

REGULAR SESSION  
AUGUST 14, 1978

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS COURT met in Regular Session, Monday August 14, 1978 in the Titus County Courtroom with all members present.

William Wayne Landrum	County Judge
C.H. Reese	Commissioner Precinct 1
Bert Parr	Commissioner Precinct 2
Alvin Parish, Jr.	Commissioner Precinct 3
Bill Reynolds	Commissioner Precinct 4
Allen LaPrade	County Clerk

and the following proceedings were had to-wit:

RESOLUTION OF THE COMMISSIONER'S COURT OF TITUS COUNTY, TEXAS, AUTHORIZING CONTRACT BETWEEN TITUS COUNTY, TEXAS, AND MAURICE LOVE FOR THE PREPARATION OF COMPILED DELINQUENT TAX RECORD.

" BE IT RESOLVED by the Commissioner's Court of Titus County, Texas, that Titus County, Texas, acting by and through its duly elected, acting and qualified County Judge, the duly elected, acting and qualified Commissioners of the Commissioner's Precincts Numbered One, Two, Three and Four, and the duly elected, acting and qualified Tax Assessors and Collector of Titus County, Texas, enter into a contract with Maurice Love, of Red River County, Texas, for the compilation of a delinquent tax record, according to the terms of a written contract, a copy of which is hereto attached and made a part hereof: and that the above named officials of Titus County, Texas, be, and they are hereby, authorized to execute and contract in behalf of Titus County, Texas."

IN THE MATTER OF

PAYING ROAD HANDS

Motion by Commissioner Reynolds and seconded by Commissioner Reese to pay county road hands upon approval of county Auditor, Motion Carried.

IN THE MATTER OF

PAYING MONTHLY BILLS

Motion by Judge Landrum and seconded by Commissioner Reynolds to pay monthly bills upon approval of County Auditor. Motion carried.

IN THE MATTER OF

OFFICERS MONTHLY REPORTS

Motion by Commissioner Reese and seconded by Commissioner Reynolds to approve officers monthly Reports Motion carried.

IN THE MATTER OF

OFFICERS EXPENSE ACCOUNTS

Motion by Judge Landrum and seconded by Commissioner Parr to pay officers monthly expense accounts upon approval of county Auditor. Motion carried.

IN THE MATTER OF

ACCEPTING PLAT

Motion by Commissioner Reese and seconded by Commissioner Parr to accept plat from Jean Traylor et al, for Oak Lakes Estates, a sub-division to City of Mt. Pleasant. Motion carried.

IN THE MATTER OF

ACCEPTING ROAD DEDICATION

Motion by Commissioner Reynolds and seconded by Commissioner Parrish to accept Road Dedication from Mrs. Kelly for roads in Swannoo Shores Sub-Division. Motion carried.

IN THE MATTER OF

ACCEPTING BIDS

Motion by Commissioner Reynolds and seconded by Commissioner Reese to accept bids from Sandlin Motors Inc. for (2) Two 1979 Chevrolet Automobiles for Sheriff Dept. Said bid of \$6,393.05 per car. Motion carried.

August 11, 1978

Mr. John A. Moss, Sheriff  
Titus County  
Mt. Pleasant, Texas 75455

Dear Sir:

We are pleased to quote you a bid on the following vehicle:

1-1979 Chevrolet Impala 4-door Sedan equipped as per your specification sheet dated 6/30/78. Straight  
Sala Price to the County \$6,393.05.

The above price would be the same on additional units and is quoted on current 1978 model prices. If there is a price increase on 1979 models only the net dealer cost increase will be past on to the county. We appreciate the opportunity to quote you this bid and hope it will meet with your approval.

Yours truly,  
SANDLIN MOTORS, INC  
/s/ James L. Clark,  
Sales Manager

IN THE MATTER OF

ACCEPTING BIDS

Motion by Commissioner Parr and seconded by Commissioner Reynolds to accept a bid of \$400.50 from B. D. Carpenter for a 1975 Ford Automobile from Sheriff Dept. Motion carried.

By bid no 1975 Sheriff's car \$400.50

IN THE MATTER OF THE BOARD OF COUNTY AND DISTRICT ROAD DEDICATION

Motion by Commissioner Reese and seconded by Commissioner Farr to accept a Road Dedication from Ronald Thomas for roads in Ripley Lanes Estates. Motion carried.

IN THE MATTER OF EMPLOYMENT FOR SHERIFF DEPT.

Motion by Commissioner Parish and seconded by Commissioner Reese to agree for the County to pick salary for one Deputy and one Jailer for Sheriff Dept. Wylie Porterfield as the Deputy and Clyde McPeak as Jailer have been on Men-Power Program, which time has expired on the program. Salary for said Deputy and Jailer to be same as a Field Deputy. To be Effective date 9-1-78. Motion carried.

IN THE MATTER OF OFFICERS FOR OUTREACH CLINIC

Motion by Commissioner Farr and seconded by Commissioner Reese to approve the rent for two (2) more offices for the Outreach Clinic. Said offices to be in Harris Building for \$150.00 per month. Motion carried.

RESOLUTION

On the 14th day of August, 1978, came on to be heard the request of the Director, Board of County and District Road Indebtedness, State of Texas, for an Order requesting the County share of the surplus and the purpose for which it would be used. BE IT ORDERED AND DECREED by the Commissioner's Court, Titus County, Texas, that the County share of the surplus funds in the amount of \$21,918.43 be requested from the said Board of County and District Road Indebtedness and such funds be used for the maintenance of county lateral roads. Entered this the 14th day of August, 1978.

BY: /s/William Wayne Landrum

William Wayne Landrum, County Judge

RESOLUTION

"WHEREAS, by Right of Way Deed from L. D. Pepper dated February 7, 1955, recorded in Volume 214, Page 295, Titus County Deed Records, and Right of Way Deed from T. L. Williams dated February 8, 1955, recorded in Volume 214, Page 269, Titus County Deed Records, a right of way for construction of F.M. Road 1734 was conveyed to the State of Texas, acting by and through the State Highway Commission, reference to said instruments and the records thereof being here made for all purposes; and "Whereas, said right of way was acquired by Titus County in the name of the State of Texas; and "WHEREAS, a portion of the existing right of way referred to above will no longer be needed for the use of citizens as a road after completion of re-location and reconstruction of F.M. Road 1734, said portion not needed being more particularly described by metes and bounds as follows:

"1.071 acres of land, more or less, same being out of and a part of those certain tracts of land out of the Joseph Matthews A-355 Survey in Titus County, Texas, which were conveyed to the State of Texas from T. L. Williams by deeds dated 2-8-55 of record in Volume 214, Page 269, and L.D. Pepper 2-7-55 of record in Volume 214 Page 295, Deed Records of Titus County, Texas, which 1.071 acres of land, more or less, is more particularly described by metes and bounds as follows:

"BEGINNING at a point on the existing North right of way line of F. M. Road 1734, said point being on the common boundary line of the William L. Pepper tract, said beginning point bears S 17° 11' E, 547.0 feet from an apparent south-east all corner of the Williams L. Pepper tract, also being a northwest all corner of Texas Utilities Generating Company tract, said point being 50.0 feet right and all right angles to the existing F. M. Road 1734 center line survey station 347+55.84;

"THENCE: S 3° 32' 13" E, 100.11 feet along a line to a point on the existing South right of way line, said point being 50.0 feet left and at right angles to the existing F. M. Road 1734 centerline survey station 347+51.12;

"THENCE: Along the existing South right of way line around a curve to the right, said curve having a radius of 3869.72 feet, arc length of 15.00 feet, chord length of 15.00 feet, bearing of chord of S 89° 18' 20" W, to a point 50.0 feet left and at right angles to the existing F. M. Road 1734 centerline survey P. T. Station 347+65.92;

"THENCE: S 89° 21' W, 373.72 feet along the existing South right of way line to a point on the proposed F.M. Road 1734, said point being 50.0 feet left and at right angles to the existing F.M. Road 1734 centerline survey station 351+65.64, also being 93.39 feet left and at right angles to the proposed F.M. Road 1734 centerline survey station 34+38.47;

"THENCE: N 58° 45' 48" W, 189.31 feet along the North right of way line of the proposed F.M. Road 1734 to a point on the North right of way line of existing F.M. Road 1734, said point being 50.0 feet right end at right angles to the existing F.M. Road 1734 center right angles to the proposed F. M. Road 1734 centerline survey station 32+64.20;

"THENCE: N 89° 21' E, 534.46 feet along the existing North right of way line to a point 50.0 feet right end at right angles to the existing F.M. Road 1734 centerline survey P.T. station 347+65.92;

"THENCE: Along the existing North right of way line around a curve to the left, said curve having a radius of 3769.72 feet, arc length of 9.95 feet, chord length of 9.95 feet, bearing of chord of N 89° 16' 28" E, to the point of BEGINNING and containing 1.071 acres; more or less; and

"WHEREAS, it is expedient for the State Department of Highways and Public Transportation to declare said land that is no longer needed as surplus and convey said land to the adjoining property owner.

"NOW, THEREFORE, BE IT RESOLVED by the Commissioners' Court of Titus County, Texas, that the State Department of Highways and Public Transportation recommend that said land be conveyed to the adjoining property owner, according to Department policy."

I, Allen LaPrade, County Clerk of Titus County, Texas, do hereby certify that the above and foregoing is a true and correct copy of a resolution adopted by the Commissioners' Court of Titus County, Texas at a meeting held on August 14, 1978, as the same appears in the minutes thereof, and that the same is still in effect.

/s/ Allen LaPrade  
County Clerk, Titus County, Texas

THE STATE OF TEXAS  
COUNTY OF TITUS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Allen LaPrade, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

A.D. 1978. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15 day of August 1978,

--- /s/ June Roach  
Notary Public in and for Titus County, Texas

STATE DEPARTMENT OF HIGHWAYS  
AND PUBLIC TRANSPORTATIONAtlanta, Texas 75551  
July 31, 1978Project 221-9-6  
RHS 0000 (106)  
Loop 419  
Titus CountyThe Honorable William W. Landrum  
County Judge--Titus County  
P.O. Box 88  
Mt. Pleasant, Texas 75455

Dear Judge Landrum:

Attached is a fully executed copy of the Municipal Construction and Maintenance Agreement. This copy is for the County's permanent records.

Sincerely yours,  
/s/ L.L. Jester, Jr., P.E.  
L.L. Jester, Jr., P.E.  
District Engineercc: Mr. J.H. Crawford/ Attachment  
Maintenance

## MUNICIPAL CONSTRUCTION AND MAINTENANCE AGREEMENT

STATE OF TEXAS |  
COUNTY OF TITUS |

This AGREEMENT, dated this 23 day of June, 1978, by and between the State of Texas, acting through the State Department of Highways and Public Transportation, hereinafter called the "State", party of the First Part, and the City of Mt. Pleasant, Titus County, Texas, acting by and through its duly authorized officers under a Resolution passed the 5 day of July, 1978, hereinafter called the "City", party of the Second Part, and the County of Titus, acting by and through its duly authorized officers under a Resolution passed the 23 day of June, 1978, hereinafter called the "County", party of the third part; made to become effective when executed by said parties.

## WITNESSETH

WHEREAS, the State, County and the City wish to cooperate in the installation and modernization of Traffic Signals under a Statewide Highway Safety Improvement Program as set forth in the 1973 Federal-Aid Highway Act by means of a project for the "Installation and Modernization of Traffic Signals", as indicated on the plans marked "EXHIBIT A";

WHEREAS, the provision for pedestrian walkways, pedestrian islands, and parking is essential to the safety and convenience of the public;

WHEREAS, it has been determined that such work is eligible for Federal-Aid participation under Section 209 of the 1973 Federal-Aid Highway Act;

WHEREAS, the State, County and City are in accord as to the type of improvements needed.

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

Project Authorization

It is understood and agreed between the parties hereto that the City by virtue of the provisions of its charter and the laws of the State of Texas has exclusive control of and jurisdiction over the courthouse square, and that said City and County has requested and consented to the construction of the project and the State in participation in said project does so at the special instance and request of the City and County. The City and County in consideration of the mutual covenants herein contained, does hereby request and agree that the State will participate and cooperate with said City and County in the modernization and installation of Traffic Signals at the Locations and in the mutually agreed that all parties shall approve the construction plans by signature approval thereon, and a copy of such plans will be attached hereto, marked "Exhibit A", and made a part hereof in all respects.

Construction Responsibilities

1. Subject to the availability of Federal-Aid Safety funds, the State will prepare construction plans and specifications, advertise for bids, and let the construction contract, or otherwise provide for the construction and will supervise the construction as required by the plans.
2. The City will provide for removal of any encroachments on the right of way, when requested to do so by the State.
3. The City will provide for adjustment of utilities as may be required in accordance with governing policies and regulations of the Department.
4. The City will remove and dispose of all existing signal equipment when requested to do so by the State.
5. The State shall have the authority to make such changes in the design and operation of the traffic signals as it may deem necessary and advisable to promote safe, convenient, and orderly movement of traffic.
6. The City will regulate parking as indicated on the plans.
7. The City will provide police enforcement for securing obedience to the traffic signals and signs.
8. The County will provide for adjustment of utilities as may be required on the courthouse square.

Maintenance Responsibilities

The State and the City agree to continue maintenance of facilities as provided by the Municipal Maintenance Agreement between the State and the City dated May 16, 1969, and supplemented by the Agreement (Traffic Signal--Type B) dated December 2, 1975. The State agrees to maintain the traffic signal appurtenances installed on the courthouse square. The County agrees to maintain all pavement markings placed on the courthouse square and will not alter the pattern of the markings without approval of the State.

## AGREEMENT

Indemnification

The City and County agree to indemnify the State against any and all damages and claims for damages to adjoining, abutting or other property for which the State is or may be liable arising out of, incident to or in any way connected with the installation, the construction, the existence, the use and/or maintenance of said Project and does hereby agree to indemnify the State against any and all court costs, attorney's fees, and all expenses in connection with suits for such damage and shall, if requested to do so in writing, assist or relieve the State from defending any such suits brought against it.

Nothing in this agreement shall be construed to place any liability on the City or County for personal injury arising out of the construction of such Project. Furthermore, it is not the intent of this agreement to impose upon the City or County the liability for injury to person or property arising out of the construction of the Project by the State's contractor unless the State itself would be liable for such injury or damage.

Nothing herein contained shall be construed to place upon the State any manner of liability for injury to or death of persons or for damage to or loss of property arising out of or in any manner connected with the maintenance or use of: Project, and the City or County will save the State harmless from any damages arising from said maintenance and/or use of said Project.

It is further understood and agreed between the parties hereto that the construction of the Project by the State is for the sole purpose of providing the traveling public a more adequate travel facility and shall never be the basis of any claim for State assumption or participation in the payment in the of the obligation if the City or County incurred in the improvement, past or present, of any street project.

**GENERAL**

In the event the terms of this Agreement are in conflict with provisions of any other existing Agreements and/or Contracts between the City or County and the State, this Agreement shall take precedence over the other Agreements and/or Contracts.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of Mt. Pleasant on the 5th day of July, 1978, the County of Titus on the 23rd day of June, 1978, and the State Department of Highways and Public Transportation on the 25th day of July, 1978.

**ATTEST:**

/s/ Mary Coker  
City Secretary

CITY OF MT. PLEASANT

BY: /s/ Floyd Socis  
City Manager

**ATTEST:**

/s/ Allen LaPrade  
Clerk of Court

COUNTY OF TITUS

BY: /s/ William Wayne Landrum  
County Judge

**THE STATE OF TEXAS**

**APPROVAL RECOMMENDED**

/s/ L.L. Jester, Jr.  
District Engineer

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

/s/ A.R. Castillo  
Director, Finance Division

BY: /s/ W.G. Goods  
Assistant Engineer-Director State Dept. of Highways and Public Transportation, Under Authority of Commission Minute 70104

/s/ Byron C. Blaschke  
Chief Engineer of Maintenance

**RESOLUTION**

On the 14th day of August, 1978, came on to be heard the request of the Director, Board of County and District Road Indebtedness, State of Texas, for an Order requesting the County share of the surplus and the purpose for which it would be used.

BE IT ORDERED AND DECREED by the Commissioners Court, Titus County, Texas, that the County share of the surplus funds in the amount of \$21,918.43 be requested from the said Board of County and District Road Indebtedness and such funds be used for the maintenance of county lateral roads.

ENTERED this 14th day of August, 1978.

BY: William Wayne Landrum  
William Wayne Landrum, County Judge.

**SPECIAL SESSION  
AUGUST 25, 1978**

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS COURT met in Special Session, Friday August 25, 1978 in the Titus County Courtroom with all members present.

William Wayne Landrum  
C.H. Reese  
Bert Parr  
Alvin Parish, Jr.  
Bill Reynolds  
Allen LaPrade

County Judge  
Commissioner Precinct 1  
Commissioner Precinct 2  
Commissioner Precinct 3  
Commissioner Precinct 4  
County Clerk

and the following proceedings were had to-wit:

**IN THE MATTER OF  
PAYING ROAD HANDS**

Motion by Commissioner Reynolds and seconded by Commissioner Parr to pay County Road Hands upon approval of County Auditor. Motion Carried.

**IN THE MATTER OF  
MAKING APPLICATION**

Motion by Commissioner Reese and seconded by Commissioner Parish to authorize Judge Landrum to make a formal application to the State Department of Public Highway and Transportation for assistance in repairing a bridge located in Northern part of Titus County, known as White Oak Bridge. Motion Carried.

**IN THE MATTER OF  
HIRING TEMPORARY HELP IN DISTRICT CLERK'S OFFICE**

Motion by Commissioner Parish and seconded by Commissioner Reynolds to allow Sandra Hobbs who was hired a temporary help for (3) three months June, July, & August, to continue to work in District Clerk's office thru December. Motion Carried.