in accordance with the fee schedule set forth in the appraiser's contract for appraisal services with the State.

EXCESS TAKINGS: In the event the County desires to acquire land in excess of that requested by the State for right of way purposes, the State's cost participation

will be limited to the property needed for right of way purposes. If the County elects to acquire the entire property, including the excess taking, by a single instrument of conveyance or in one eminent domain proceeding, the property involved will be acquired in the name of the County and that portion requested by the State for right of way will be conveyed to the State. When acquired by negotiation, the State's participation will be based on the State's approved value of that part requested for right of way purposes, providing such approved value does not exceed actual payment made by the County. When acquired by condemnation, the State's participation will be in the proportionate part of the final judgment amount computed on the basis of the relationship of the State's approved value to the State's predetermined value for the whole property.

IMPROVEMENTS: Property owners will be afforded an opportunity in the negotiations to retain any or all of their improvements in the right of way taking. In anticipation of the owner desiring to retain his improvements, the State's approved value will include the amounts by which the upper limit of State participation will be reduced for the retention. It is further agreed that the upper limit for the State's participation in the County's cost for an improved parcel will be reduced as shown in the State's approved value where the owner retains an improvement which is to be moved by either the County or the owner. In the event the improvements which are, in whole or part, a part of the right of way taking are not retained by the owner, title is to be secured in the name of the State. The State will participate in the acquisition of a structure severed by the right of way line if the part of the house, building or similar structure outside the right of way cannot be reconstructed adequately or there is nothing but salvage left, provided the State's value is established on this basis and provided title to the entire structure is taken in the name of the State. The State shall dispose of all improvements acquired. The net revenue derived by the State from the disposition of any improvements sold through the Board of Control will be credited to the cost of the right of way procured and shared with the County.

RELOCATION OF UTILITIES: If the required right of way encroaches upon an existing utility located on its own right of way and the proposed highway construction requires the adjustment, removal or relocation of the utility facility, the State will establish the necessity for the utility work. State participation in the cost of making the necessary change, less any resulting increase in the value to the utility and less any salvage value obtainable, may be obtained by either the "actual cost" or "lump sum" procedures. Reimbursement under "actual cost" will be made subsequent to the County's certification that the work has been completed and will be made in an amount equal to 90 per cent of the eligible items of cost as paid to the utility owner. The "lump sum" procedure requires that the State establish the eligibility of the utility work and enter into a three party agreement with the owners of the utility facilities and the County which sets forth the exact lump sum amount of reimbursement based on a prior appraisal. The utility will be reimbursed by the County after proper certification by the utility that the work has been done, said reimbursement to be on the basis of the prior lump sum agreement. The State will reimburse the County in an amount equal to 90 per cent of the firm commitment as paid to the utility owner. The foregoing is subject to the provision that the individual lump sum approved value shall not exceed \$20,000, except as specifically approved by the State. In those cases where a single operation is estimated to exceed \$20,000, the transaction will be brought to the attention of the State for determination of proper handling based upon the circumstances involved. Such utility firm commitment will be an appropriate item of right of way. The adjustment, removal or relocation of any utility line on publicly owned right of way by sufferance or permit will not be eligible for State reimbursement. The term "utility" under this contract shall include publicly, privately, and cooperatively owned utilities.

FENCING REQUIREMENTS: The County may either pay the property owner for his existing right of way fences based on the value such fences contribute to the part taken and damages for an unfenced condition resulting from the right of way taking, in which case the estimated value of such right of way fences and such damages will be included in the recommended value and the approved value, or the County may do the fencing on the property owner's remaining property.

Where the County performs right of way fencing as a part of the total right of way consideration, neither the value of existing right of way fences nor damages for an unfenced condition will be included in the recommended value or the approved value. State participation in the County's cost of constructing right of way fencing on the property owner's remainder may be based either on the actual cost of the fencing or on a predetermined lump sum amount. The State will be given credit for any salvaged fencing material and will not participate in any overhead costs of the County.

If State participation is to be requested on the lump sum basis, the State and the County will reach an agreement prior to the actual accomplishment of work as to the necessity, eligibility, and a firm commitment as to the cost of the entire fencing work to be performed. The foregoing is subject to the provision that the lump sum approved cost shall not exceed \$20,000, except as specifically approved by the State. In case the fencing is estimated to exceed \$20,000, the transaction will be brought to the attention of the State for determination of proper handling based upon the circumstances involved.

REIMBURSEMENT: The State will reimburse the County for right of way acquired after the date of this contract in an amount not to exceed 90 per cent of the cost of the right of way acquired in accordance with the terms and provisions of this agreement. The State's reimbursement will be in the amount of 90 per cent of the State's predetermined value of each parcel, or the net cost thereof, whichever is the lesser amount.

If condemnation is necessary and title is taken as set forth herein under the section headed "Condemnation", the participation by the State shall be based on the final judgment, conditioned that the State has been notified in writing prior to the filing of such suit and prompt notice is also given as to all action taken therein. The State shall have the right to become a party to the suit at any time for all purposes, including the right of appeal at any stage of the proceedings. All other items of cost shall be borne by the State and the County as provided by other provisions of this agreement.

If a lump sum fencing or utility adjustment agreement has been executed, the State will reimburse the County in the amount of 90 per cent of the predetermined lump sum cost of the right of way fencing or utility adjustment.

If the County prefers not to execute a lump sum agreement for either fencing or utility adjustments, the State will reimburse on the actual cost of such adjustments. The County's request for reimbursement will be supported by a breakdown of the labor, materials and equipment used.

GENERAL: It is understood that the terms of this agreement shall apply to new right of way authorized and requested by the State Department of Highways and Public Transportation which is needed and not yet dedicated, in use, or previously acquired in the name of the State or County for highway, street, or road purposes. This agreement shall also apply, as to any existing right of way, to outstanding property interests

not previously acquired and to eligible utility adjustments not previously made, as authorized and requested by the State Department of Highways and Public Transportation.

It is understood that this contract shall be effective from and after the date of full execution by the State of Texas.

It is further understood that if unusual circumstances develop in the right of way acquisition which are not clearly covered by the terms of this agreement, such unusual circumstances or problems will be resolved by mutual agreement between the State and the County.

COMMISSIONERS' COURT
OF

Tyler County, Texas

By: [Signature]
County Judge

By: [Signature]
Commissioner, Precinct Number 1

By: [Signature]
Commissioner, Precinct Number 2

By: [Signature]
Commissioner, Precinct Number 3

By: [Signature]
Commissioner, Precinct Number 4

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 Commission:

By: [Signature]
Right of Way Engineer for Highways and Public Transportation

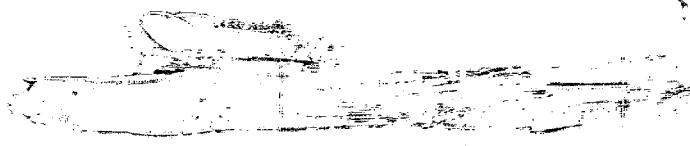
Executed and approved for State Highway and Public Transportation Commission under authority of Commission Minute No. 78501 and A. O. 29-81.

RECOMMENDED FOR APPROVAL

[Signature]
District Engineer

[Signature]
Program Engineer

[Signature]
Chief Engineer of Highway Design



CONTRACTUAL AGREEMENT
FOR
RIGHT OF WAY PROCUREMENT
(COUNTY FORM)

STATE OF TEXAS X
X
COUNTY OF TRAVIS X

COUNTY Tyler
PROJECT 8020-1-47
HIGHWAY US 69

This agreement entered into this 9 day of June, 1982,
by and between the State of Texas, acting by and through the State Department of Highways
and Public Transportation, hereinafter called the State, and Tyler County,
Texas, acting by and through its duly authorized official under Commissioners Court Order
dated 10 day of May, 1982, hereinafter called the County.

WHEREAS, the State has deemed it necessary to make certain highway improvements on
Highway No. 69 from Colmesneil
to F.M. Highway 1014, and
which section of highway improvements will necessitate the acquisition of certain right
of way and

WHEREAS, it is agreed that such right of way purchase shall be by joint effort of the
State and the County:

NOW, THEREFORE be it agreed that acquisition of such right of way shall be in accordance
with the terms of this contract and in accordance with applicable Federal and State laws
governing the acquisition policies for acquiring real property. The State hereby autho-
rizes and requests the County to proceed with acquisition and the State agrees to reim-
burse the County for its share of the cost of such right of way providing such acquisition
and reimbursement are accomplished according to the provisions outlined herein and agreed
to by both parties hereto.

LOCATION SURVEYS AND PREPARATION OF RIGHT OF WAY DATA: The State, without cost to the
County, will do the necessary preliminary engineering and title investigation in order
to supply to the County the data and instruments necessary to obtain acceptable title
to the desired right of way.

DETERMINATION OF RIGHT OF WAY VALUES: The County agrees to make a determination of
property values for each right of way parcel by methods acceptable to the County and
to submit to the State's District Office a tabulation of the values so determined,
signed by the appropriate County Representative. Such tabulations shall list the
parcel numbers, ownership, acreage, and recommended compensation. Compensation shall
be shown in the component parts of land taken, itemization of improvements taken,
damages, if any (offset by enhancements, if any,) to the remainder, if any, and
the amounts the total compensation will be reduced if the owner retains improve-
ments. This tabulation shall be accompanied by an explanation to support the de-
termined values, together with a copy of information or reports used in arriving
at all determined values. Such work will be performed by the County at its expense
without cost participation by the State. The State will review the data submitted
and may base its reimbursement on the values as determined by this review. The State,
however, reserves the right to perform at its own expense any additional investigation
deemed necessary, including supplemental appraisal work by State employees or by em-
ployment of fee appraisers, all as may be necessary for determination of values to
constitute the basis for State reimbursement.

If at any stage of the project development it is determined by mutual agreement between the State and the County that there should be waived the requirement that the County submit to the State property value determinations for any part or all of the required right of way, the County will make appropriate written notice to the State of such waiver, such notice to be acknowledged in writing by the State. In instances of such waiver, the State by its due processes and at its own expense will make a determination of values to constitute the basis for State reimbursement.

NEGOTIATIONS: The State will notify the County as soon as possible as to the State's determination of value. Negotiation and settlement with the property owner will be the responsibility of the County without participation by the State; however, the County will notify the State immediately prior to closing the transaction so that a current title investigation may be made to determine if there has been any change in the title. The County will deliver properly executed deeds which together with any curative instruments found to be necessary as a result of the State's title investigation will properly vest title in the State for each right of way parcel involved. The costs incidental to negotiation and the costs of recording the right of way instruments will be the responsibility of the County. The cost of title investigation will be the responsibility of the State.

CONDEMNATION: Condemnation proceedings will be initiated at a time selected by the County and will be the County's responsibility at its own expense except as herein-after indicated. The County will obtain from the State, without cost, current title information and engineering data at the time condemnation proceedings are to be initiated. Except as hereinafter set forth, the County will concurrently file condemnation proceedings and a notice of lis pendens for each case in the name of the State, and in each case so filed the judgment of the court will decree title to the property condemned in the name of the State. The County will accomplish the legal procedures and curative matters found to be necessary as a result of the State's title investigation, fulfilling the obligation to properly vest title in the State of Texas. The County may, as set forth herein under "Excess Takings", enter condemnation proceedings in its own name.

COURT COSTS, COSTS OF SPECIAL COMMISSIONERS' HEARINGS AND APPRAISAL EXPENSE: Court costs and costs of Special Commissioners' hearings assessed against the State or County in condemnation proceedings conducted on behalf of the State, and fees incident thereto, will be paid by the County. Such costs and fees, with the exception of recording fees, will be eligible for 90 per cent State reimbursement under the established reimbursement procedure provided such costs and fees are eligible for payment by the State under existing State law. Where the County uses the State's appraisers employed on a fee basis in Special Commissioners' hearings or subsequent appeals, the cost of the appraiser of updating his report, of preparing new reports, preparing for court testimony and appearing in court to testify in support of his appraisal will be paid direct by the County, but will be eligible for 90 per cent State reimbursement under established reimbursement procedure provided prior approval for such appraiser has been obtained from the State. The fee paid the appraiser by the County shall be in accordance with the fee schedule set forth in the appraiser's contract for appraisal services with the State.

EXCESS TAKINGS: In the event the County desires to acquire land in excess of that requested by the State for right of way purposes, the State's cost participation

will be limited to the property needed for right of way purposes. If the County elects to acquire the entire property, including the excess taking, by a single instrument of conveyance or in one eminent domain proceeding, the property involved will be acquired in the name of the County and that portion requested by the State for right of way will be conveyed to the State. When acquired by negotiation, the State's participation will be based on the State's approved value of that part requested for right of way purposes, providing such approved value does not exceed actual payment made by the County. When acquired by condemnation, the State's participation will be in the proportionate part of the final judgment amount computed on the basis of the relationship of the State's approved value to the State's predetermined value for the whole property.

IMPROVEMENTS: Property owners will be afforded an opportunity in the negotiations to retain any or all of their improvements in the right of way taking. In anticipation of the owner desiring to retain his improvements, the State's approved value will include the amounts by which the upper limit of State participation will be reduced for the retention. It is further agreed that the upper limit for the State's participation in the County's cost for an improved parcel will be reduced as shown in the State's approved value where the owner retains an improvement which is to be moved by either the County or the owner. In the event the improvements which are, in whole or part, a part of the right of way taking are not retained by the owner, title is to be secured in the name of the State. The State will participate in the acquisition of a structure severed by the right of way line if the part of the house, building or similar structure outside the right of way cannot be reconstructed adequately or there is nothing but salvage left, provided the State's value is established on this basis and provided title to the entire structure is taken in the name of the State. The State shall dispose of all improvements acquired. The net revenue derived by the State from the disposition of any improvements sold through the Board of Control will be credited to the cost of the right of way procured and shared with the County.

RELOCATION OF UTILITIES: If the required right of way encroaches upon an existing utility located on its own right of way and the proposed highway construction requires the adjustment, removal or relocation of the utility facility, the State will establish the necessity for the utility work. State participation in the cost of making the necessary change, less any resulting increase in the value to the utility and less any salvage value obtainable, may be obtained by either the "actual cost" or "lump sum" procedures. Reimbursement under "actual cost" will be made subsequent to the County's certification that the work has been completed and will be made in an amount equal to 90 per cent of the eligible items of cost as paid to the utility owner. The "lump sum" procedure requires that the State establish the eligibility of the utility work and enter into a three party agreement with the owners of the utility facilities and the County which sets forth the exact lump sum amount of reimbursement based on a prior appraisal. The utility will be reimbursed by the County after proper certification by the utility that the work has been done, said reimbursement to be on the basis of the prior lump sum agreement. The State will reimburse the County in an amount equal to 90 per cent of the firm commitment as paid to the utility owner. The foregoing is subject to the provision that the individual lump sum approved value shall not exceed \$20,000, except as specifically approved by the State. In those cases where a single operation is estimated to exceed \$20,000, the transaction will be brought to the attention of the State for determination of proper handling based upon the circumstances involved. Such utility firm commitment will be an appropriate item of right of way. The adjustment, removal or relocation of any utility line on publicly owned right of way by sufferance or permit will not be eligible for State reimbursement. The term "utility" under this contract shall include publicly, privately, and cooperatively owned utilities.

FENCING REQUIREMENTS: The County may either pay the property owner for his existing right of way fences based on the value such fences contribute to the part taken and damages for an unfenced condition resulting from the right of way taking, in which case the estimated value of such right of way fences and such damages will be included in the recommended value and the approved value, or the County may do the fencing on the property owner's remaining property.

Where the County performs right of way fencing as a part of the total right of way consideration, neither the value of existing right of way fences nor damages for an unfenced condition will be included in the recommended value or the approved value. State participation in the County's cost of constructing right of way fencing on the property owner's remainder may be based either on the actual cost of the fencing or on a predetermined lump sum amount. The State will be given credit for any salvaged fencing material and will not participate in any overhead costs of the County.

If State participation is to be requested on the lump sum basis, the State and the County will reach an agreement prior to the actual accomplishment of work as to the necessity, eligibility, and a firm commitment as to the cost of the entire fencing work to be performed. The foregoing is subject to the provision that the lump sum approved cost shall not exceed \$20,000, except as specifically approved by the State. In case the fencing is estimated to exceed \$20,000, the transaction will be brought to the attention of the State for determination of proper handling based upon the circumstances involved.

REIMBURSEMENT: The State will reimburse the County for right of way acquired after the date of this contract in an amount not to exceed 90 per cent of the cost of the right of way acquired in accordance with the terms and provisions of this agreement. The State's reimbursement will be in the amount of 90 per cent of the State's predetermined value of each parcel, or the net cost thereof, whichever is the lesser amount.

If condemnation is necessary and title is taken as set forth herein under the section headed "Condemnation", the participation by the State shall be based on the final judgment, conditioned that the State has been notified in writing prior to the filing of such suit and prompt notice is also given as to all action taken therein. The State shall have the right to become a party to the suit at any time for all purposes, including the right of appeal at any stage of the proceedings. All other items of cost shall be borne by the State and the County as provided by other provisions of this agreement.

If a lump sum fencing or utility adjustment agreement has been executed, the State will reimburse the County in the amount of 90 per cent of the predetermined lump sum cost of the right of way fencing or utility adjustment.

If the County prefers not to execute a lump sum agreement for either fencing or utility adjustments, the State will reimburse on the actual cost of such adjustments. The County's request for reimbursement will be supported by a breakdown of the labor, materials and equipment used.

GENERAL: It is understood that the terms of this agreement shall apply to new right of way authorized and requested by the State Department of Highways and Public Transportation which is needed and not yet dedicated, in use, or previously acquired in the name of the State or County for highway, street, or road purposes. This agreement shall also apply, as to any existing right of way, to outstanding property interests

not previously acquired and to eligible utility adjustments not previously made, as authorized and requested by the State Department of Highways and Public Transportation.

It is understood that this contract shall be effective from and after the date of full execution by the State of Texas.

It is further understood that if unusual circumstances develop in the right of way acquisition which are not clearly covered by the terms of this agreement, such unusual circumstances or problems will be resolved by mutual agreement between the State and the County.

COMMISSIONERS' COURT
OF

THE STATE OF TEXAS

Tyler County, 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 Commission:

By: [Signature]
County Judge

By: _____
State Engineer-Director for Highways and Public Transportation

By: [Signature]
Commissioner, Precinct Number 1

Executed and approved for State Highway and Public Transportation Commission under authority of Commission Minute

By: [Signature]
Commissioner, Precinct Number 2

RECOMMENDED FOR APPROVAL

By: [Signature]
Commissioner, Precinct Number 3

District Engineer

By: [Signature]
Commissioner, Precinct Number 4

Program Engineer

Chief Engineer of Highway Design

Right of Way Engineer



April 19, 1982

The Honorable Allen Sturrock
 County Judge, Tyler County
 Room 100, Courthouse
 Woodville, Texas 75979

Dear Judge Sturrock:

We have received a request from Commissioner Kenneth Lowe of Precinct 2 for permission to remove iron ore gravel from Kirby property in the D.B. McComb Survey, Abstract 446, Tyler County, at the location pointed out to our representative, approximately as shown on the attached sketch in red.

We hereby grant such permission subject to the following understanding:


1. The material removed hereunder will be used in maintenance of county roads within Precinct 2.
2. Removal will be confined to an area of approximately 3/4 acre and total quantities removed will not exceed 1800 cubic yards of iron ore gravel.
3. Timber within the pit site will be salvaged by Kirby Forest Industries, Inc.
4. Topsoil on the pit site will be stockpiled and upon completion of removal, the pit will be scarified and the topsoil spread over the area and the site left in condition that it will drain freely and will not hold water.
5. Removals will be completed on or prior to December 1, 1982, at which time we would appreciate receiving from you a statement as to the quantities actually removed.
6. The material being donated in this instance has an approximate value of \$6400.50.
7. In planning, maintaining, operating or abandoning the pit, we will look to you to comply with all applicable provisions of law and governmental regulations.

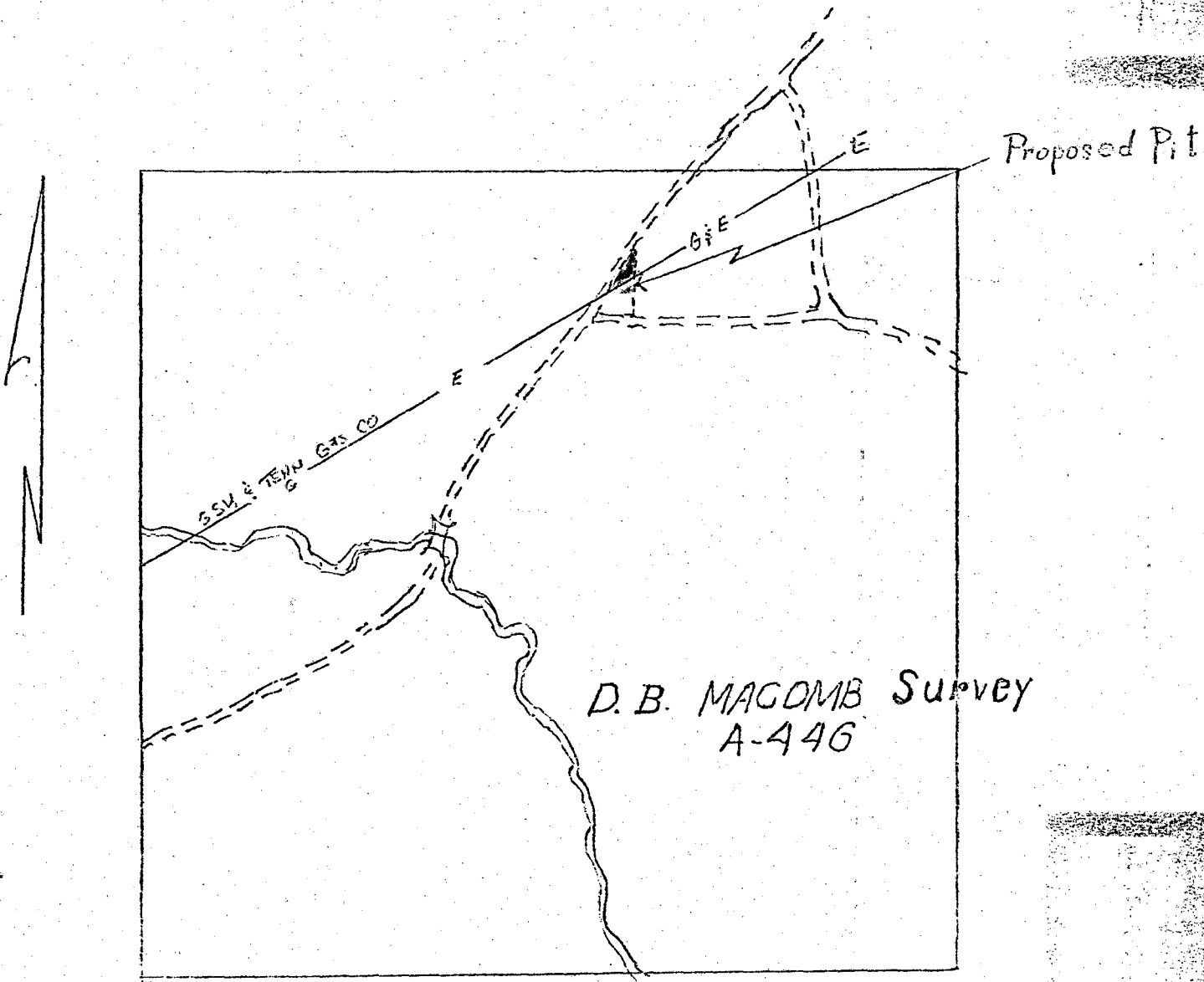
You may enter and commence removals subject to the above conditions and your agreement to submit this letter to the next regular session of the Commissioners Court for its official acceptance and approval. If this correctly sets forth our understanding, please execute the duplicate copy of this letter and return to me.

Yours very truly,


 Marvin Davenport
 Manager - Lands & Forests

APPROVED AND ACCEPTED this 10 day of May 1982





Attached to Letter Agreement dated April 19, 1982, between Kirby Forest Industries, Inc., and the County of Tyler County, Texas depicting the approximate location of the proposed pit on Kirby's holdings as shown above.



**DEEP EAST TEXAS
COUNTY COMMISSIONERS &
COUNTY JUDGES ASSOCIATION**

P. O. Drawer 1170

Jasper, Texas 75951

713/384-4585

TO: Deep East Texas County Courts

FROM: Ivy Mays, Coordinator *Ivy*

SUBJECT: Fire Ant Resolution

DATE: April 29, 1982

At our last Deep East Texas County Commissioners and County Judges Association meeting in Scrappin Valley, April 15, 1982, a Resolution was passed supporting biological studies for controlling fire ants. It was suggested that each County Court send a Resolution, as well as the Association, to the Select Committee on Fire Ants.

Enclosed is a Resolution you may use for your County. Please return your Resolution to me at your earliest convenience, and I will see that all of our Resolutions are presented to the Committee.

If I can be of further assistance, please contact me.

nhm

RESOLUTION

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WHEREAS, the members of the Commissioners Court of Tyler County, Texas, as duly elected representatives of the citizens of Tyler County, Texas, feel that a condition of emergency exists in Tyler County, Texas; and,


WHEREAS, due to the proliferation of the imported fire ant, (Solenopsis invicta) there exists a clear and present danger to the public welfare of the residents of Tyler County, as well as the potential hazard which the infestation of the imported fire ant poses to habitation, agricultural development, and the general economy of Tyler County; and,

WHEREAS, Tyler County is in desperate need of assistance in connection with the funding of adequate means of preventing the spreading and proliferation of the imported fire ant throughout Tyler County.

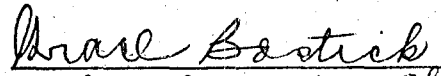
NOW, THEREFORE, BE IT RESOLVED THAT THE PEOPLE OF TYLER COUNTY, acting by and through their duly elected Commissioners Court, do hereby initiate this Resolution requesting the assistance of all levels of government in increasing to the maximum reasonable limit the participation by governmental agencies, or instrumentalities in the funding of subsidization of the most effective means for controlling the imported fire ant, including the increase of subsidized purchases of the imported fire ant bait marketed under the name of Amdro; and

BE IT FURTHER RESOLVED that the Commissioners Court of Tyler County hereby petitions its duly elected representatives to initiate whatever appropriate measures are at their respective disposal to provide for the approval by the appropriate regulatory or administrative agency of the product marketed under the brand name of Ferriamicide, and further request their duly elected representatives to undertake appropriate legislative action in order to ensure that appropriate agencies participate in the subsidization of a program calculated to and designed for the purpose of making the product marketed under the name of Ferriamicide available to the residents of Tyler County in order that the imminent danger of imported fire ant infestation may be controlled.

PASSED AND ADOPTED BY THE COMMISSIONERS COURT OF TYLER COUNTY ON THIS THE 10 DAY OF May, 1982.


ALLEN STURROCK, COUNTY JUDGE
TYLER COUNTY, TEXAS

ATTEST:


Tyler County Clerk

NOTICE OF TIME AND PLACE OF MEETING
COMMISSIONER'S COURT
TYLER COUNTY, TEXAS


THIS NOTICE POSTED IN ACCORDANCE WITH V. A. T. S. _ Art. 6252-17

Notice is hereby given that Commissioners Court will hold it's regular meeting on Monday MAY 10, 1982 at 10:00 A. M. in the Commissioners Courtroom, First Floor, Tyler County Courthouse.

A G E N D A

1. ACCEPT COUNTY TREASURERS MONTHLY REPORT.
2. ACCEPT COUNTY EXTENSION MONTHLY REPORT.
3. PHOEBE ARMSTRONG.
4. VOTE ON DISABILITY OPTION.
5. VOTE ON OPTION UP TO 40% FOR COUNTY TAXES (first year)
6. APPROVE CONTRACT WITH KIRBY TO REMOVE ROAD MATERIAL IN PCT. II.
7. COUNTY AUDITOR'S ANNUAL REPORT.
8. CLINTON CURRIE.
9. ACCEPT FIRE ANT RESOLUTION.
10. ACCEPT R.O.W. CONTRACT WITH HIGHWAY DEPARTMENT.

11. *Open Bills on Calculators for District Clerks office.*
5/7/82 gom


Allen Sturrock, County Judge
Tyler County, Texas

NO. _____ TIME: 8:45 ^{AM} ~~PM~~

MAY 07 1982

GRACE BOSTICK, COUNTY CLERK
TYLER COUNTY, TEXAS

BY: *Grace Bostick*