

**COMMISSIONERS' COURT
SPECIAL MEETING
SEPTEMBER 26, 1994**

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS' COURT met in *Special Session* on September 26, 1994, in the Titus County Courtroom with the following members present:

ALFORD L. FLANAGAN	COUNTY JUDGE
MIKE PRICE	COMMISSIONER PRECINCT 1
MIKE FIELDS	COMMISSIONER PRECINCT 2
J. W. TERRELL, JR.	COMMISSIONER PRECINCT 3
THOMAS E. HOCKADAY	COMMISSIONER PRECINCT 4
JEAN CROVER	DEPUTY COUNTY CLERK

ABSENT: NONE

PUBLIC AND COUNTY OFFICIALS ATTENDING MEETING:

CHERIE BELL	BIRD OLD, III
REBECCA SCOTT	BRAD SCOTT

MIKE HALL, ASSISTANT CITY MANAGER
LARRY McRAE, MT. PLEASANT FIRE CHIEF
BOBBY LaPRADE, DISTRICT CLERK
GLORIA DUNCAN, DEPUTY DISTRICT CLERK
GLENDA BULLARD, CHIEF ASSISTANT TO J. P. #2
THOMAS P. GRESHAM, CONSTABLE PRECINCT 1
CHRIS DURANT, CONSTABLE PRECINCT 2
EVA LAING, JUSTICE OF THE PEACE PRECINCT 1
MARY SUMMERLIN, CHIEF ASSISTANT TO J. P. #1
TIMOTHY TAYLOR, COUNTY ATTORNEY
JUNE ROACH, TAX ASSESSOR-COLLECTOR
CYNTHIA AGAN, COUNTY TREASURER
RICKY POOLE, CHIEF DEPUTY SHERIFF
CARL JOHNSON, AUDITOR
SHARON REYNOLDS, CHIEF ASSISTANT TO AUDITOR
AMBER NEWMAN, ASSISTANT TO AUDITOR

IN THE MATTER OF
APPROVING FIRE PROTECTION SERVICES
AGREEMENT BETWEEN THE CITY OF MT. PLEASANT
AND TITUS COUNTY

Judge Flanagan commended the Mt. Pleasant Fire Department for a job well done. He also commended the efforts of all Titus County Voluntary Fire Departments for their hard work.

The Court was presented with a contract to review. The Commissioner's asked for clarification of the following items:

"Exhibit B" item 2 (The County will pay the volunteer fireman)
"Exhibit B" item 10 (911 calls would be dispatched to all fire departments including Talco and Winfield)

Section 3 (The County came up with one lump sum of payment of \$155,500.00 from averaging the number of 69 rescue calls from last year.)

Motion was made by Commissioner Mike Price and seconded by Commissioner J. W. Terrell, Jr. to approve the contract with the City for Fire Protection. Motion carried.

Mike Hall will present the contract with clarification's to the City Council on the first Tuesday of the month for their approval. The contract then would be ready for both party's signatures. *SEE ATTACHMENT "A"*

IN THE MATTER OF
SETTING FEES FOR SHERIFF AND CONSTABLES

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Mike Price to approve setting fees for the Sheriff and Constables as presented to the Court. The effective date will be January 1, 1995. Motion carried unanimously. *SEE ATTACHMENT "B"*

IN THE MATTER OF
APPROVING SOUTHWESTERN BELL APPLICATION
FOR PERMIT TO BURY SERVICE WIRE ALONG AND UNDER
SE-12, PRECINCT 2

Motion was made by Commissioner Mike Fields and seconded by Commissioner Thomas E. Hockaday to approve Southwestern Bell burying service wire along and under SE-12 in Precinct 2. Motion carried unanimously. *SEE ATTACHMENT "C"*

IN THE MATTER OF
APPROVING SOUTHWESTERN BELL APPLICATION
FOR PERMIT TO BURY LINE ALONG AND UNDER
NE-6, NE-10, SE-17, AND SE-44, PRECINCT 4

Motion was made by Commissioner Thomas E. Hockaday and seconded by Commissioner Mike Fields to approve Southwestern Bell burying line along and under NE-6, NE-10, SE-17, SE-44 in Precinct 4. Motion carried unanimously. *SEE ATTACHMENT "D"*

IN THE MATTER OF
APPROVING ROAD REGULATIONS
FOR SUB-DIVISIONS

Motion was made by Commissioner Mike Price and seconded by Commissioner Thomas E. Hockaday to approve the Road Regulations For Sub-Divisions. Motion carried unanimously. *SEE ATTACHMENT "E"*

IN THE MATTER OF
APPOINTING SALLY HORN AS
TEMPORARY VOTING CLERK FOR
NOVEMBER 8, 1994 GENERAL ELECTION

Deputy Clerk, Jean Crover was asked by the Court to explain the appointment of a temporary voting clerk. Mrs. Crover explained the election code requires the Commissioners' Court to approve all temporary help. She further stated, "Other full time deputies have already been approved by the Court and have taken the oath of office."

Motion was made by Commissioner Mike Fields and seconded by Commissioner Mike Price to approve the appoint of Sally Horn as a temporary voting clerk for the November 8, 1994, General Election. Motion carried unanimously. *SEE ATTACHMENT "F"*

IN THE MATTER OF
PURCHASE OF LAND FOR
PRECINCT 4 MIXING FIELD

Commissioner Thomas E. Hockaday informed the Court the Harkrider Field was under new ownership. The new owner was willing to sell to the County the corner Precinct 4 was using as a mixing field. *SEE ATTACHMENT "G"*

Motion was made by Commissioner Thomas E. Hockaday and seconded by Commissioner J. W. Terrell, Jr. to purchase 9.754 acres of land in the George Solomon Survey for a mixing field.

IN THE MATTER OF
DISCUSSING PAY PERIOD CHANGE

County Judge expressed that the Court had received some objections to having the one week hold back of pay. He explained it was for bookkeeping purposes only. Everyone would get the weeks pay if they are terminated or quit.

Commissioner Mike Fields suggests the one week holdback come from this pay period. He felt that it would be less of a hardship because there were three pay periods in September. The third pay period of September had no insurance held out, therefore the check would be larger.

Commissioner J. W. Terrell, Jr. said, "I feel that the employees would need at least a 30 day notice before the hold back takes place."

Mary Summerlin asked, "When is the next month that a third day pay period will come up?" "Could you not hold it out of that third pay day?"

Commissioner, J. W. Terrell, Jr. said, "I feel the problem has gone on long enough and should be corrected immediately." He also stated that they had already handled this problem with the road hands four years ago.

Motion was made by Commissioner Thomas E. Hockaday and seconded by Commissioner J. W. Terrell, Jr. to approve holding back one week salary for courthouse employees and Sheriff's Department on October 28th. Motion carried unanimously.

County Judge, Alford L. Flanagan said, "Presently there is no record of overtime or comp time that is worked by the employees turned into the Auditor." He went on to say that it left the County open for disputes with employees upon time of termination or leaving the work force.

County Auditor, Carl Johnson stated, "The employees should sign their time sheets along with the County Official of their office." He felt this would keep down any disputes as to overtime, comp time or vacation due them. Mr. Johnson expressed that an individual time sheet should be made for each employee. These time sheets could be kept by the individual or by officials. The auditor's office is requesting that these time sheets be submitted no later than noon on Monday before payday on Friday.

Justice of the Peace, Eva Laing said, "I have a problem with hourly time being turned into the auditors office." She stated, "My girls are paid on a monthly salary not an hourly salary." She wanted to know if she was not there to turn in her time reports could her chief clerk sign and turn them in.

The Court agreed in the absence of an official the chief deputy or clerk was trusted in all aspects of the office. Therefore, they could complete and sign payroll time sheets.

Motion was made by Commissioner J. W. Terrell Jr. and seconded by Commissioner Mike Price to have individual time sheets reflecting overtime, comp time, vacation time and signatures of employees and officials. These time sheets would be required by noon on Monday before Friday payday. Motion carried unanimously.

At 10:05 A.M. recess was called by the Court for 15 minutes to allow the County Auditor to speak with County Officials about their budgets. At 10:20 A.M. Court reconvened.

IN THE MATTER OF
BUDGET AMENDMENTS

Auditor, Carl Johnson expressed to the Court that he felt by covering the shortage and overages for each department early; adjustments could be made before the end of the fiscal year.

County Judge, Flanagan stated that he knew the County Auditor and the Sheriff had been working since the middle of the year to cut costs. It was apparent the Sheriff's Budget would be operating in the red for the rest of the year.

The Judge went on to point out that the two big budget items for the Sheriff's Department were meals and medical expenses for inmates.

Through open discussion the following ideas were given as means of cutting these expenses.

1. To do away with disposable serving trays, cups and plastic silverware. To use plates, cups and silverware that could be washed.
2. To prepare a fenced in garden spot where inmates could grow their own food.
3. To get the approval of a registered dietitian for a high protein diet of beans and rice at least a couple of days a week.
4. To try and cut down overtime as much as possible.
5. To try and hold down medical expenses. Chief Deputy, Ricky Poole stated "I feel like the doctors prescribe too large an amount of drugs than can be used by one inmate." He felt this was a waste. It was also suggested to have a full time doctor's assistant on hand.

The discussion then turned to how to handle those folks who were operating over their approved budget.

The Commissioners pointed out that they had to pay back into the General Fund any additional funds they received. Therefore, they felt that other departments should have to borrow and pay back from the General Fund.

Motion was made by Commissioner Mike Fields and seconded by Commissioner Mike Price to transfer funds from the General Account as follows:

County Agents	\$1,700.00
Mt. Pleasant Fire Department	\$1,100.00
Justice of Peace, Gene Alexander Precint 2	\$ 100.00

To transfer from one department to another as follows:

To Talco Fire Department from Cookville Fire Department \$700.00

The following departments will be given loans from the General Funds. These loans will be expected to be repaid to the General Funds Account. Arraignments for payments will be conducted through the County Auditor's Office.

County Sheriff, John Moss	\$ 75,000.00
County Maintenance	\$ 5,000.00
District Clerk, Bobby La Prade	\$ 2,500.00
County Extension Agents	\$ 800.00
County Auditor, Carl Johnson	\$ 250.00
County Attorney, Timothy Taylor	\$ 150.00

The Tax Assessor - Collector to have \$600.00 returned from the General Account that was placed in there from sales of tax rolls.

Those folks needing only line item adjustments be approved. Motion carried unanimously.

**THE MATTER OF
SIGNING PAY ORDERS AND
PAYING BILLS**

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Mike Price to approve the signing of pay orders and paying bills. Motion carried unanimously.

**IN THE MATTER OF
APPROVING COUNTY OFFICIAL REPORTS**

Motion was made by Commissioner Mike Fields and seconded by Commissioner Mike Price to approve county officials reports. Motion carried unanimously.

**IN THE MATTER OF
ADJOURNMENT**

Motion was made by Commissioner Mike Fields and seconded by Commissioner J. W. Terrell, Jr. to adjourn. Motion carried unanimously.

STATE OF TEXAS §

COUNTY OF TITUS §

FIRE PROTECTION SERVICES AGREEMENT

This Agreement made and entered into this the _____ day of _____, 1994, by and between THE CITY OF MOUNT PLEASANT, TEXAS, a municipal corporation of the State of Texas (hereinafter called "City") and the COUNTY OF TITUS, TEXAS (hereinafter called "County"), an agreement concerning fire protection services, each acting herein by and through its duly authorized officials:

WITNESSETH:

WHEREAS, City has in its employ a full time staff of well trained persons organized into a Fire Department (hereinafter called "City Paid Firefighters" and/or "City Personnel"), supplemented and supported by the Mount Pleasant Volunteer Fire Department (hereinafter called "City Volunteer Firefighters"); and

WHEREAS, City is the owner of a Fire Station and associated land capable of storing firefighting and rescue equipment owned by City and County; and

WHEREAS, City is owner of a two-way base station and transmission tower by which it can dispatch fire suppression and rescue personnel and equipment; and

WHEREAS, City and County are the owners of certain trucks and other equipment designed for and capable of being used in the protection of persons and property from and in the suppression and fighting of fire; and

WHEREAS, City is owner of certain trucks and other equipment designed for and capable of being used in the protection of persons and property by responding to rescue calls and situations of various types; and

WHEREAS, County is desirous of obtaining adequate firefighting and rescue services for the citizens of County outside the corporate limits of City and City is willing to provide such service as hereinafter set forth; and

WHEREAS, City will cause its Fire Department to respond to certain incidents as contained in this agreement occurring outside the corporate limits of the Cities of Mount Pleasant, Talco, and Winfield, Texas and inside the limits of Titus County by dispatching County Departments (except Talco or Winfield Fire Departments), County firefighting equipment and/or City rescue equipment and City Paid Firefighters and City Volunteer Firefighters to such incidents; and

WHEREAS, it is desirous and beneficial for the City and County to develop future fire services that are independent and self sufficient in an effort to best protect and serve the citizens of Mount Pleasant and Titus County.

NOW, THEREFORE, and in consideration of the premises and of mutual benefits to be derived by each of the parties hereto, which said parties now agree to be valuable and sufficient consideration, said parties agree and covenant upon the terms and conditions herein.

SECTION 1: EQUIPMENT AND SERVICES TO BE PROVIDED BY CITY

City agrees to provide that equipment and those services identified and set forth in "Exhibit A", attached hereto and incorporated herein for all purposes.

SECTION 2: EQUIPMENT AND SERVICES TO BE PROVIDED BY COUNTY

County agrees to provide that equipment and those services identified and set forth in "Exhibit B", attached hereto and incorporated herein for all purposes.

SECTION 3: PAYMENTS

In consideration of the equipment and services provided, as identified and set forth herein, County will pay City those amounts or payments as set forth: (1) beginning October 1, 1994 and ending September 30, 1995 the annual sum of \$155,500, payable in twelve equal monthly payments of \$12,958 which shall be paid on or before the 15th day of each month, beginning October 15, 1994.

SECTION 4: PERSONNEL AS AGENTS OF COUNTY

The acts of any person or persons while fighting fires, performing rescues, traveling to or from fires or rescues outside the city limits of the City of Mount Pleasant, Texas, or in any manner furnishing fire protection or rescue services to the citizens of County outside the city limits of the City of Mount Pleasant, Texas, shall be considered as the acts of agents of County in all respects, notwithstanding such person or persons may be regular employees of the City, City Paid Firefighters and/or City Volunteer Firefighters, pursuant to Article 2351(a)-1 of the Revised Civil Statutes of the State of Texas.

SECTION 5: LIMITATIONS

City reserves the right to refuse to dispatch any City employee, City Paid or Volunteer Firefighter or City owned equipment pursuant to this agreement in the event the Fire Chief of City, or his designate, shall determine that the health, safety and welfare of the citizens of City would be endangered by the dispatching of such men and/or equipment outside its corporate limits.

The Fire Chief, or his designate, shall use his or her discretion and best judgment as to the type and amount of equipment and personnel dispatched to calls pursuant to this agreement.

SECTION 6: RESPONSIBILITY AND COMMAND

The City Fire Chief or his designate shall be responsible for and have command of all incidents to which the Mount Pleasant Fire Department responds, even if it is at the request of a County Fire Department to aid in the control of an incident in their fire district, with the exceptions of incidents inside the corporate limits of Winfield and Talco.

SECTION 7: INDEMNITY AND HOLD HARMLESS

It is specifically understood between the parties that County hereby now agrees, and by these presents does specifically agree, to indemnify and hold harmless the City and its employees and volunteers, from any claims, causes of action, lawsuits or fees, from any person, firm or entity arising out of the performance or attempted performance of this contract, except workers' compensation claims.

SECTION 8: PUBLIC LIABILITY AND WORKERS' COMPENSATION COVERAGE

The City shall provide satisfactory evidence to County that it presently has in force sufficient public liability insurance as well as Workers' Compensation coverage for its paid and volunteer firemen.

SECTION 9: EFFECTIVE DATE

The effective date of this agreement shall be the 1st day of October, 1994 and shall remain in full force and effect as to all provisions of this agreement until the 30th day of September, 1995 provided however, that either party may terminate this contract in whole or in part upon ninety (90) days written notice of same.

CITY OF MOUNT PLEASANT, TEXAS

Jim Blanchard, Mayor

ATTEST:

Brenda Reynolds, City Secretary

COUNTY OF TITUS, TEXAS

Alford Flanagan, County Judge

ATTEST:

Sherry Marx, County Clerk

"EXHIBIT A"
EQUIPMENT AND SERVICES TO BE PROVIDED BY CITY

City hereby agrees to:

1. Dispatch County equipment and City Paid and Volunteer Firefighters to points in County, which are outside the city limits of the City, to assist with structures fires and rescue calls (i.e. rescue calls are defined as vehicle accidents, hazardous material incidents, searches, or water rescue or recovery) pursuant to this Agreement. The City will not respond to grass or vehicle fires within other County Fire Districts and will not respond to incidents within the Talco Fire District, except as stipulated in this Agreement.
2. Dispatch County Volunteer Fire Departments to incidents within Titus County, with the exception of Talco and Winfield Fire Departments.
3. Assume cost for services rendered to County by the City Fire Chief, the City Fire Marshal, and City paid and volunteer firefighters for services provided to County pursuant to this agreement.
4. Assume cost for fuel and maintenance expenses incurred for use of City owned vehicles pursuant to this agreement.

"EXHIBIT B"
EQUIPMENT AND SERVICES TO BE PROVIDED BY COUNTY

County hereby agrees to:

1. Assume all capital outlay expenditures for the replacement or acquisition of County firefighting vehicles and equipment and associated appurtenances pursuant to this agreement.
2. Assume payments, if any, for services rendered to Winfield Volunteer Fire Department, Talco Volunteer Fire Department, and to any other volunteer fire departments which may be established within County, and their volunteer firefighters, who perform firefighting services in the County, but not within the corporate limits of the City.
3. County will initiate a program to have all County Fire Department personnel trained through a State program:
 - a. Each County Fire Department will be contacted by County officials concerning training required.
 - b. Each member of a County Fire Department shall participate in a State approved training program (i.e. State Firemen's and Fire Marshal's Association)
 - c. All County Fire Department Volunteers, shall receive at least two (2) hours of training each month commencing forty-five (45) days after effective date of agreement. Training that can be supported by documentation will be considered toward training requirements.
- 4.. County Commissioners Court will require each County Fire Department to submit, by the 10th of each month, a report of department activities including the following:
 - Position of each member in the department (i.e. actively fights fires, fund raising only, other support personnel, etc.)
 - Number of training hours offered/attended by each volunteer.
 - Number of runs dispatched for department/number of runs made by each volunteer
 - Amount of volunteer pay for each volunteer.
 - A copy of this report shall be furnished the Mount Pleasant Fire Chief on a monthly basis. In addition, a quarterly meeting between representatives of the County and City and the Fire Chief or his designee of each of the Fire Departments involved shall be here to review progress concerning this contract.

5. Within the first thirty (30) days of contract effective date, each County Department shall furnish the County Judge an implementation plan outlining how each department will comply with the items outlined herein.
6. Each County Fire Department shall be responsible for and respond to all grass fires and vehicle fires in their districts. Mount Pleasant Fire Department will respond for assistance, if requested, by County Departments. If the County Fire Department responsible for the incident does not respond, or responds inadequately, within three (3) minutes the next closest County department will be dispatched to the incident. If the second County Fire Department does not respond or responds inadequately within three (3) minutes the Mount Pleasant Fire Department will respond.
7. Each County Fire Department, with the exception of Talco and Winfield Fire Departments, shall inform Mount Pleasant Fire Department concerning necessary information related to incident (information forms will be supplied by MPFD). This information shall be supplied to MPFD as soon as possible after incident is terminated.
8. Talco Fire Department will be responsible for ALL incidents in their fire district. MPFD will respond only if requested.
9. Mount Pleasant Fire Department shall have command and responsibility for ALL incidents to which it responds or is requested to respond within any County Fire District.
10. Mount Pleasant Fire Department shall be responsible for the dispatching of equipment and personnel, as well as, for the termination of a response by a County Fire Department with regard to any incident. Talco and Winfield Fire Departments shall be responsible for the dispatching of their respective equipment and personnel.
11. Titus County will be responsible for and shall provide all repairs, maintenance, fuels and incidental expenses for all equipment owned or controlled by the county. Incidental expenses shall include, but not be limited to, brooms, radio maintenance, water coolers, hose repair, purchase of new hose or any other like items. The City Fire Chief or his designate shall be authorized to purchase these items provided a purchase order for all expenditures is requested from the County Purchasing Agent.
12. Titus County Fire Districts will be re-established in order to reduce the Mount Pleasant Fire District to an area immediately around the City of Mount Pleasant (3-5 mile radius). The Mount Pleasant Fire Department will be responsible for all incidents in it's Fire District.
13. Titus County will budget the cost and expense to send two county volunteer firemen from each county department (excluding MPFD) to Texas A & M Annual Fire Training.
14. Titus County shall establish actions to be taken by County Departments, in response to vehicle accidents, hazardous material incidents, search, water rescue or recovery, and weather watches.

TITUS COUNTY SHERIFF'S DEPARTMENT*John A. Moss, Sheriff***FEE SCHEDULE FOR SERVICE OR ATTEMPTED SERVICE IN TITUS COUNTY
BY SHERIFF'S DEPARTMENT AND CONSTABLES:**

SERVICE OF CITATION AND PRECEPTS	\$50.00
Citations	
Show Cause Orders	
Forcible Detainers	
Subpoenas	
Summons	
SERVICE OF PRE-JUDGMENT POSSESSORY WRITS	\$50.00
Writs of Attachment of Property	
Writs of Sequestration	
Writs of Garnishment	
SERVICE OF POST-JUDGMENT POSSESSORY WRITS	\$50.00
Writ of Execution	
Writ of Garnishment	
Writs of Possession	
Order of Sale	
Writs of Restitution	
SERVICE OF CITATIONS IN J.P. COURT	\$50.00
Small Claims Processes	
POSTING WRITTEN NOTICES	\$15.00

EFFECTIVE : JANUARY 1, 1995

TERRY COUNTY

Notices:	
Subpoenas	\$40.00
Summons	\$40.00
Writ of Attachment	\$40.00
Writ of Garnishment	\$40.00
Writ of Sequestration	\$40.00
Orders of Sale	\$40.00
Writ of Possession	\$40.00
Forcible Detainer	\$40.00

Service Fees:	
Small Claims Citation	\$40.00
Justice Court Citation	\$40.00
All Other Courts' Citations	\$40.00

Other Service Fees: Citations \$40.00, Notices \$40.00, Deposition of Subpoena \$40.00, Subpoena-Duces Tecum \$40.00, Precept to Service \$40.00, Temporary Restraining Order \$40.00, Posting Written Notices in Public Places \$10.00, Writ of Execution \$40.00, Writ of Restitution \$40.00, Writ of Injunction \$40.00, Writ of Habeas Corpus \$40.00, Sheriff's Deeds \$40.00

THROCKMORTON COUNTY

Notices:	
Subpoenas	\$50.00
Summons	\$50.00
Writ of Attachment	\$50.00
Writ of Garnishment	\$50.00
Writ of Sequestration	\$50.00
Orders of Sale	\$50.00
Writ of Possession	\$50.00
Forcible Detainer	\$50.00

Service Fees:	
Small Claims Citation	\$50.00
Justice Court Citation	N/A
All Other Courts' Citations	\$40.00

Other Service Fees: None Submitted

TITUS COUNTY

Notices:	
Subpoenas	\$40.00
Summons	\$40.00
Writ of Attachment	\$50.00
Writ of Garnishment	\$50.00
Writ of Sequestration	\$50.00
Orders of Sale	\$50.00
Writ of Possession	\$50.00
Forcible Detainer	\$40.00

Service Fees:	
Small Claims Citation	\$40.00
Justice Court Citation	\$40.00
All Other Courts' Citations	\$40.00

Other Service Fees: Posting Citations \$10.00, Taking/Approving Bonds \$10.00, Arrest Warrant \$35.00, Restraining Order \$50.00, Mental Commitment \$40.00, Written Notice to Appear \$5.00, Commitment Fee \$5.00, Release Fee \$5.00, Impoundment Fee \$15.00 each day ("on a second or subsequent conviction...the court shall order impoundment of the motor vehicle, being driven..., if the defendant was an owner of the vehicle... the duration of impoundment under this subsection is 180 days... the court shall impose a cost of \$15.00 a day against the defendant for the impoundment of the defendant's vehicle")

TOM GREEN COUNTY

Notices:	
Subpoenas (Civil)	\$40.00
Summons	\$40.00
Writ of Attachment	\$40.00
Writ of Garnishment	\$40.00
Writ of Sequestration	\$40.00
Orders of Sale	\$40.00
Writ of Possession	\$40.00
Forcible Detainer	N/A

Service Fees:	
Small Claims Citation	\$40.00
Justice Court Citation	\$40.00
All Other Courts' Citations	\$40.00

Other Service Fees: Citation by Posting \$10.00, Sheriff's Deed \$10.00

SEP 14 1994
ATTACHMENT "C"

VOL 18 PAGE 187
D 549880
TV 2572

APPLICATION FOR PERMIT

TO: COMMISSIONERS COURT
TITUS COUNTY, TEXAS

Application is hereby made by Southwestern Bell
for permission to lay Buried Service Wire line along/
under that certain segment of the county road in
Precinct # _____ at the following location(s):

SE CR 12

Respectfully submitted,

C.D. Prince
Signature and Title
Mgt. Engr. Design

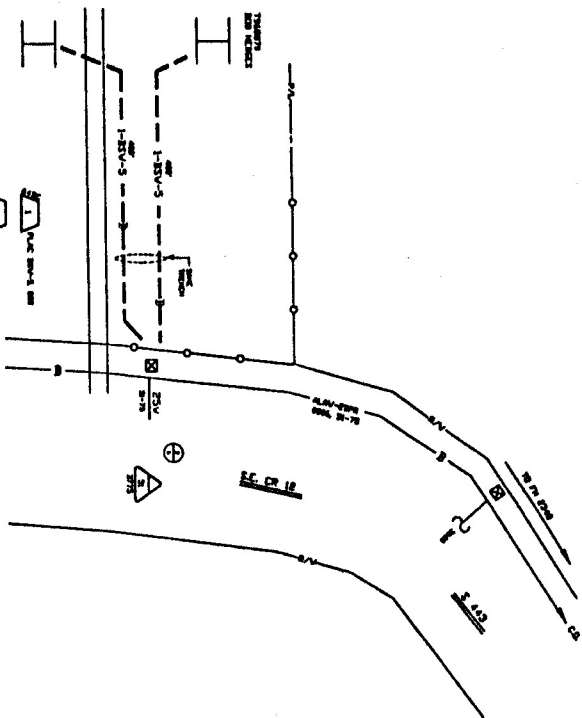
Approved - Denied

Alfred L. Hays
Commissioner, Precinct # _____
County Judge

Form No. 1006

2 4 920910908 ON/11/11 18/11/91 06 00 00 (211)

WONE 741M WOH



ASSIGNED PAIR FILL			
CABLE READING	ASSIGNED PAIR		DEF. PAIR
	P	R	
10-15-75	17	19	3

[illegible]

SEP 21 1994

ATTACHMENT "D"

VOL 18 PAGE 189

0531238

Mpl

APPLICATION FOR PERMIT

TO: COMMISSIONERS COURT
MT. PLEASANT, TEXAS 75455

Application is hereby made by SOUTHWESTERN BELL TELEPHONE COMPANY
for permission to lay buried line along/under
that certain segment of the county road in Precinct # 4
at the following location(s):

*Place buried cable as shown
on attached drawings.*

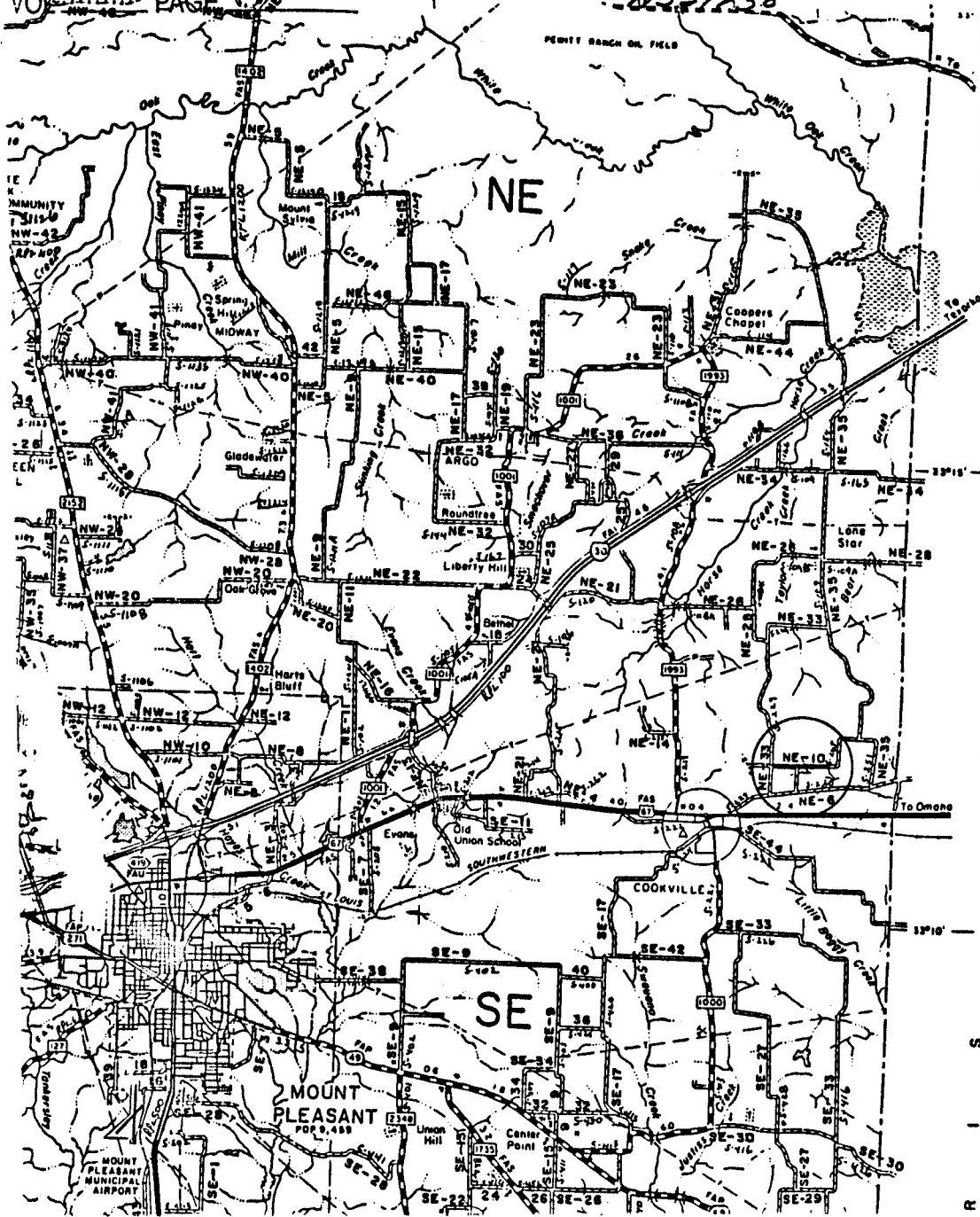
Respectfully submitted,

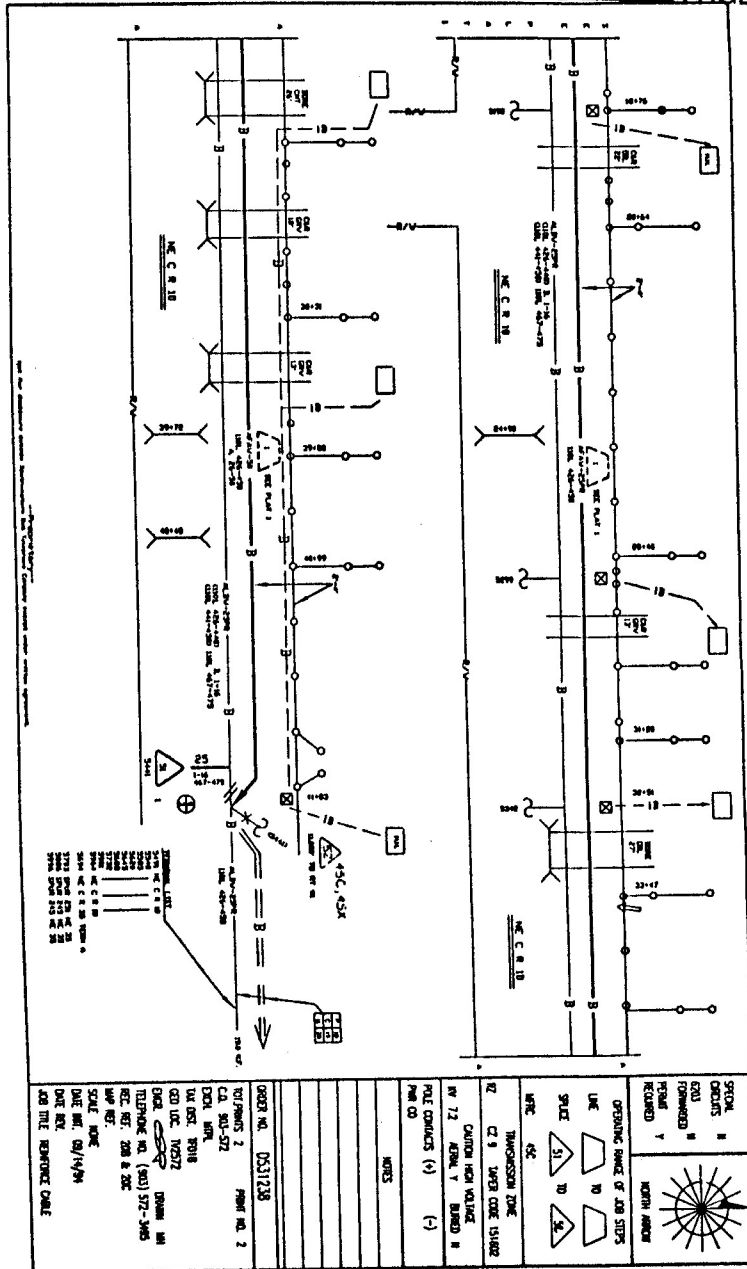
C. D. Prince
Manager-Engineering Design
611 W. Elm - ~~Daemont~~
Tyler, Texas 75702

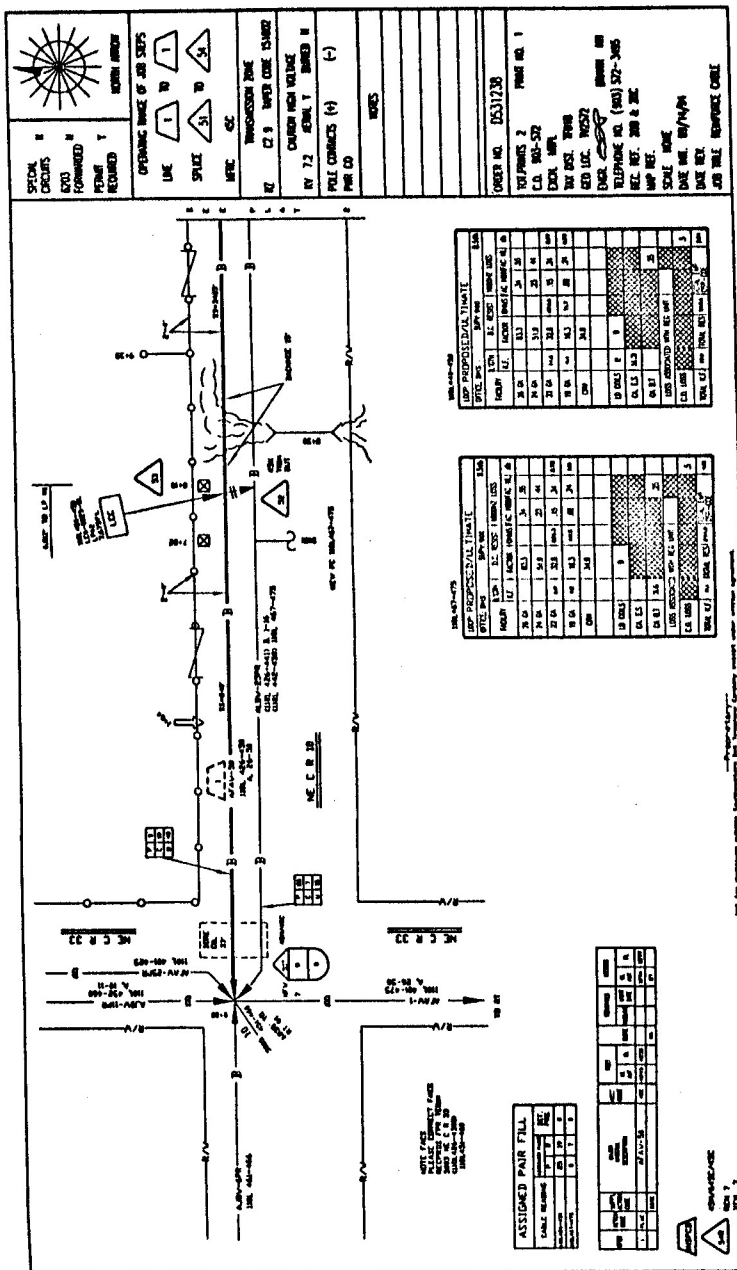
APPROVED - DENIED

Robert L. Hanger
COUNTY JUDGE

043/238







ATTACHMENT "E"

ROAD REGULATIONS FOR SUBDIVISIONS

1. All through roads will have 50 ft. easements, with a minimum 20 ft. surface.
2. All dead end roads will have a minimum 40 ft. easement, with a minimum 16 ft. surface and a 50 ft. radius cul-de-sac at the end of the road.
3. All roads will have a base of six (6) inches after compaction with crushed or native iron ore. The base will be overlaid with two (2) inches of oil dirt (or material equal to or greater quality, with prior approval of precinct commissioner).
4. All developers are required to have a bond equal to estimated cost of construction.
5. All utility lines will be cased or sleeved that cross the county road easement.
6. All roads will have concrete culverts sufficient to provide proper drainage with approval by precinct commissioner.
7. Effective date of regulations: September 26, 1994

WPB-1.FM
State Election Form
Prescribed by Secretary of State
Section 83.032, Election Code
W91

DESIGNATION OF DEPUTY EARLY VOTING CLERK

I, Sherry Mars, the early voting clerk for the
General Election conducted by Commissioners Court
do hereby designate the following persons as deputy early voting clerks for the above
named Election. The named persons are hereby authorized to perform any duties
which are assigned to me in the performance of conducting early voting.

Names of Deputy Early Voting Clerks

Jean Crover
Sally Horn
Joan Duncan
La Donna Holt
Delana Hauckin

Sherry Mars
Signature of Early Voting Clerk
or Appointing Authority

FIELD NOTES FOR TITUS COUNTY
9.574 ACRES

All that certain lot, tract, or parcel of land situated in the County of Titus, State of Texas, being a portion of the H.R. Cook Survey, A-147, and also being a portion of the called 258.264 acre tract described in a deed from Mary Elizabeth Roach et al to George Solomon by deed dated August 26, 1994 and recorded in Volume 857, Page 244 in the Deed Records of said County and described as follows:

Beginning at a $\frac{1}{2}$ " iron rod found for corner in the centerline of County Road SE15, same being the East line of the Gerry Joyce Caldwell called 13.25 acre tract (Volume 607, Page 213), same also being the most Westerly Northwest corner of said 258.264 acre tract and the Southwest corner of the Betty Storey Harris and Barbara Storey Johnson called 37 acre Second Tract (Volume 591, Page 101).

THENCE: S89°54'45"E, along the South line of said 37 acre tract and the North line of said 258.264 acre tract, 541.51 feet to a $\frac{1}{2}$ " iron rod found for corner, same being the Southeast corner of said 37 acre tract and an interior corner of said 258.264 acre tract.

THENCE: S0°48'E, 781.77 feet to a $\frac{1}{2}$ " iron rod set for corner.

THENCE: S87°05'W, 345.73 feet to a Railroad Spike set for corner in the centerline of said County Road SE15, same being the West line of said 258.264 acre tract and a East line of the Adnah Storey called 74 acre tract (Volume 341, Page 81).

THENCE: N65°04'W, along said centerline and said West line and said East line, 77.29 feet to a Railroad Spike found for an angle point.

THENCE: N56°48'W, continuing along said centerline and said West line and said East line, 111.00 feet to a Railroad Spike found for another angle point.

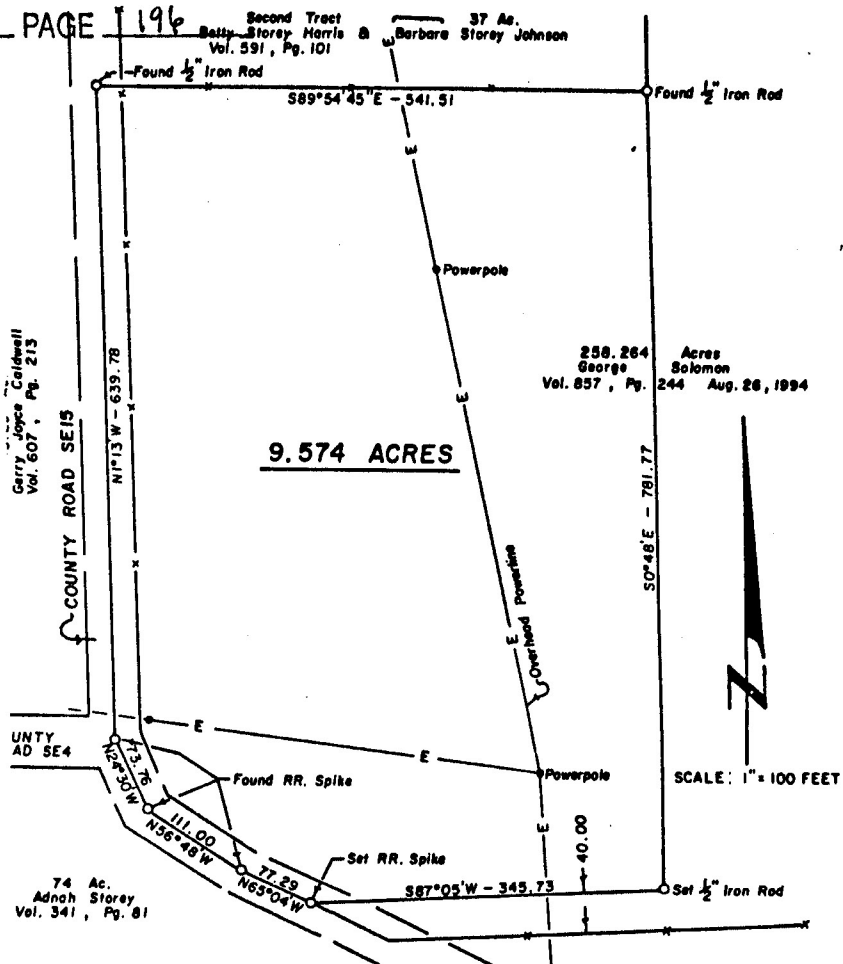
THENCE: N24°30'W, continuing along said centerline and said West line and said East line, 73.76 feet to a Railroad Spike found for corner, same being the upper Northeast corner of said 74 acre tract and the Southeast corner of said 13.25 acre tract.

THENCE: N1°13'W, continuing along said centerline and said West line, same being the East line of said 13.25 acre tract, 639.78 feet to the Place of Beginning and containing 9.574 acres of land.

I, Gayle Blalock, Registered Professional Land Surveyor No. 2060, do hereby certify that the field notes hereon truly and correctly represents a survey made by me on the ground on September 15, 1994. Given under my hand and seal this 16th day of September, 1994.

Gayle Blalock

SEE PLAT:



SELLER: George Solomon
 BUYER: Titus County
 LENDER: None

SURVEY PLAT SHCING A PORTION OF THE H.R. COOK SURVEY, A-147
 TITUS COUNTY, TEXAS

There are no encroachments, conflicts, or protrusions.
 This 9.574 acre tract does not lie within a HUD designated flood zone.
 Bearings are based on Deed Call (Vol. 857, Pg. 244).

I, Gayle Blalock, Registered Professional Land Surveyor No. 2060, do
 hereby certify that the plat hereon truly and correctly represents a
 survey made by me on the ground on September 15, 1994.
 Given under my hand and seal this 16th day of September, 1994.

SEE FIELD NOTES:

Gayle Blalock

AUDITOR'S OFFICE

SEP 29 1994

**COMMISSIONERS' COURT
REGULAR MEETING
OCTOBER 10, 1994**

**BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS'
COURT met *Regular Session* in the Titus Courtroom with the following
members present:**

ALFORD L. FLANAGAN	COUNTY JUDGE
MIKE PRICE	COMMISSIONER PRECINCT 1
MIKE FIELDS	COMMISSIONER PRECINCT 2
J. W. TERRELL, JR.	COMMISSIONER PRECINCT 3
THOMAS E. HOCKADAY	COMMISSIONER PRECINCT 4
JOAN DUNCAN	DEPUTY COUNTY CLERK

ABSENT: NONE

PUBLIC AND COUNTY OFFICIALS ATTENDING MEETING:

CHERIE BELL

**JUNE ROACH, TAX COLLECTOR-ASSESSOR
CARL JOHNSON, JR., AUDITOR
JOHN MOSS, SHERIFF**

Invocation was given by Dalton Graves, Minister of Blodgett Church of Christ.

**IN THE MATTER OF
CONSIDERING BIDS FROM SHERIFF'S
DEPARTMENT PATROL CARS**

**Only one bid was received from Sandlin Motors, Inc. in the amount of
\$20,030.00 per car.**

**Commissioner Mike Fields and County Judge Alford L. Flanagan felt the bid
from Sandlin Motors, Inc. was a little high.**

Sheriff John Moss requested the bid be set aside and to go out for more bids.
After further discussion the Sheriff withdraw his request.

Commissioner Mike Fields stated, "The Court previously agreed to buy 3 cars." He further stated, " The Court needs to either amend the Budget, take money out of Contingency Fund, or loan the Sheriff money until the Phone Revenue comes in for the purchase of the 3rd vehicle."

Motion was made by Commissioner Thomas E. Hockaday and seconded by Commissioner Mike Price to purchase 3 vehicles at \$20,030.00 each from Sandlin Motors, Inc. for the Sheriff's Department. Motion carried unanimously. *SEE ATTACHMENT "A"*

IN THE MATTER OF
DISCUSSING FIRE PROTECTION
SERVICES AGREEMENT
BETWEEN CITY OF MT. PLEASANT
AND TITUS COUNTY

Motion was made by Commissioner Thomas E. Hockaday and seconded by Commissioner Mike Price to approve the agreement with the City Of Mt. Pleasant and Titus County for Fire Protection. Motion carried unanimously.
SEE ATTACHMENT "B"

IN THE MATTER OF
APPROVING SEPTEMBER 1994
MINUTES

Motion was made by Commissioner Thomas E. Hockaday and seconded by Commissioner Mike Price to approve the September, 1994 minutes. Motion carried unanimously.

IN THE MATTER OF
RESOLUTION APPROVING
1994 TAX ROLL

June Roach, County Tax Assessor-collector reported the County had collected \$2,833,084.14 in taxes for 1994. She noted that the figure is at 97% collected down slightly from 1993 which was at 98%.

Auditor Carl Johnson informed the Court that the County Budgets are at 97% anyway.

Motion was made by Commissioner Thomas E. Hockaday and seconded by Commissioner Mike Price to approve the Resolution approving 1994 Tax Roll. Motion carried unanimously. *SEE ATTACHMENT "C"*

IN THE MATTER OF
APPROVING GOING OUT FOR BIDS ON
TWO GASOLINE DUMP TRUCKS
IN PRECINCT 4

Motion was made by Commissioner Mike Price and Commissioner Thomas E. Hockaday to approve going out for bids for two (2) gasoline dump trucks for Precinct 4. Motion carried unanimously.

IN THE MATTER OF
APPROVAL OF BUDGET AMENDMENTS

Motion was made Commissioner Mike Price and seconded by Commissioner Thomas E. Hockaday to approve budget amendments. Motion carried unanimously.

IN THE MATTER OF
SIGNING PAY ORDERS AND
PAYING BILLS

Motion was made by Commissioner Mike Fields and seconded by Commissioner Thomas E. Hockaday to approve signing pay orders and paying bills. Motion carried unanimously.

IN THE MATTER OF
APPROVING REPORTS FROM
COUNTY OFFICIALS

Motion was made by Commissioner Mike Price and seconded by Commissioner Thomas E. Hockaday to approve reports from County Officials.
Motion carried unanimously.

IN THE MATTER OF
ADJOURNMENT

Motion was made by Commissioner Mike Price and seconded by
Commissioner Mike Fields to adjourn. Motion carried unanimously.



Sandlin MOTORS, INC.

N. Jefferson at Hwy. 67 — P.O. Box 32
Phone (Area Code 903) — 572-3656
MT. PLEASANT, TEXAS 75456-0032

GEO



Titus County Commissioners Court
Titus County Court House
Mt. Pleasant, TX 75455

Dear Sirs:

Please except our bid of \$20,030.00 per car for three patrol cars. These are 1995 Chevrolet Caprice's with 350 V8 engines. Thank you for the opportunity to bid.

Sincerely,

A handwritten signature in dark ink, appearing to read "Joe Sandlin Jr." with a stylized flourish at the end.

Joe Sandlin Jr.



STATE OF TEXAS §

COUNTY OF TITUS §

FIRE PROTECTION SERVICES AGREEMENT

This Agreement made and entered into this the 10th day of October, 1994, by and between THE CITY OF MOUNT PLEASANT, TEXAS, a municipal corporation of the State of Texas (hereinafter called "City") and the COUNTY OF TITUS, TEXAS (hereinafter called "County"), an agreement concerning fire protection services, each acting herein by and through its duly authorized officials:

WITNESSETH:

WHEREAS, City has in its employ a full time staff of well trained persons organized into a Fire Department (hereinafter called "City Paid Firefighters" and/or "City Personnel"), supplemented and supported by the Mount Pleasant Volunteer Fire Department (hereinafter called "City Volunteer Firefighters"); and

WHEREAS, City is the owner of a Fire Station and associated land capable of storing firefighting and rescue equipment owned by City and County; and

WHEREAS, City is owner of a two-way base station and transmission tower by which it can dispatch fire suppression and rescue personnel and equipment; and

WHEREAS, City and County are the owners of certain trucks and other equipment designed for and capable of being used in the protection of persons and property from and in the suppression and fighting of fire; and

WHEREAS, City is owner of certain trucks and other equipment designed for and capable of being used in the protection of persons and property by responding to rescue calls and situations of various types; and

WHEREAS, County is desirous of obtaining adequate firefighting and rescue services for the citizens of County outside the corporate limits of City and City is willing to provide such service as hereinafter set forth; and

WHEREAS, City will cause its Fire Department to respond to certain incidents as contained in this agreement occurring outside the corporate limits of the Cities of Mount Pleasant, Talco, and Winfield, Texas and inside the limits of Titus County by dispatching County Departments (except Talco or Winfield Fire Departments), County firefighting equipment and/or City rescue equipment and City Paid Firefighters and City Volunteer Firefighters to such incidents; and

WHEREAS, it is desirous and beneficial for the City and County to develop future fire services that are independent and self sufficient in an effort to best protect and serve the citizens of Mount Pleasant and Titus County.

NOW, THEREFORE, and in consideration of the premises and of mutual benefits to be derived by each of the parties hereto, which said parties now agree to be valuable and sufficient consideration, said parties agree and covenant upon the terms and conditions herein.

SECTION 1: EQUIPMENT AND SERVICES TO BE PROVIDED BY CITY

City agrees to provide that equipment and those services identified and set forth in "Exhibit A", attached hereto and incorporated herein for all purposes.

SECTION 2: EQUIPMENT AND SERVICES TO BE PROVIDED BY COUNTY

County agrees to provide that equipment and those services identified and set forth in "Exhibit B", attached hereto and incorporated herein for all purposes.

SECTION 3: PAYMENTS

In consideration of the equipment and services provided, as identified and set forth herein, County will pay City those amounts or payments as set forth: (1) beginning October 1, 1994 and ending September 30, 1995 the annual sum of \$155,500, payable in twelve equal monthly payments of \$12,958 which shall be paid on or before the 15th day of each month, beginning October 15, 1994.

SECTION 4: PERSONNEL AS AGENTS OF COUNTY

The acts of any person or persons while fighting fires, performing rescues, traveling to or from fires or rescues outside the city limits of the City of Mount Pleasant, Texas, or in any manner furnishing fire protection or rescue services to the citizens of County outside the city limits of the City of Mount Pleasant, Texas, shall be considered as the acts of agents of County in all respects, notwithstanding such person or persons may be regular employees of the City, City Paid Firefighters and/or City Volunteer Firefighters, pursuant to Article 2351(a)-1 of the Revised Civil Statutes of the State of Texas.

SECTION 5: LIMITATIONS

City reserves the right to refuse to dispatch any City employee, City Paid or Volunteer Firefighter or City owned equipment pursuant to this agreement in the event the Fire Chief of City, or his designate, shall determine that the health, safety and welfare of the citizens of City would be endangered by the dispatching of such men and/or equipment outside its corporate limits.

The Fire Chief, or his designate, shall use his or her discretion and best judgment as to the type and amount of equipment and personnel dispatched to calls pursuant to this agreement.

SECTION 6: RESPONSIBILITY AND COMMAND

The City Fire Chief or his designate shall be responsible for and have command of all incidents to which the Mount Pleasant Fire Department responds, even if it is at the request of a County Fire Department to aid in the control of an incident in their fire district, with the exceptions of incidents inside the corporate limits of Winfield and Talco.

SECTION 7: INDEMNITY AND HOLD HARMLESS

It is specifically understood between the parties that County hereby now agrees, and by these presents does specifically agree, to indemnify and hold harmless the City and its employees and volunteers, from any claims, causes of action, lawsuits or fees, from any person, firm or entity arising out of the performance or attempted performance of this contract, except workers' compensation claims.

SECTION 8: PUBLIC LIABILITY AND WORKERS' COMPENSATION COVERAGE

The City shall provide satisfactory evidence to County that it presently has in force sufficient public liability insurance as well as Workers' Compensation coverage for its paid and volunteer firemen.

SECTION 9: EFFECTIVE DATE

The effective date of this agreement shall be the 1st day of October, 1994 and shall remain in full force and effect as to all provisions of this agreement until the 30th day of September, 1995 provided however, that either party may terminate this contract in whole or in part upon ninety (90) days written notice of same.



ATTEST:

Brenda Reynolds
Brenda Reynolds, City Secretary

CITY OF MOUNT PLEASANT, TEXAS

Jim Blanchard
Jim Blanchard, Mayor

COUNTY OF TITUS, TEXAS

Alford L. Flanagan
Alford Flanagan, County Judge



ATTEST:

Sherry Mars
Sherry Mars, County Clerk

"EXHIBIT A"**EQUIPMENT AND SERVICES TO BE PROVIDED BY CITY**

City hereby agrees to:

1. Dispatch County equipment and City Paid and Volunteer Firefighters to points in County, which are outside the city limits of the City, to assist with structures fires and rescue calls (i.e. rescue calls are defined as vehicle accidents, hazardous material incidents, searches, or water rescue or recovery) pursuant to this Agreement. The City will not respond to grass or vehicle fires within other County Fire Districts and will not respond to incidents within the Talco Fire District, except as stipulated in this Agreement.
2. Dispatch County Volunteer Fire Departments to incidents within Titus County, with the exception of Talco and Winfield Fire Departments. Calls received through 911 System or calls to the Mount Pleasant Fire Department, relating to incidents within the Talco or Winfield Fire District shall be transferred to respective fire department.
3. Assume cost for services rendered to County by the City Fire Chief, the City Fire Marshal, and City paid and volunteer firefighters for services provided to County pursuant to this agreement.
4. Assume cost for fuel and maintenance expenses incurred for use of City owned vehicles pursuant to this agreement.

"EXHIBIT B"
EQUIPMENT AND SERVICES TO BE PROVIDED BY COUNTY

County hereby agrees to:

1. Assume all capital outlay expenditures for the replacement or acquisition of County firefighting vehicles and equipment and associated appurtenances pursuant to this agreement.
2. County will initiate a program to have all County Fire Department personnel trained through a State program:
 - a. Each County Fire Department will be contacted by County officials concerning training required.
 - b. Each member of a County Fire Department shall participate in a State approved training program (i.e. State Firemen's and Fire Marshal's Association)
 - c. All County Fire Department Volunteers, shall receive at least two (2) hours of training each month commencing forty-five (45) days after effective date of agreement. Training that can be supported by documentation will be considered toward training requirements.
3. County Commissioners Court will require each County Fire Department to submit, by the 10th of each month, a report of department activities including the following:
 - Position of each member in the department (i.e. actively fights fires, fund raising only, other support personnel, etc.)
 - Number of training hours offered/attended by each volunteer.
 - Number of runs dispatched for department/number of runs made by each volunteer
 - Amount of volunteer pay for each volunteer.
 - A copy of this report shall be furnished the Mount Pleasant Fire Chief on a monthly basis. In addition, a quarterly meeting between representatives of the County and City and the Fire Chief or his designee of each of the Fire Departments involved shall be here to review progress concerning this contract.
4. Within the first thirty (30) days of contract effective date, each County Department shall furnish the County Judge an implementation plan outlining how each department will comply with the items outlined herein.
5. Each County Fire Department shall be responsible for and respond to all grass fires and vehicle fires in their districts. Mount Pleasant Fire Department will respond for assistance, if requested, by County Departments. If the County Fire

Department responsible for the incident does not respond, or responds inadequately, within three (3) minutes the next closest County department will be dispatched to the incident. If the second County Fire Department does not respond or responds inadequately within three (3) minutes the Mount Pleasant Fire Department will respond.

6. Each County Fire Department, with the exception of Talco and Winfield Fire Departments, shall inform Mount Pleasant Fire Department concerning necessary information related to incident (information forms will be supplied by MPFD). This information shall be supplied to MPFD as soon as possible after incident is terminated.
7. Talco Fire Department will be responsible for ALL incidents in their fire district. MPFD will respond only if requested.
8. Mount Pleasant Fire Department shall have command and responsibility for ALL incidents to which it responds or is requested to respond within any County Fire District.
9. Mount Pleasant Fire Department shall be responsible for the dispatching of equipment and personnel, as well as, for the termination of a response by a County Fire Department with regard to any incident. Talco and Winfield Fire Departments shall be responsible for the dispatching of their respective equipment and personnel. Calls received through 911 System or calls to the Mount Pleasant Fire Department, relating to incidents within the Talco or Winfield Fire District shall be transferred to respective Fire Department.
10. Titus County will be responsible for and shall provide all repairs, maintenance, fuels and incidental expenses for all equipment owned or controlled by the county. Incidental expenses shall include, but not be limited to, brooms, radio maintenance, water coolers, hose repair, purchase of new hose or any other like items. The City Fire Chief or his designate shall be authorized to purchase these items provided a purchase order for all expenditures is requested from the County Purchasing Agent.
11. Titus County Fire Districts will be re-established in order to reduce the Mount Pleasant Fire District to an area immediately around the City of Mount Pleasant (3-5 mile radius). The Mount Pleasant Fire Department will be responsible for all incidents in it's Fire District.
12. Titus County will budget the cost and expense to send two county volunteer firemen from each county department (excluding MPFD) to Texas A & M Annual Fire Training.
13. Titus County shall establish actions to be taken by County Departments, in response to vehicle accidents, hazardous material incidents, search, water rescue or recovery, and weather watches.



Titus County Commissioners' Court

Mt. Pleasant, Texas

RESOLUTION

The Titus County Commissioners' Court of Titus County on this the 10th day of October, 1994 certified and approved the 1994 tax roll as submitted by the Titus County Tax Assessor/Collector.

The aforementioned certification and approval is in compliance with Section 26.09 (e) of the Property Tax Code.

Arford L. Flanagan
County Judge

Mike Ricci
Pct. 1 Commissioner

Mike Fields
Pct. 2 Commissioner

John T. Trawell
Pct. 3 Commissioner

Thomas E. Hackelberg
Pct. 4 Commissioner

**The above and foregoing minutes for the month of September
1994 were read and approve this 10th day of October, 1994.**

Alford L. Flanagan
ALFORD L. FLANAGAN, COUNTY JUDGE

Mike Price
MIKE PRICE, COMMISSIONER PRECINCT #1

Mike Fields
MIKE FIELDS, COMMISSIONER PRECINCT #2

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

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

SHERRY MARS, COUNTY CLERK

COMMISSIONERS' COURT MINUTES FOR SEPTEMBER, 1994 A.D.
RECORDED ON THE 11th. DAY OF OCTOBER, 1994 A.D.

SHERRY MARS, COUNTY CLERK,
TITUS COUNTY, TEXAS

By Jean Craven DEPUTY COUNTY CLERK

