

**COMMISSIONERS' COURT  
SPECIAL MEETING  
SEPTEMBER 25, 1995**

**BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS' COURT met in *Special Session* on Monday, September 25, 1995, in the Titus County Courtroom with the following members present:**

DANNY P. CROOKS .....COUNTY JUDGE  
MIKE PRICE .....COMMISSIONER PRECINCT 1  
MIKE FIELDS .....COMMISSIONER PRECINCT 2  
THOMAS E. HOCKADAY .....COMMISSIONER PRECINCT 4  
JOAN DUNCAN .....DEPUTY COUNTY CLERK

**ABSENT: J. W. TERRELL, JR. COMMISSIONER PRECINCT 3**

**PUBLIC AND COUNTY OFFICIALS ATTENDING MEETING:**

CARL JOHNSON, AUDITOR  
HUELLA CAMPBELL, HOME EXTENSION AGENT  
DICK McCRAVER, HOME EXTENSION AGENT

SCOTT WILLEY	GAYLE BLALOCK
ROBERT ROLSTON	ERIC BLALOCK
BILL WRIGHT	PATRICK REDFEARN
SCOTT REDFEARN	

**IN THE MATTER OF  
COUNTY EXTENSION AGENTS  
REQUEST FOR COPIER REPAIR OR REPLACEMENT**

Extension Agent Huella Campbell presented to the Court options concerning the copier at the extension office. The copier was not working and no money was budgeted for the copier in the 1995-1996 Budget. She advised the Court that there was no state money available to help with this situation. The agents were asking for an amendment in the budget to buy a new one or to repair the existing machine at a cost of \$500.00 to \$700.00.

Commissioner Mike Fields suggested they purchase a re-conditioned machine.

Motion was made by Commissioner Mike Price and seconded by Commissioner Thomas E. Hockaday to have the existing copier fixed not to exceed \$700.00. Motion carried unanimously.

IN THE MATTER OF  
DISCUSSING PLAT STANDARDS

Mr. Robert Rolston spoke on behalf of Gayle Blalock in this matter. Points brought out included plat reviewed by outside surveyors, number of copies to file in clerk's office, and discrimination among local surveyors.

Commissioner Mike Fields suggested, "We are keeping the requirements as they stand now. If any surveyor feels like he is being discriminated against, he should bring his complaint to the Commissioners' Court." *SEE ATTACHMENT "A"*

IN THE MATTER OF  
APPROVING MINUTES FOR  
AUGUST 1995

Commissioner Mike Fields stated, "We need a correction in the minutes in Volume 20 Page 153. Paragraph three shows Commissioner Terrell asking Rex Mars a question. It should show Commissioner Fields asking the question."

Commissioner Fields requested the minutes sent to the Commissioners for review only have items voted or acted upon during Court. He stated, "The attachments have already been seen and approved by the Court. Therefore, there is no need to review them again. This would save time and money."

Motion was made by Commissioner Mike Fields and seconded by Commissioner Mike Price to approve the minutes once the correction had been completed. Motion carried unanimously.

IN THE MATTER OF  
APPROVING ROAD DEDICATION  
PLAT FOR EASTWOOD HILLS SUBDIVISION  
IN PRECINCT 4

Motion was made by Commissioner Thomas E. Hockaday and seconded by Commissioner Mike Fields to approve the road dedication plat for Eastwood Hills Subdivision in Precinct 4. Motion carried unanimously.

IN THE MATTER OF  
APPROVING SOUTHWESTERN BELL TELEPHONE COMPANY  
BURYING CABLE ALONG/UNDER SE 18 IN PRECINCT 4

Motion was made by Commissioner Thomas E. Hockaday and seconded by Commissioner Mike Price to approve Southwestern Bell Telephone Company burying cable along and under SE 18 in Precinct 4. The Court requires Southwestern Bell to bore under the road. Motion carried unanimously. *SEE ATTACHMENT "B"*

IN THE MATTER OF  
APPROVING GTE SOUTHWEST INCORPORATION  
BURYING CABLE ALONG/UNDER NW 13 AND NW 18  
IN PRECINCT 2

Motion was made by Commissioner Mike Fields and seconded by Commissioner Mike Price to approve GTE Southwest Incorporation burying cable along and under NW 13 and NW 18 in Precinct 2. The Court requires GTE to bore under the road. Motion carried unanimously. *SEE ATTACHMENT "C"*

IN THE MATTER OF  
APPROVING BUDGET AMENDMENTS  
Motion was made by Commissioner Mike Price and seconded by Commissioner Thomas E. Hockaday to approve budget amendments 84

through 88. These can be seen in the County Auditors' Office. 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 reports from County Treasurer, County Clerk, District Clerk and Five Star Volunteer Fire Department.

IN THE MATTER OF  
SIGNING PAY ORDERS AND PAYING BILLS

Commissioner Fields reported that there was \$13,685.07 left over in the Park Fund. Commissioner Fields said, "I would like to suggest that the Commissioners think about using the \$13,685.07 for building a pier."

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

IN THE MATTER OF  
APPROVING FIRE PROTECTION SERVICES AGREEMENT  
WITH THE CITY OF MT. PLEASANT

Motion was made by Commissioner Mike Price and seconded by commissioner Thomas E. Hockaday to approve the fire protection services agreement with the City of Mt. Pleasant. Motion carried unanimously. *SEE ATTACHMENT "D"*

IN THE MATTER OF  
APPROVING RECOMMENDATION OF TITUS  
COUNTY CHILD PROTECTIVE SERVICES BOARD

Motion was made by Commissioner Thomas E. Hockaday and seconded by Commissioner Mike Fields to approve the appointment of Susan Scarbrough

to the Titus County Child Protective Services Board. Motion carried unanimously. *SEE ATTACHMENT "F"*

Motion was made by Commissioner Mike Price and seconded Commissioner Mike Fields to recess until Tuesday, September 26, 1995, at 9:00 a.m. Motion carried unanimously. County Judge Crooks called the meeting to order at 9:00 a.m., September 26, 1995. All members were present.

**PUBLIC AND COUNTY OFFICIALS PRESENT:**

BOB BAKER  
LOUIS GOHMERT  
SUSAN KING

PATRICK REDFEARN  
SCOTT REDFEARN

**IN THE MATTER OF  
OPENING AND CONSIDERING BIDS  
FOR TITUS COUNTY JAIL FURNISHINGS**

Three bids were received: 1. S. W. Spacesavers of Dallas, Texas  
2. Firmins of Mt. Pleasant, Texas  
3. Ables Land Incorporated of Tyler, Texas

Those bids with bid bonds were read.

Motion was made by Commissioner Thomas E. Hockaday and seconded by Commissioner Mike Fields to table until next meeting in October. Motion carried unanimously.

**IN THE MATTER OF  
ADJOURNMENT**

Motion was by Commissioner Thomas E. Hockaday and seconded by Commissioner J. W. Terrell, Jr. to adjourn. Motion carried unanimously.

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## ATTACHMENT "A"

**SHERRY JO MARS**  
Titus County Clerk  
100 W. 1st., Suite 204  
Mt. Pleasant, Texas 75455  
(903) 577-6796

**INSTRUCTIONS FOR FILING A PLAT**

1. TAKE (2) COPIES FROM WHOEVER IS TRYING TO FILE THE PLAT. THERE SHOULD BE (1) ORIGINAL AND (1) COPY. **DO NOT TAKE THEIR FILING FEE AT THIS TIME!**
2. THE CO. CLERK TAKES THE PLATS TO SURVEYOR, DAN HAMPTON. MR. HAMPTON PRESENTS THE PLAT TO A SURVEY COMMITTEE. IF THE COMMITTEE APPROVES THE PLAT, THEY WILL RETURN THE PLAT ALONG WITH A LETTER STATING THAT THEY APPROVE IT. IF THE COMMITTEE DOES NOT APPROVE THE PLAT, THEY WILL SEND THE PLAT BACK TO THE CO. CLERK ALONG WITH A LETTER OF THE RECOMMENDED CHANGES TO BE MADE.
3. THE CO. CLERK CALLS THE APPLICANT TO TELL THEM WHETHER OR NOT THE COMMITTEE ACCEPTS THE PLAT.
4. IF THERE ARE CHANGES TO BE MADE, THE APPLICANT MAKES THE NECESSARY CHANGES AND THE PLAT HAS TO BE RE-SUBMITTED TO THE COMMITTEE.
5. WHEN THE PLAT IS ACCEPTED, IT IS PUT ON THE COMMISSIONERS COURT AGENDA SO THAT THEY CAN APPROVE IT.
6. AFTER THE PLAT IS ACCEPTED, THE APPLICANT HAS TO FILE (6) COPIES AND (1) ORIGINAL IN THE CO. CLERKS OFFICE. **THE ORIGINAL MUST BE ON MYLAR PAPER!** THE APPLICANT PAYS THE FILING FEE WHEN THEY FILE IT. THE (6) COPIES GO TO: ( DAN HAMPTON, BILL WRIGHT, & GAYLE BLALOCK ), THE LOCAL SURVEYORS. BOTH TITLE COMPANIES AND THE TAX OFFICE GET THE OTHER COPIES.
7. I HAVE SENT COPIES OF THE FILING STANDARD TO ALL THE SURVEYORS IN MT. PLEASANT.
8. **THE ORIGINAL MUST BE FILED ON MYLAR PAPER!**

NS82764

Mc

APPLICATION FOR PERMIT

TO: COMMISSIONERS COURT  
MT. PLEASANT, TEXAS 75455

Application is hereby made by SOUTHWESTERN BELL TELEPHONE COMPANY  
for permission to lay ~~bury 2 Terminal lines~~ *bury 2 Terminal lines* along/under  
that certain segment of the county road in Precinct # 7  
at the following location(s):

*Cut in Two (2) buried Terminals  
as shown on the attached  
drawing - (Must Bore under road)*

Respectfully submitted,

*C. D. Prince*

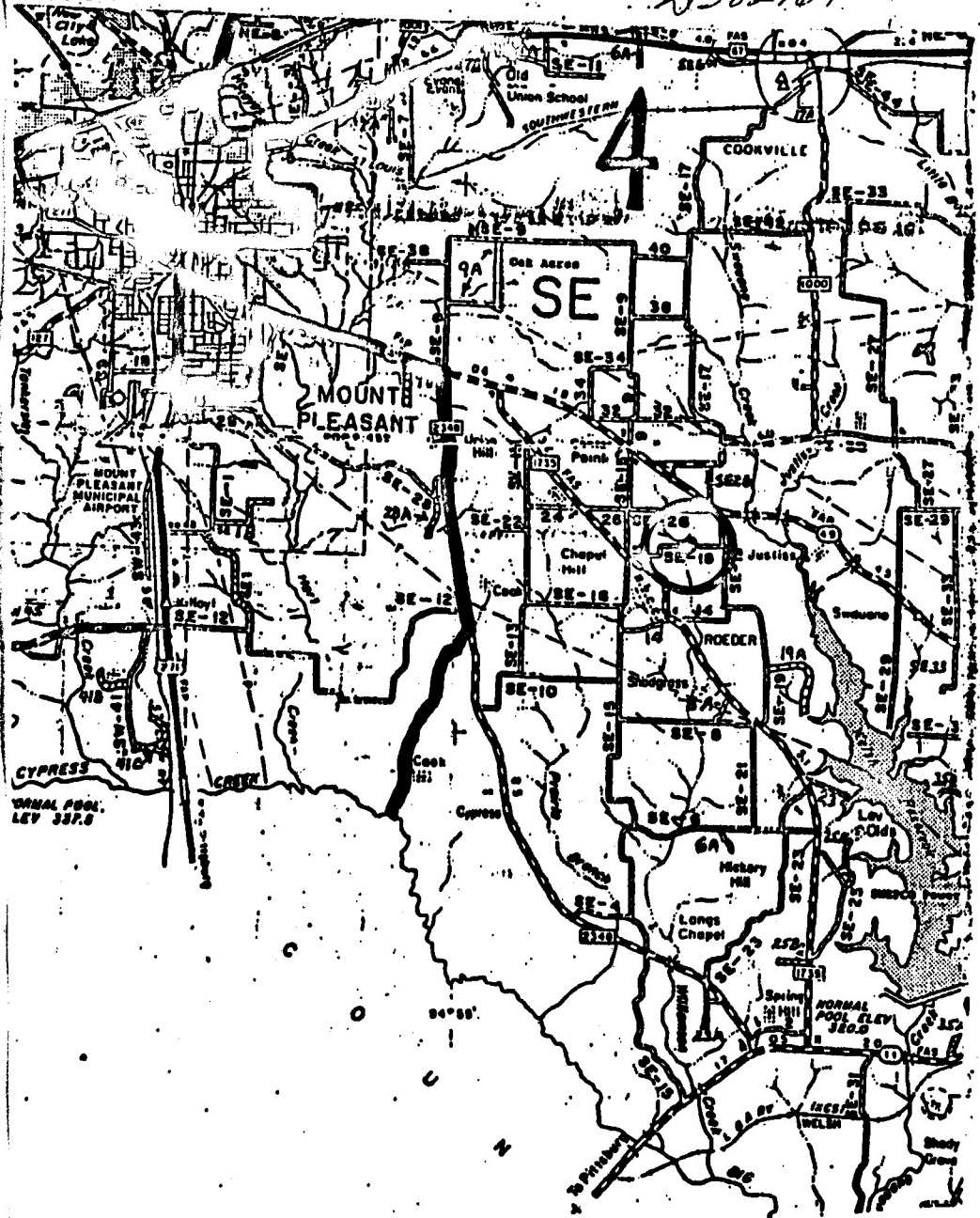
Manager-Engineering Design  
611 W. Elm  
Tyler, Texas 75702

APPROVED - DENIED

*Dany Cook*

COUNTY JUDGE

N 582764



COUNTY CLERK'S MEMO  
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APPLICATION FOR PERMIT

TO: COMMISSIONERS COURT  
MT. PLEASANT, TEXAS 75455

Application is hereby made by SOUTHWESTERN BELL TELEPHONE COMPANY  
for permission to lay ~~two~~ *two* ~~terminals~~ *terminals* along/under  
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at the following location(s):

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as shown on the attached  
drawing -*

Respectfully submitted,

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

APPROVED - DENIED

\_\_\_\_\_  
COUNTY JUDGE

COUNTY CLERK'S MEMO  
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SEP 18 1995

NOTICE OF COMMUNICATION LINE INSTALLATION

DATE 9-14-95

TO THE COMMISSIONER'S COURT OF TITUS COUNTY

ATTENTION COUNTY JUDGE:

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

STARTING AT THE INTERSECTION OF COUNTY ROAD NW13 AND NW18, CTE PROPOSES TO DIRECT BURY A CABLE DOWN NW18 FOR A DISTANCE OF 330'. AT THAT POINT A BORE WILL BE REQUIRED GOING UNDER THE ROAD AND A ADDITIONAL 520' OF CABLE WILL BE PLACED. SEE MAP FOR LOCATION AND DRAWING FOR PROPOSED CONSTRUCTION DESIGN. (must bore under road.)

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

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

Construction of this line will begin on or after 9-21- 1995.

GTE Southwest Incorporated

BY FRANK PERNA *Frank Perna*

O. S. P. TECH.

ADDRESS PO BOX 49B

SULPHUR SPRINGS, TX 75483

COUNTY CLERK'S MEMO  
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GTE Southwest Incorporated  
1121 Shannon Road  
P. O. Box 498  
Sulphur Springs, Texas 75482

The Honorable Commissioners Court

County of TITUS

MT PLEASANT, Texas 75455

ROW 2 - TITUS County - WINFIELD, Texas -

9PS03GR NO - BM:sm

Formal notice is hereby given that GTE Southwest Incorporated proposes to place a buried telephone cable along the right-of-way of a Oil County Road.

Attached are two copies of Form ED-135, "Notice of Proposed Installation Buried Cable", with sketches showing in detail a more exact location of this proposed construction. The new cable to be placed within 3' feet of the right-of-way at all locations possible, and at a minimum depth of 30 inches.

GTE Southwest agrees to assume liability for any damage to the roadway and/or right-of-way which may be caused from this construction.

In the event subsequent construction in connection with the repair, widening or improvement of the present roadway may require the lowering, revamping or relocation of the cable, GTE Southwest will bear all the expense of such lowering, revamping or relocating of the facilities.

If additional information is required, please notify:

GTE Southwest Incorporated  
1121 Shannon Road P. O. Box 498  
Sulphur Springs, Texas 75483  
Telephone No. 214-885-1742

*Frank Perma*  
Engineer

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ISSUED 11-21-77  
EFFECTIVE 10-4-76  
DOCKET 10



GENERAL  
TELEPHONE  
COMPANY  
OF THE  
SOUTHWEST

TEXAS GENERAL EXCHANGE TARIFF  
MAP SUPPLEMENT SECTION 6

WINFIELD, TEXAS  
Exchange Area Boundary

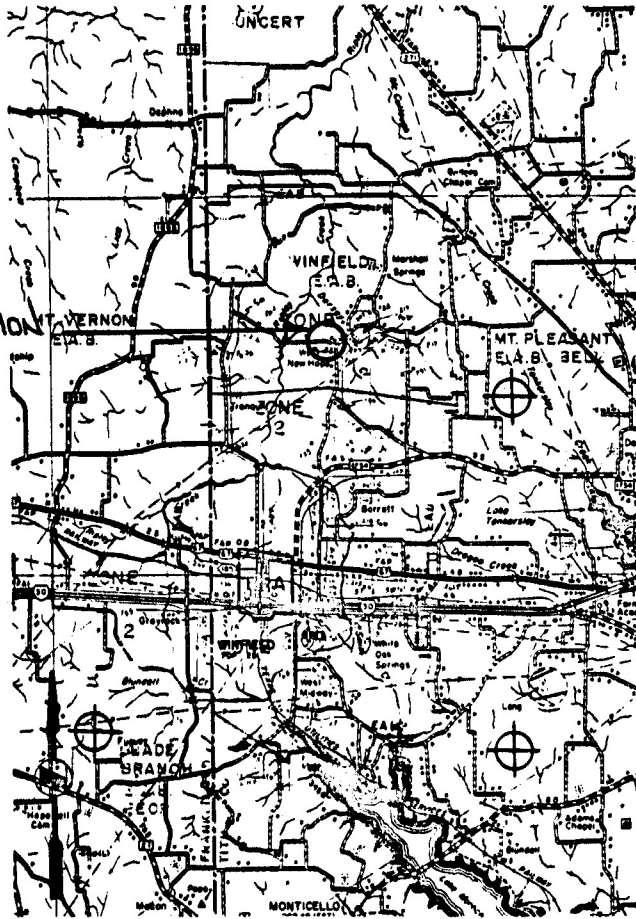
FIRST REVISED SHEET NO. 286A  
CANCELLING ORIGINAL SHEET NO. 286A

SCALE 1 inch = 2 MI.

ALL BOUNDARIES ARE 600 FEET FROM  
ROADS UNLESS OTHERWISE NOTED

R. REX BAILEY  
VICE PRESIDENT-REVENUE REQUIREMENTS

Work Location



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SEP 21 1995

STATE OF TEXAS §

COUNTY OF TITUS §

**FIRE PROTECTION SERVICES AGREEMENT**

This Agreement made and entered into this the 25 day of SEPTEMBER 1995, 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:

**SECTION 1: 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:

Fiscal Year October '95 - September '96	\$225,000.00
Fiscal Year October '96 - September '97	\$250,000.00
Fiscal Year October '97 - September '98	\$275,000.00
Fiscal Year October '98 - September '99	\$300,000.00
Fiscal Year October '99 - September 2000	\$325,000.00

which shall be paid in 12 equal monthly installments each fiscal year, on or before the 15th day of each month, beginning October 15, 1995.

**SECTION 2: 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 3: LIMITATIONS**

The City 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, except as provided in Section 8 of this Agreement. The City Fire Chief retains, and is given authority, by the City, to act at all times, using his full discretion to protect and preserve equipment and personnel under his authority.

**SECTION 4: 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, with the exceptions of incidents which occur within the cities of Winfield and Talco, and the Talco Fire District.

**SECTION 5: 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 6: 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 7: EFFECTIVE DATE**

The effective date of this agreement shall be the 1st day of October, 1995 and shall remain in full force and effect as to all provisions of this agreement until the 30th day of September, 2000 provided however, that either party may terminate this contract in whole or in part upon one hundred twenty (120) days written notice of same.

**SECTION 8: PROVISIONS RELATING TO THE CITY**

The City hereby agrees to:

1. Respond to all structure fires within Titus County, except for Talco Fire District and the cities of Talco and Winfield, except when requested with a minimum of two (2) trucks and two (2) men;
2. Respond to all rescue calls within Titus County;
3. Respond to all hazardous materials incidents within Titus County except for Talco Fire District and the cities of Talco and Winfield, except when requested;
4. Assist County fire departments with grass and vehicle fires within their districts upon request;
5. Assume command and responsibility for all incidents to which the MPFD responds with the exception of incidents which occur within the cities of Talco and Winfield;
6. Dispatch and terminate responses of County fire departments with the exception of the cities of Talco and Winfield. Calls received through 911 or the MPFD relating to incidents within the Talco and Winfield Fire District shall be transferred to the respective fire department; and
7. Provide fuel for all City and County equipment within the control of Mount Pleasant Fire Department.

**SECTION 9. PROVISIONS RELATING TO THE COUNTY**

The County agrees to:

1. Assume capital expenditures relating to County-owned firefighting vehicles and equipment;
2. Assume responsibility for grass and vehicle fires within their respective districts;
3. Ensure that County fire departments (except Talco and Winfield) provide incident information to the MPFD as soon as possible following an incident;
4. Assume responsibility for all repairs, maintenance and incidental expenses relating to County owned/controlled equipment such as brooms, radio maintenance, water coolers, hose repair, purchase of new hose, etc.;
5. Lease the City the building located at FM 1402 currently known as jail #2 for a period equal to the term of this contract and to terminate upon termination of this contract. The facility may only be used for a fire substation with the cost of all improvements to be borne by the City. All improvements shall become the property of the County upon termination of this lease.

**CITY OF MOUNT PLEASANT, TEXAS**

\_\_\_\_\_  
Bill Chambers, Mayor

**ATTEST:**

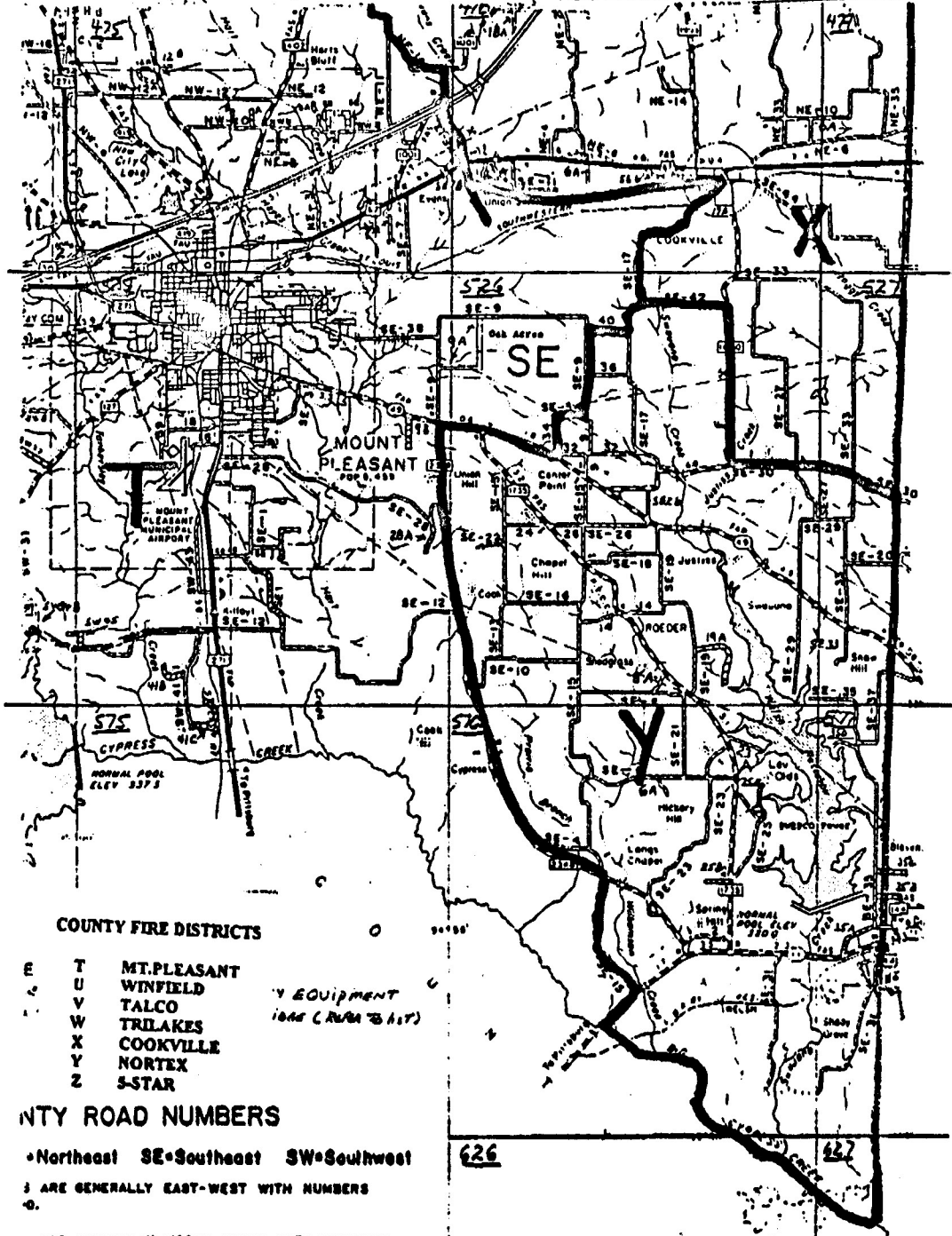
\_\_\_\_\_  
Brenda Reynolds, City Secretary

**COUNTY OF TITUS, TEXAS**

*Danny P. Crooks*  
\_\_\_\_\_  
Danny Pat Crooks, County Judge

**ATTEST:**

\_\_\_\_\_  
Sherry Mars, County Clerk



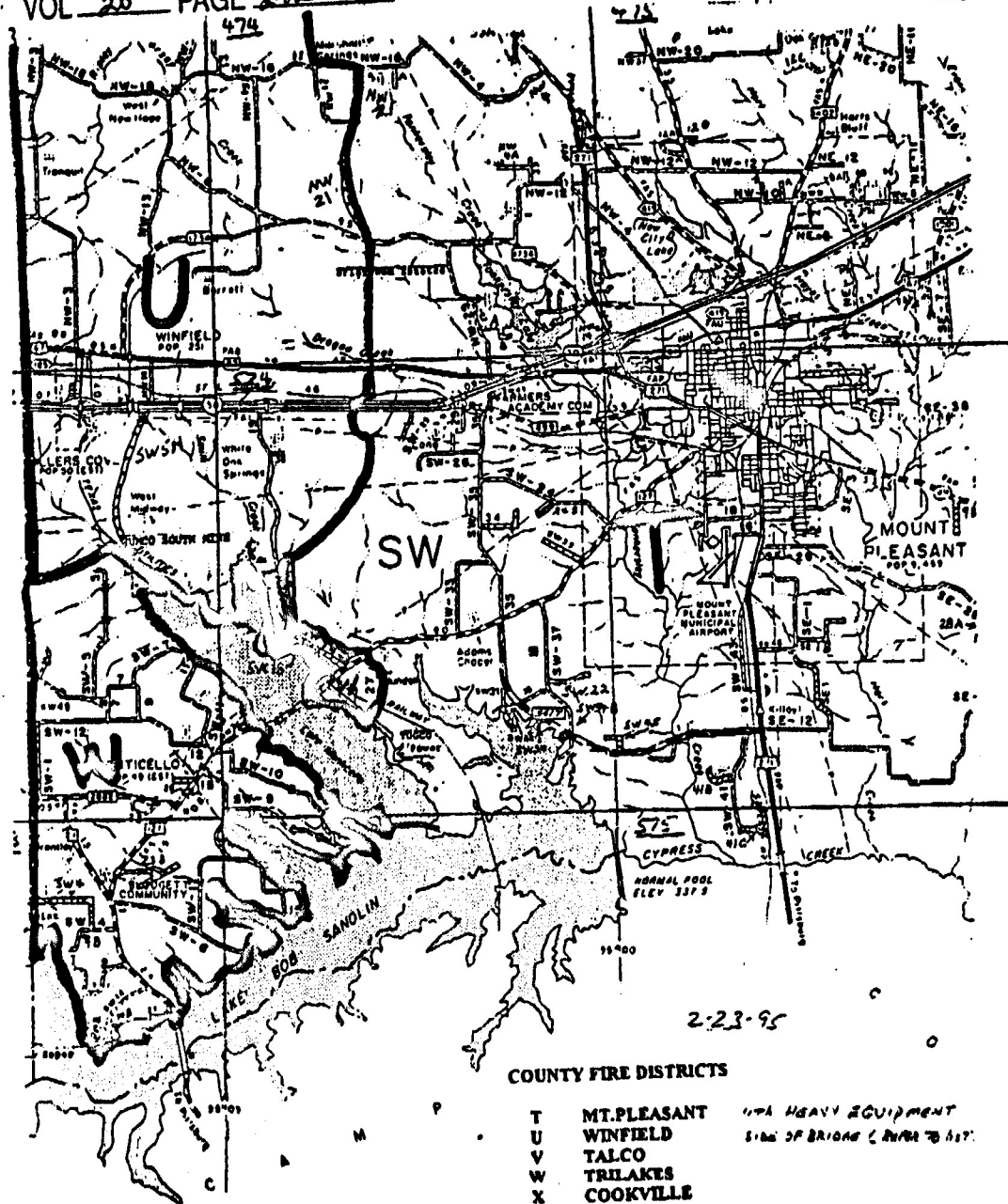
**COUNTY FIRE DISTRICTS**

- E T MT.PLEASANT
  - U WINFIELD
  - V TALCO
  - W TRILAKES
  - X COOKVILLE
  - Y NORTEX
  - Z S-STAR
- Y EQUIPMENT 1966 (RUM 3117)*

**NTY ROAD NUMBERS**

- Northeast SE•Southeast SW•Southwest
- 3 ARE GENERALLY EAST-WEST WITH NUMBERS
- 4 ARE GENERALLY NORTH-SOUTH WITH NUMBERS

COUNTY CLERK'S MEMO  
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2-23-95

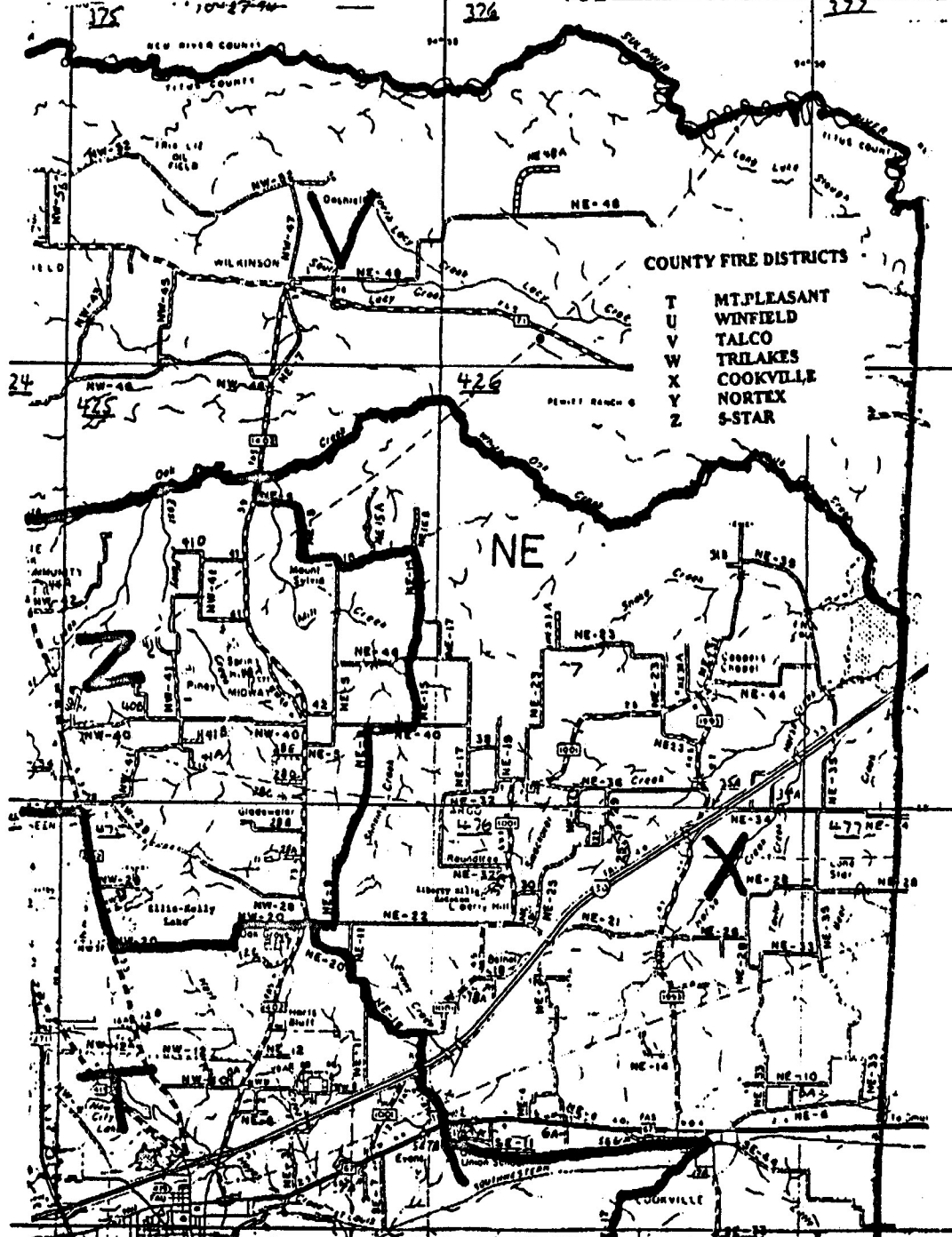
COUNTY FIRE DISTRICTS

- T MT.PLEASANT 1174 HEAVY EQUIPMENT
- U WINFIELD 15th OF BRIDGE (DNR) 75 1st
- W TALCO
- X TRILAKES
- Y COOKVILLE
- Z NORTEX
- S-STAR

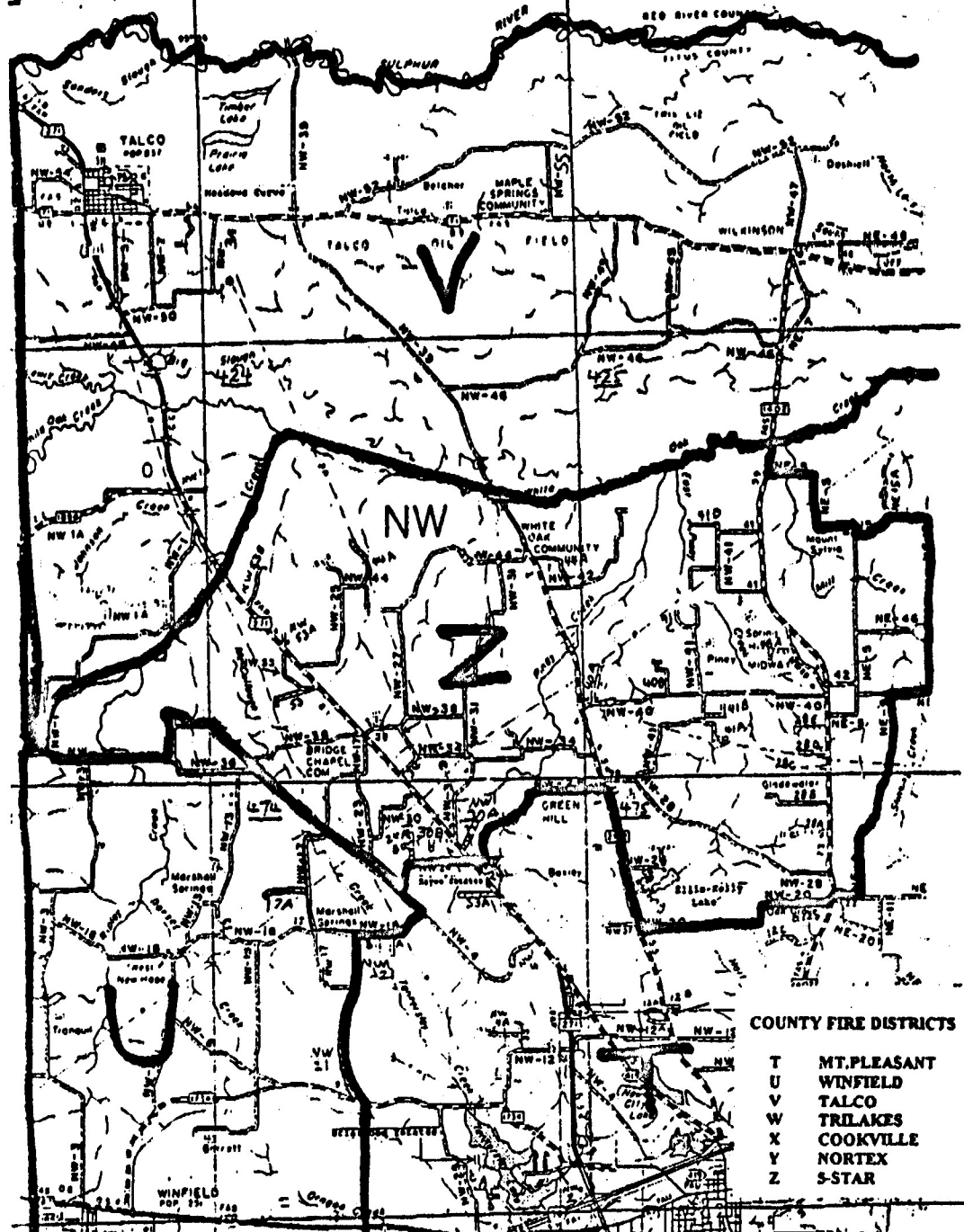
MBERS

NW=Northwest NE=Northeast SE=Southeast SW=Southwest

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INVITATION FOR BIDS

The Commissioners' Court of Titus County, Texas, will receive Bids for the FURNISHINGS for the Titus County Jail Expansion Project until 9:00 a.m. on Tuesday, September 26, 1995, at the Court Room in the Titus County Courthouse in Mt. Pleasant, Texas, at which time and place all Bids will be publicly opened and read aloud.

Proposed forms of Contract Documents, including Plan and Specifications, are on file at the Office of Titus County Judge Danny P. Crooks; at the Office of Gohmert Associates, Architects and Planners, 1000 South Williams Street, Mt. Pleasant, Texas; at F.W. Dodge/SCAN, Grand Prairie, Texas, and the F.W. Dodge Plan Rooms in Tyler and Longview, Texas.

Copies of the Documents may be obtained by FURNISHINGS Contractors by depositing \$ 50.00 with the Architect for each set of documents so obtained. Such deposit will be refunded to each Bidder who submits a Bid and returns the Plans and Specifications and other Documents in good condition within ten (10) days after the Bid opening. Contractors who do not submit a Bid, but return the Plans and Specifications in good condition within ten (10) days after the Bid Opening will receive one-half of their Deposit. Contractors are allowed two (2) sets by Deposit.

A Certified Check, payable to Titus County, Texas; U. S. Government Bonds; or a satisfactory Bid Bond, executed by the Bidder and acceptable Sureties, in an amount equal to five percent (5%) of the Bid shall be submitted with each Bid.

The successful Bidder will be required to furnish and pay for satisfactory Performance and Payment Bonds from the Surety that supplies the Bid Bond.

Attention is called to the provisions for Equal Employment Opportunity.

The Commissioners' Court of Titus County, Texas reserves the right to reject any or all Bids or to waive any informalities in the Bidding.

No Bid shall be withdrawn for a period of thirty (30) days subsequent to the opening of Bids without the consent of Titus County Commissioners' Court.

By Danny P. Crooks  
County Judge

Dated: September 11, 1995

COUNTY CLERK'S MEMO  
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ATTACHMENT "F"

Judge Crooks,  
Titus County Commissioners.

The Titus County Child  
Protective Services Board would  
like to submit a new  
members name for your  
approval to our Board.

Susan Scarborough  
2201 N. Edwards #103  
Mt. Pleasant, Tx 75455

Thank you,  
Rosalie Chambers  
Chairperson

**The above and foregoing minutes for the month of August 1995 were read and approved this 25th day of September 1995.**

*Danny P. Crooks*  
**DANNY P. CROOKS, 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**

VOL 20 PAGE 248

Sherry Mars

SHERRY MARS, COUNTY CLERK

COMMISSIONERS' COURT MINUTES FOR AUGUST, 1995 A.D.  
RECORDED ON THE 26th. DAY OF AUGUST, 1995 A.D.

SHERRY MARS, COUNTY CLERK,  
TITUS COUNTY, TEXAS

By Jerry Craver DEPUTY COUNTY CLERK

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