

**UPSHUR COUNTY COMMISSIONERS COURT****GILMER, TEXAS**

November 6, 1978

Commissioners Court met in Special Session with all members present.

Judge Dean read the minutes of October 30, 1978. J.W. Meadows made motion, seconded by Bernice Nobles to approve the minutes as read. Motion carried.

Motion made by Charles Still, seconded by Floyd Drennan to approve a permit application from G.R. Gilbert to place a culvert within the ROW of county road, Aspen Trail. Motion carried, (Copy attached)

Southwestern Bell Telephone Co. submitted a permit application to place a buried cable within the ROW of county road, into Shady Acres Addition. Motion to approve this permit was made by Bernice Nobles, seconded by J.W. Meadows. Motion carried. (Copy attached)

Floyd Drennan made motion, seconded by Charles Still to approve a Special Road Use Permit from Lasco, Inc. to use all roads for one year from date. Motion carried. (Copy attached)

Walter A. Nolan submitted a permit application to place a driveway culvert within the ROW of county road, Bob White Road. Motion to approve this permit was made by Bernice Nobles, seconded by J.W. Meadows. Motion carried. (Copy attached)

Floyd Drennan made motion, seconded by Charles Still to accept a permit application from W.B. Floyd to place a water line within the ROW of county road, Groundhog Road. Motion carried. (Copy attached)

Charles Still made motion, seconded by Floyd Drennan to approve an order from Judge Virgil Mullinax for the salary of Jack G. Scott. Motion carried. (Copy attached)

Motion made by Floyd Drennan, seconded by J.W. Meadows for the release of U.S. Treasury Notes-Series B-1978. Motion carried. (Copy attached)

Last Texas Council of Alcoholism and Drug Abuse request of budget for tax on drinks in Upshur Co. was discussed. J.W. Meadows made motion to table this discussion, seconded by Bernice Nobles. Motion carried.

J.W. Meadows made motion, seconded by Bernice Nobles to table a request from Wayne Wilson to attend a Civil Defense Seminar in Oklahoma. Motion carried.

Motion to continue the service policy for the communication system used by the Sheriff's Dept. was made by Floyd Drennan, seconded by Charles Still. Motion carried. (Copy attached)

Judge Dean read a letter signed by six elected county officials which stated their request for the same travel pay as Judge Dean. Also, in this letter was a request from Justice of the Peace, Gorman Coston and Howard Clifton for travel pay of a lesser amount than the above officials. After a discussion, motion was made by Bernice Nobles and seconded by J.W. Meadows to table this matter until a later date, with a statement from J.W. Meadows that this matter would be worked on. Motion carried.

Charles Still made motion, seconded by Floyd Drennan for Howard Clifton to attend a school for Justice of Peace in Longview, November 14-17.. Motion carried. (Copy attached)

Floyd Drennan made motion, seconded by Judge Dean for Mozelle Duncan and Bessie Faye Hill to attend a library meeting in Jacksonville, Texas November 9, 1978. Motion carried.

Motion to approve the unpaid bills was made by J.W. Meadows, seconded by Floyd Drennan. Motion carried.



**UPSHUR COUNTY COMMISSIONERS COURT**  
GILMER, TEXAS

Judge Dean made statement that the General Election Returns would be canvassed, Monday, November 13, 1978 at 9:00 A.M.

Charles Still made motion to adjourn, seconded by Bernice Nobles.  
Motion carried.

Ernest Dean

J. W. Meadows

Bernice Nobles

C. L. Still

Wayne Dorman



PERMIT APPLICATION FOR  
USE OF UPSHUR COUNTY RIGHT OF WAY

Date 10-26-78

TO: THE UPSHUR COUNTY COMMISSIONERS COURT  
COUNTY OF UPSHUR  
GILMER, TEXAS

Formal notice is hereby given that SOUTHWESTERN BELL TELEPHONE CO.  
whose principal address is 301 MAMON - LONGVIEW, TEXAS 75604  
does propose to place a BURIED CABLE  
within the ROW of County Road INTO SHADY ACRES ADDITION  
as follows:

PLACE BURIED CABLE ALONG ROAD INTO THE SHADY ACRES ADDITION BEING  
DEVELOPED BY JOE W. STRONG.

THIS ADDITION LOCATED APPROXIMATELY ONE (1) MILE WEST OF DIANA, TEXAS.

The location and description of the proposed lines or  
appertenances is more fully shown by three (3) copies of  
drawings attached to this application.

All work will be as directed by the County Commissioner or  
his designate in full accordance with Upshur County Road &  
Bridge Department policies and specifications.

Proposed construction will begin, if approved, on or after  
9th day of NOVEMBER, 1978.

FIRM: SOUTHWESTERN BELL TELEPHONE COMPANY

TITLE: R. M. Talley  
FAC. SUPV. - OSP ENGR.

ADDRESS: 301 MAMON  
LONGVIEW, TEXAS 75604

*Approved*  
*11-2-78*



SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS |  
COUNTY OF UPSHUR | KNOW ALL MEN BY THESE PRESENTS

The undersigned, Lasco, Inc.,  
hereinafter referred to as First Party, enters into and makes  
an agreement with Upshur County Commissioner of Precinct No.     ,  
Upshur County, Texas, and in order to get material to market  
it is necessary to use a portion of Upshur County roads located  
in Precinct No. All, over which Commissioner has jurisdiction  
and obligation to maintain in good repair and both parties  
being aware of possible damage to said roads as a result of  
hauling on and over same enter into the following agreement.

1.

First Party agrees to use only that section of  
(describe road) all roads for one year from date.  
\_\_\_\_\_  
\_\_\_\_\_

2.

First Party agrees to use its vehicles in such a  
manner as not to block or interfere with other traffic on said  
road so that said road will be open to travel by the public  
at all times.

3.

First Party agrees to grade, maintain and otherwise  
repair said road using its own equipment, labor and materials,  
if any needed, during the duration of time that First Party  
is removing timber from its lands located  
in Precinct No. All, Upshur County.

4.

First Party agrees to put said road back into the  
same condition as it was prior to the commencement of hauling  
operations on the part of First Party.



PERMIT APPLICATION FOR  
USE OF UPSHUR COUNTY RIGHT OF WAY

Date \_\_\_\_\_

TO: THE UPSHUR COUNTY COMMISSIONERS COURT  
COUNTY OF UPSHUR  
GITMER, TEXAS

Formal notice is hereby given that Walter A. Nolan  
whose principal address is Box 1 - Box 382  
does propose to place a Drainage Way Culvert  
within the ROW of County Road State Route 20  
as follows:

The location and description of the proposed lines or  
appertenances is more fully shown by three (3) copies of  
drawings attached to this application.

All work will be as directed by the County Commissioner or  
his designate in full accordance with Upshur County Road &  
Bridge Department policies and specifications.

Proposed construction will begin, if approved, on or after  
\_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

FIRM: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

*Walter A. Nolan*  
11-6-78

PERMIT APPLICATION FOR  
USE OF UPSHUR COUNTY RIGHT OF WAY

Date Nov. 6, 1978

TO: THE UPSHUR COUNTY COMMISSIONERS COURT  
COUNTY OF UPSHUR  
GILMER, TEXAS

Formal notice is hereby given that W. B. Floyd  
whose principal address is Rt. 2 Box 320, Gilmer, Texas 75644  
does propose to place a water line  
within the ROW of County Road Groundhog Road  
as follows:

The location and description of the proposed lines or  
appertenances is more fully shown by three (3) copies of  
drawings attached to this application.

All work will be as directed by the County Commissioner or  
his designate in full accordance with Upshur County Road &  
Bridge Department policies and specifications.

Proposed construction will begin, if approved, on or after  
\_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

FIRM: WBFloyd

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

*Approved  
11-6-78*

1978 NOV 11 10 31 AM

GILMER, TEXAS

1000

THE STATE OF TEXAS  
COUNTY OF UPSHUR

X IN THE 115TH JUDICIAL DISTRICT  
X COURT, UPSHUR, WOOD AND  
X MARION COUNTIES, TEXAS

O R D E R

WHEREAS, the 62nd Legislature of the State of Texas enacted into Law by the passage of H.B. 385 an Act relating to compensation, expenses and allowances of certain officers and employees, and said Statute became effective January 1, 1972; and

WHEREAS, said Statute provides that the Salary of the Official Shorthand Reporter for each District Court shall be fixed by the Judge of said Court:

IT IS THEREFORE ORDERED that as of January 1, 1979, the salary of Jack G. Scott, Official Court Reporter of the 115th Judicial District Court, composed of Upshur, Wood and Marion County, Texas, be and the same is hereby fixed at the sum of Seventeen Thousand, Four Hundred Dollars per annum, to be paid Seven Thousand, Eight Hundred and Thirty Dollars by Upshur County, Seven Thousand, Eight Hundred and Thirty Dollars by Wood County, and One Thousand, Seven Hundred and Forty Dollars by Marion County in monthly payments out of any fund of the County that the Commissioners Court is authorized to pay the same and shall direct the payment therefrom.

MADE AND ENTERED THIS 25 day of August, 1978, in Upshur County, Texas, Wood County, Texas, and Marion County, Texas, and the Clerk of the District Court in each County is directed to enter this order on the Civil Minutes of the 115th Judicial District Court of his County.

A copy of this Order has been filed with the Commissioners Court of Upshur County, Texas, Wood County, Texas, and of Marion County, Texas, as directed by law.

A CERTIFIED COPY  
ATTEST: LEO WILLIAMS  
District Clerk, Upshur County

*Leo Williams*  
District Clerk, Upshur County  
August 27, 1978  
Deputy

RECORDED

Page 9  
Civil Minutes Upshur Co., Texas

*Leo Williams*  
Judge, 115th Judicial District of Texas.

October 31, 1978

First National Bank in Dallas  
P. O. Box 6031  
Dallas, Texas 75222

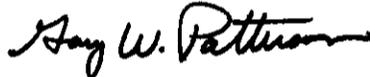
ATTENTION: Safekeeping Department

Gentlemen:

Below is release from Upshur County, Texas for \$62,000.00 in  
U.S. Treasury Notes - Series B-1978 under your Receipt No. 0231001  
due November 15, 1978.

Please credit our account when paid.

Yours very truly,



Gary W. Patterson  
Assistant Cashier

GWP:fj

RELEASE OF ABOVE FOR PAYMENT:

COUNTY OF UPSHUR

BY: Keith Barber  
Keith Barber, Auditor

NOV 13 1978

СРЕДКЪ ПЪРВИТЕ СОБИРА  
7'8' 11'11' 78'  
11'11' 78'

**Racal-Milgo** - the new name for **ICC**

Racal-Milgo Information Systems, Inc.  
8600 NW 41st Street Miami, Florida 33166 Telephone (305) 592-8600

October 23, 1978

Upshur County Sheriff Office  
Upshur County Courthouse  
Gilmer Tx. 75644

Dear Sir:

A part of Racal-Milgo Information Systems Inc's. (formerly International Communications Corporation) Agreement regarding the purchase of the ICC 40+MPL System was a representation by us that we would, if so requested, maintain the system on an annual basis for a period of five (5) years from the date of purchase. The charge for the maintenance coverage will either continue to be \$105.00 per month or \$1,260.00 per year, in advance, whichever you prefer.

As you are aware, the initial years maintenance was included in our Agreement with your planning council. It was understood that any maintenance coverage subsequent to the initial year would be at the option of the user and if desired contracted directly between us and the user.

Since we are approaching the expiration of the initial year, we are contacting you to determine whether you wish to extend the Maintenance Agreement for an additional year at the monthly charge described above, or not extend the Maintenance Agreement and have your system maintained on a time and materials basis.

If you wish to extend the Maintenance Agreement, you may do so by completing and signing both copies of the attached maintenance services renewal form and returning them to my attention. I will, in turn, have them signed in our behalf and return one (1) copy for your files.

If you do not wish to extend the Maintenance Agreement and want the system maintained on a time and materials basis, please so indicate by signing the attached copy of this letter and

**RACAL**

Racal-Milgo

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returning it to my attention.

Your immediate attention to this matter would be appreciated.

Sincerely,

RACAL-MILGO INFORMATION SYSTEMS, INC.

*Bobbi*

Bobbi Ramsey  
Project Administrator

-----  
I do not wish to continue the Maintenance Agreement, and  
I understand that I will be invoiced for any future  
Service Calls on a time and materials basis.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Dec 12 1963  
11:30 AM  
100

MAINTENANCE SERVICES

RENEWAL FORM

Racal-Milgo Information Systems Inc., and the Agency set forth below hereby agree to extend the maintenance coverage of the 40+MPL System for the period set forth below in consideration of the Agency paying a monthly maintenance charge of \$105.00, or \$1,260.00 per year. The maintenance coverage for this one year extension will be governed by the same terms and conditions of the initial years Maintenance Agreement.

A synopsis of the maintenance services to be provided follows:

1. On-call maintenance available on a basis of 24 hours/day, 7 days/week 365 (366) days/year;
2. A one hour telephone response to a trouble call;
3. A repairman on-site within six (6) hours after receipt of a trouble call;
4. Providing, at no additional charge, replacement parts for the equipment (excludes expendables such as: paper, tape, ribbons, light bulbs, etc.);
5. Keeping the equipment in good operating condition - 90% operational in any 30 day period, not to exceed 12 consecutive hours of down time. If a unit of equipment remains inoperative for a period of 12 consecutive hours or more after receipt of a trouble call, and provided that the malfunction was not caused by the fault or negligence of the user or a third party, R-M shall grant an hourly credit in the amount of 1/720th of the monthly maintenance charge for each hour after the initial 12 hour period until the unit of equipment is operative;
6. Performing at no additional charge, preventive maintenance at a mutually agreed upon time;
7. Completing a malfunction report for each maintenance call;
8. Establishing a mutually developed procedure for requesting maintenance;
9. Accomplishing, at no additional charge, any engineering changes required to enable a unit of equipment to meet its technical/operating specifications; and,
10. Cooperating, at no additional charge, with other vendors to isolate problems without regard to which vendor's equipment is at fault.

I, Lawrence Allan, for and in behalf of Upshur Co, Texas

do hereby contract with Racal-Milgo Information Systems, Inc. to perform the maintenance services in accordance with the above for a one year period commencing upon 12/1/78 and ending on 11/30/79.

R-M ACCEPTANCE:  
 BY: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

AGENCY: Upshur Co, Texas  
 BY: Lawrence Allan  
 TITLE: County Judge  
 DATE: Oct. 31, 1978

MAINTENANCE SERVICES

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RENEWAL FORM

Racal-Milgo Information Systems Inc., and the Agency set forth below hereby agree to extend the maintenance coverage of the 40+MPL System for the period set forth below in consideration of the Agency paying a monthly maintenance charge of \$105.00, or \$1,260.00 per year. The maintenance coverage for this one year extension will be governed by the same terms and conditions of the initial years Maintenance Agreement.

A synopsis of the maintenance services to be provided follows:

1. On-call maintenance available on a basis of 24 hours/day, 7 days/week 365 (366) days/year;
2. A one hour telephone response to a trouble call;
3. A repairman on-site within six (6) hours after receipt of a trouble call;
4. Providing, at no additional charge, replacement parts for the equipment (excludes expendables such as: paper, tape, ribbons, light bulbs, etc.);
5. Keeping the equipment in good operating condition - 90% operational in any 30 day period, not to exceed 12 consecutive hours of down time. If a unit of equipment remains inoperative for a period of 12 consecutive hours or more after receipt of a trouble call, and provided that the malfunction was not caused by the fault or negligence of the user or a third party, R-M shall grant an hourly credit in the amount of 1/720th of the monthly maintenance charge for each hour after the initial 12 hour period until the unit of equipment is operative;
6. Performing at no additional charge, preventive maintenance at a mutually agreed upon time;
7. Completing a malfunction report for each maintenance call;
8. Establishing a mutually developed procedure for requesting maintenance;
9. Accomplishing, at no additional charge, any engineering changes required to enable a unit of equipment to meet its technical/operating specifications; and,
10. Cooperating, at no additional charge, with other vendors to isolate problems without regard to which vendor's equipment is at fault.

I, Ernest Dean, for and in behalf of Upshur Co, Texas  
do hereby contract with Racal-Milgo Information Systems, Inc. to perform the  
maintenance services in accordance with the above for a one year period commencing  
upon 12/1/78 and ending on 11/30/79.

R-M ACCEPTANCE:

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

AGENCY: Upshur Co, Texas  
BY: Ernest Dean  
TITLE: County Judge  
DATE: Oct. 31, 1978

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Southwest Texas State University

Texas Justice of the Peace Training Center

San Marcos, Texas 78666

(512) 245-2349

September 12, 1978

Dear Judge: *Howard Clifton J.P. S*

We are pleased to announce that during the week of November 14-17 1978, the Justice Court Training Center will conduct an in-service twenty hour school in Longview. You are cordially invited to attend the school and participate in the prepared program and exchange ideas with other justices from your area of the State. The Longview School, Training Region 6, will be the third school of our 1978-1979 academic year.

At this school, we shall discuss Complaints, Examining Trials, Rules of Evidence, J.P./Game Warden Relations, Probable Cause and Inquests. Additionally, we will have a civil workshop, a general law review, participant lectures and demonstrations of truck weighing and radar usage. Thus, regardless as to the size of your court and the volume of cases which are filed in your court, the materials presented during the 1978-1979 academic year will be of interest to you.

Please review the enclosed information and return the enclosed pre-registration card to us no later than October 20, 1978.

Sincerely,



Ronald D. Champion  
Executive Director

RDC/bjm

Enclosures

*Request payment for travel + meals*