



**UPSHUR COUNTY COMMISSIONERS COURT**  
GILMER, TEXAS

December 21, 1979

Commissioners Court met in Special Session with all members present.

Judge Dean read the minutes of December 17, 1979. Motion made by J. W. Meadows and seconded by Floyd Drennan for the minutes to stand as read. Motion carried.

Ronnie Mitchell, of the Juvenile Probation Services submitted a resolution and Contract for the Court's approval. Motion was made by J. W. Meadows and seconded by Charles Still to approve resolution and contract, also to place copy of contract with Upshur and Wood Counties in the Court minutes. Motion carried. (Copy attached.)

Motion made by Charles Still and seconded by Floyd Drennan to approve permit application submitted by Jerry Don Poole to place culvert within ROW of Spruce Road. Motion carried. (Copy attached.)

Motion made by Charles Still and seconded by Floyd Drennan to approve permit application submitted by Aubrey Kirby to place culvert within ROW of Silver Maple Road. Motion carried. (Copy attached.)

Motion made by Floyd Drennan and seconded by Charles Still to approve permit application submitted by Russell Brooks to place culvert within ROW of Magnolia. Motion carried. (Copy attached.)

Motion made by Floyd Drennan and seconded by Charles Still to approve a Special Road Use Contract submitted by Western Gas Corporation to place buried pipeline within ROW of County Roads in Precinct No. 4. Motion carried. (Copy attached.)

Judge Dean opened the bids for the sale of used cars from the Sheriff's Department and road equipment from Precinct # 2. James Higginbotham submitted bid for \$1550.00 on 1969-2 door Ford truck and J. R. Johnson submitted a bid of \$1501.00 on 69 Ford dump truck. Motion made by J. W. Meadows and seconded by Floyd Drennan to accept bid of \$1550.00 from James Higginbotham. Motion carried. (Copy attached.)

Motion made by Charles Still and seconded by Floyd Drennan to table the bids on Sheriff car until later date. Motion carried.

Motion made by J. W. Meadows and seconded by Bernice Nobles to approve employee change of status on the following employees of the Sheriff's Department: Kenneth Nilsson, William D. Kimbell and Ronald Towery. Motion carried. (Copy attached.)

Motion made by Bernice Nobles and seconded by J. W. Meadows to approve the unpaid bills. Motion carried. (Copy attached.)

Motion made by Judge Dean and seconded by Charles Still to adjourn. Motion carried.

Floyd Drennan

J. W. Meadows

Bernice Nobles

Charles Still

Floyd Drennan

FILED  
J.B. HILL, JR.  
CLERK UPSHUR COUNTY

'79 DEC 21 AM 11:11

RESOLVED:

That on this, the 10th day of December 1979, the Commissioner's Court of Upshur County, Texas, hereby accepts and approved the attached Contract for Juvenile Probation Services, contingent upon the ratification of this contract by the Commissioners Court of Wood County, Texas, for the cooperative provision of juvenile probation services in the two counties.

Charles L. Still

Commissioner Precinct #3

Ernest H. Deane

County Judge

Alfred Dammery

Commissioner Precinct #4

Bernice McCall

Commissioner Precinct # 1

J. L. ...

Attest: County Clerk

J. W. ...

Commissioner Precinct #2



UPSHUR AND WOOD COUNTIES  
STATE OF TEXAS  
JUVENILE  
CONTRACT FOR JUVENILE PROBATION SERVICES

PREAMBLE

We the Commissioners Court of Upshur and Wood Counties, Texas in order to provide effective juvenile probation services as an alternative to institutionalization, and to provide protection to our communities by rehabilitation and adequate supervision of juvenile offenders, and to fully utilize available services from Federal, State, and local resources, do hereby contract, as provided in Texas Civil Statutes, Vernon's Annotated Civil Statutes, Article 4413 (32C) to organize such probation services, hereafter named Upshur-Wood Counties Juvenile Probation Department, to be administered by a board composed of the Judges of the Courts to be served, including the Judges of District Courts with jurisdiction in these Counties, and the County Judges of each county.

GENERAL PROVISIONS

This contract will become effective January 1, 1980, and will continue in effect under the above named Juvenile Probation Board. Administration will follow the policies to be established and published by the Juvenile Probation Board, hereinafter referred to as the Board, such publication being available by request from either members of the Board or the Chief Juvenile Probation Officer.

Minutes of the meetings of the Board will be available upon request from the annually elected secretary of the Board.

Audit of the Juvenile Probation Department will be made at least annually, by an auditor appointed by the Juvenile Probation Board.

A Chief Juvenile Probation Officer will be appointed by the Board and will be responsible to the Board for an effective and efficient administration of the Department.

Payment of expenditures will be approved and the checks signed by the Chief Juvenile Probation Officer and two(2) of the Board Members, to be reported in a financial report to the Board at its regular quarterly meeting. The respective county judge will then submit the financial report to his County Commissioners Court in their next regular meeting.

Personnel relationships for the probation staff will be assigned to Upshur County, the most populous County, including participation in that County's group insurance program; retirement plan; and personnel policies with regard to vacation credit, sick leave credit, military leave, etc. Specific deviations from the personnel relationships of Upshur County may be made by the Board and entered into the policy statement. Only by such approval shall the deviation be effective. (See "Policy Statement")

It shall be the responsibility of the Counties to provide adequate office space to house the juvenile probation department, and to budget necessary funding for the operation of this department. Each participating County shall pay a pro-rata share of the department's annual budget in direct relationship to that County's percentage of the total population of the contracting counties. The Chief Juvenile Probation Officer is to make diligent effort to secure outside funding sources to supplant county support when available and practical.

#### JUVENILE PROBATION SERVICES

The Juvenile Court of Upshur and Wood Counties will cause to be submitted to each County Commissioners Court of those Counties a copy of the succeeding years budget for the Juvenile Probation Department for county budgeting during the month of June each year. The budget will report the financial support required from each county.

The Juvenile Probation Department is authorized by the contract to seek out and to accept subject to approval of the Administrative Board, in accord with

legislative statute, state-aid, grants, or gifts of the State (including school districts, county available school funds, and municipal) or associations and foundations for the sole purpose of financing adequate programs and services. All grants, gifts and allocations of the character and purpose described in this section shall be handled and accounted for separately from other public funds of the county.

Payment of pro-rata support to the juvenile probation budget may be made either annually or on the first day of the month, in advance of planned expenditures from the budget, and to the Upshur-Wood County Juvenile Probation Department.

Funds received will be deposited by the fiscal officer in a special fund of the Wood County Treasury in the name of the Upshur-Wood Juvenile Probation Department, and shall be used solely for the budgeted purposes of the Juvenile Probation Department. Line items of the budget may be adjusted only by action of the Board.

The fiscal officer shall provide efficient and accurate accounting records to be audited by the appointed auditor for the department, and the fiscal officer will make financial reports to the Board.

#### POLICY STATEMENT

A policy statement will be prepared reflecting the provisions of this contract.

The policy statement will outline specific deviations from Upshur County personnel relationships, including payment of FICA taxes, withholding, unemployment insurance and workmen's compensation. No policy will be effective unless approved by the Board.

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AMENDMENTS TO THIS CONTRACT

This contract may be amended by adoption of the Board by majority vote in favor of the proposed amendment and subsequent adoption and entry into the minutes of the respective County Commissioners Court. Such minutes will be excerpted and attached to this contract and shall become a part of the contract.

RESOLVED:

That on this , the 20th day of December, 1979, the Commissioner's Court of Wood County, Texas, hereby accepts and approves the attached Contract for Juvenile Probation Services, contingent upon the ratification of this contract by the Commissioners Court of Upshur County, Texas, for the cooperative provision of juvenile probation services in the two counties.

Curtis C. Cook  
Commissioner Precinct #3

Wilton B. Woodard  
Commissioner Precinct #4

Martha R. Bridges  
Attest: County Clerk

W. T. Black, Jr.  
County Judge

Jim Fleming  
Commissioner Precinct #1

June Starnes  
Commissioner Precinct #2







FILED

J.B. HILL, JR.

PERMIT APPLICATION FOR CLERK UPSHUR COUNTY

USE OF UPSHUR COUNTY ROADS

\*79 DEC 21 PM 12:53

Date December 17, 1979

TO: THE UPSHUR COUNTY COMMISSIONERS COURT  
COUNTY OF UPSHUR  
GILMER, TEXAS 75644

Formal notice is hereby given that WESTERN GAS CORPORATION proposes to place a buried pipeline across and within the right-of-way of County Roads as shown on attached plat.

The location and description of the proposed pipeline and appurtenances is more fully shown by the attached drawing and plat. The line will be constructed and maintained on the county right-of-way as directed by the Commissioners Court in accordance with current Upshur County specifications.

All work on the county right-of-way shall be performed in accordance with the County Commissioner's instructions. All drainage ditches and surfaces shall be restored to their original form as near as possible. Adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners.

It is expressly understood that the Upshur County Commissioner's Court does not purport, hereby, to grant any right, claim, title, or easement in or upon this county road; it is further understood that in the future should for any reason Upshur County need to work, improve, relocate, widen, increase, add to, or in any manner change the structure of this right-of-way, this pipeline is affected, will be moved under the direction of the Upshur County Commissioner and shall be relocated at the complete expense of the owner.

Proposed operations will begin on or after the 24th day of Dec., 1979.

Firm Western Gas Corporation

By Tim Maggard  
Tim Maggard

Title Engineer

Address P. O. Box 392

Longview, Texas 75601

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS           X  
COUNTY OF UPSHUR           X

The undersigned, Western Gas Corporation, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 4, Upshur County, Texas, and in order to get material to market, it is necessary to construct a pipeline across and within a portion of Upshur County roads located in Precinct No. 4, 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 pipeline construction on and over same, enter into the following agreement.

1.

First Party agrees to use only those sections of roads as shown on Exhibit "A" attached.

2.

First Party agrees to construct its pipeline 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 conducting pipeline construction operations on its lands located in Precinct No. 4, Upshur County.

4.

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

5.

Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V. A. C. S., but the rights and authority granted the Commissioner by the terms of Article 6716, V. A. C. S. are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

WITNESS our hands this the \_\_\_\_\_ day of \_\_\_\_\_, 1979.

WESTERN GAS CORPORATION

By Peggy Hughes  
First Party Landman

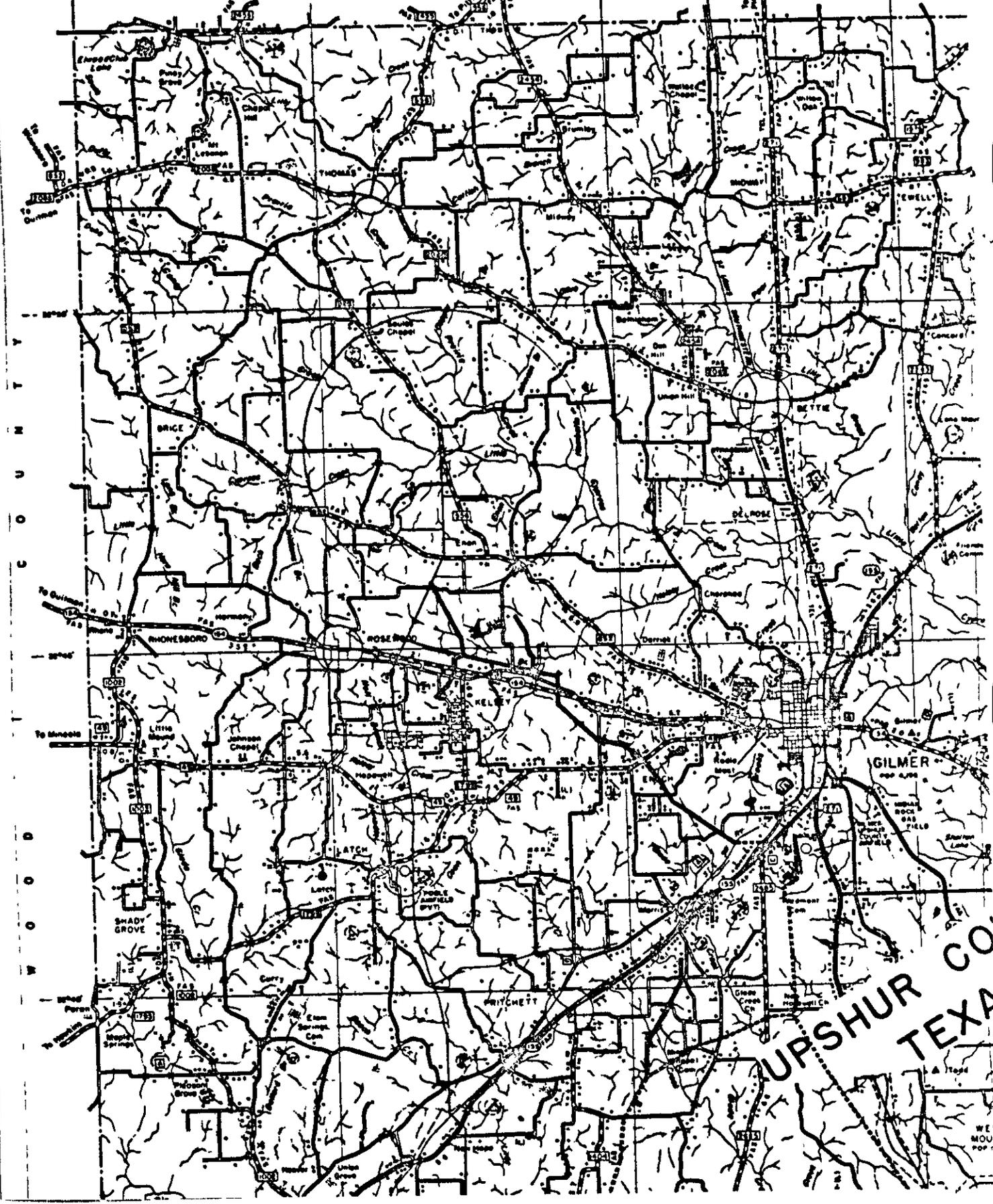
\_\_\_\_\_  
COUNTY JUDGE

\_\_\_\_\_  
COMMISSIONER #1

\_\_\_\_\_  
COMMISSIONER #2

\_\_\_\_\_  
COMMISSIONER #3

\_\_\_\_\_  
COMMISSIONER #4



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UPSHUR CO  
TEXA

230015

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Customer's Order No. \_\_\_\_\_ DATE 12-13 1979

SOLD TO James Huggins

ADDRESS Rt 2 Box 13A

SALESMAN Quingenfeld 75638

CASH	CHARGE	C O D.	PAID OUT	RETD MDSE.	RECD ON ACCT.
	Phone -		645-3493		

QUAN	DESCRIPTION	PRICE	AMOUNT
	Bid on 1969-7 Ford Ford Truck & Bed		1550.00
			1550.00

FILED  
 J.B. HILL, JR.  
 CLERK UPSHUR COUNTY  
 '78 DEC 21 AM 11:22

ALL Claims and Returned Goods MUST Be Accompanied By This Bill

SIGNATURE \_\_\_\_\_

# WALRAVEN

BROTHERS, INCORPORATED  
2023 LUCAS DRIVE • DALLAS TEXAS 75218 • 214 522 7280

I Bid 1501.00 on  
the 69 Ford Dump

J R. Johnson  
3008 East St.  
Pasadena Tex  
77503

FILED  
 J.B. HILL, JR.  
 CLERK UPSHUR COUNTY  
 '79 DEC 21 AM 11:22  
 475-7507

VOL. 19 PG 908 EMPLOYEE CHANGE OF STATUS REPORT

Please enter the following change(s) as of December 1979

Name Kenneth Nilsson Clock or Payroll No \_\_\_\_\_  
 Soc Sec. Number 264-57-2231

FROM

Job	Dept	Shift	Rate

TO

Job	Dept	Shift	Rate
Jailer - Dispatcher	CSF		846.00

REASON FOR CHANGE

- Hired
- Re-hired
- Promotion
- Demotion
- Transfer
- Merit Increase
- Length of Service Increase
- Re-evaluation of Existing Job
- Resignation
- Retirement
- Layoff
- Discharge

Leave of Absence to \_\_\_\_\_ Date

Other reason or explanation \_\_\_\_\_

AUTHORIZED BY *Deane Johnson* APPROVED BY \_\_\_\_\_

Prepare in triplicate. (1) Personnel (2) Payroll (3) Employee's Department

FILED  
 J.B. HILL, JR.  
 CLERK DEPUTY  
 COUNTY  
 1979-DEC 21 AM 11:23

Please enter the following change(s) as of December 1979

Name William D. Kimbell Clock or Payroll No. \_\_\_\_\_  
 Soc. Sec. Number 451-42-8822

**FROM**

Job	Dept	Shift	Rate
Jailer - Dispatcher	CSF		888.30

**TO**

Job	Dept	Shift	Rate
Chief Jailer - Dispatcher	CSF		937.65

**REASON FOR CHANGE:**

- Hired
- Re-hired
- Promotion
- Demotion
- Transfer
- Merit Increase
- Length of Service Increase
- Re-evaluation of Existing Job
- Resignation
- Retirement
- Layoff
- Discharge

Leave of Absence to \_\_\_\_\_ Date \_\_\_\_\_

Other reason or explanation: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

AUTHORIZED BY *Deyle Johnson* APPROVED BY \_\_\_\_\_

Prepare in triplicate (1) Personnel (2) Payroll (3) Employee's Department

FILED  
 J.B. HILL, JR.  
 CLERK OF SUPERIOR COUNTY  
 DEC 21 AM 11:23

VOL. 19 PG 910 EMPLOYEE CHANGE OF STATUS REPORT

Please enter the following change(s) as of December 1979

Name Ronald Towery Clock or Payroll No. \_\_\_\_\_  
 Soc Sec. Number 453-62-7996

FROM

Job	Dept	Shift	Rate
Chief Jailer - Dispatcher	CCSF		991.23

TO

Job	Dept.	Shift	Rate
Deputy Sheriff	CSF		1,064.37

REASON FOR CHANGE:

- Hired
- Re-hired
- Promotion
- Demotion
- Transfer
- Merit Increase
- Length of Service Increase
- Re-evaluation of existing Job
- Resignation
- Retirement
- Layoff
- Discharge

Leave of Absence to \_\_\_\_\_ Date \_\_\_\_\_

Other reason or explanation. \_\_\_\_\_

FILED  
 J. B. HILL, JR.  
 CLERK  
 DEPUTY SHERIFF  
 COUNTY  
 DEC 21 AM 11:23 '79

AUTHORIZED BY *Ronald Towery* APPROVED BY \_\_\_\_\_

Prepare in triplicate (1) Personnel (2) Payroll (3) Employee's Department

### DEPUTATION

THE STATE OF TEXAS, )  
 COUNTY OF Upshur ) I, Doyle Johnson  
 Sheriff of the County of Upshur and State of Texas, having  
 full confidence in Ronald R. Towery of said County and State, do hereby, with the  
 consent of the Commissioners Court of Upshur County, Texas, nominate and  
 appoint him, the said Ronald R. Towery my true and lawful deputy in  
 my name, place and stead, to do and perform any and all acts and things pertaining to the office of said  
 Deputy Sheriff of said County and State, hereby ratifying  
 and confirming any and all such acts and things lawfully done in the premises by virtue hereof

WITNESS My hand, this 17th day of December 19 79.  
 Sheriff of Upshur County, Texas  
*Doyle Johnson*

THE STATE OF TEXAS, )  
 COUNTY OF upshur ) BEFORE ME, KAREN GLENN  
 Notary Public in and for upshur County, Texas,  
 on this day personally appeared DOYLE JOHNSON

known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledge to me that he executed the same for the purposes and consideration therein expressed

GIVEN Under my hand and seal of office at Gilmer, Texas  
 17 day of December 19 79  
 Karen Glenn

OATH OF OFFICE.  
 I, Ronald R. Towery, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Deputy Sheriff of the County of Upshur, State of Texas, and will do to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward to secure my appointment or the confirmation thereof. So help me God.

Name Ronald R. Towery  
 Res Address Rt 2 Box 328 Gilmer  
 Res Phone 797-2046

SWORN TO AND SUBSCRIBED BEFORE ME,  
 This 17 day of Dec., A. D. 19 79

*Karen Glenn*  
 Notary Public, Upshur County, Texas

GENERAL FUND

<u>Claim No.</u>	<u>Name</u>	<u>Classification</u>	<u>Amount</u>
282	SFA	Services & Charges	40.00
283	Revenue Sharing	Transfers	5,000.00
284	Salary Fund	Salaries	49,684.15
285	James Beasley	Services & Charges	570.00
286	Irene Fikes	Services & Charges	5.00
287	Jerry Moore	Services & Charges	5.00
288	Jim Simpson	Services & Charges	5.00
289	Gary Nugent	Services & Charges	15.00
290	Swepco	Services & Charges	23.59
291	Lowell C. Holt	Services & Charges	125.00
292	Howard Clifton	Services & Charges	179.82
293	Stegall Laundry	Supplies	40.85

ROAD & BRIDGE #1

51	Salary Fund	Salaries	6,749.18
52	Yocom Gulf	Gas & Oil	10.00

ROAD & BRIDGE #2

67	Salary Fund	Salaries	6,611.56
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ROAD & BRIDGE #3

55	Salary Fund	Salaries	8,181.69
56	Max Teffteller	Maintenance	50.00

ROAD & BRIDGE #4

72	Salary Fund	Salaries	7,883.92
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REVENUE SHARING

29	First National Bank	C.D. Purchase	10,000.00
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