



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

February 11, 1980

Commissioners Court met in Regular Session with Commissioners Charles Still, J.W. Meadows, Floyd Drennan and Bernice Nobles present. Commissioner Charles Still presided over the meeting as Vice-Chairman in the absence of Judge Dean.

Commissioner Charles Still read the minutes of February 4, 1980. Motion was made by J.W. Meadows, seconded by Floyd Drennan for the minutes to be approved after a correction on the letter concerning an old abandoned well. The request was granted by the county to give permission to Commissioner Charles Still to fill the well. Motion carried.

Mr. J.C. Smith met with the court on behalf of the Upshur County Historical Committee, to request \$500.00 in financial aid for projects of this committee. The court is to take this matter under advisement.

Rick Kuehler and Tony Williams from the City of Gladewater presented the court with a contract for the exchange of fire protection and the use of county equipment between the city of Gladewater and Upshur County. Charles Still made motion, seconded by J.W. Meadows to approve this contract. Motion carried. (Both contracts were returned to Gladewater for signature of city officials)

Bernice Nobles made motion, seconded by J.W. Meadows to approve a permit application submitted by R.E. Corbitt to place a water line within the ROW of county road, Bob White Road. Motion carried. (Copy attached)

E.J. Hubacek submitted a permit application to place a driveway culvert within the ROW of county road, Aspen Trail. Motion was made by Charles Still, seconded by Floyd Drennan to approve this permit. Motion carried. (Copy attached)

Charles Still made motion, seconded by Floyd Drennan to approve a Special Road Use Agreement Contract submitted by Coleman Trucking Co. for the use of the roads in Pct. #3. Motion carried. (Copy attached)

Charles Still made motion, seconded by J.W. Meadows to approve the Amendment to the Child Welfare Contract. Motion carried. (Copy attached)

Charles Still made motion, seconded by J.W. Meadows to appoint Linzy Bowie to serve on the Board of Directors of Jobs Training Services, Inc. Motion carried.

Judge Dean read a letter to the court from the Upshur County Health Dept. concerning the inspection of a well on the Clester Gage place in Pritchett which is a hazzard. Charles Still asked the court's permission to fill this well. Motion was made by Charles Still, seconded by J.W. Meadows to grant permission to fill the well. Motion carried. (Copy attached)

J.W. Meadows made motion, seconded by Bernice Nobles to approve the change in status of Denise Berry with the Tax Office. Motion carried. (Copy attached)

County Auditor, Keith Barber presented the January Financial Report to the court.

J.W. Meadows made motion, seconded by Floyd Drennan to approve the unpaid bills. Motion carried. (Copy attached)

Floyd Drennan made motion, seconded by J.W. Meadows to adjourn. Motion carried.

[Signature of J.W. Meadows]

[Signature of Charles Still]

[Signature of Bernice Nobles]

[Signature of Floyd Drennan]

[Signature of Charles Still]

FILED
J.B. HILL, JR.
CLERK UPSHUR COUNTY
1980 FEB 18 AM 8:55

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

Date February 8, 1980

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

Formal notice is hereby given that Corbitt, R. E.
whose principal address is 702 Diane Drive, Longview, Texas 75603
does propose to place a water line
within the ROW of County Road Bob White Road
as follows:

The location and description of the proposed lines or
appurtenances 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: R. E. Corbitt

TITLE: _____

ADDRESS: _____

Approved
2-11-80

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

Date January 23, 1980

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

Formal notice is hereby given that E J Hubacek (636-4143)
whose principal address is P.O. Box 451 Big Sandy, Tx
does propose to place a Driveway culvert
within the ROW of County Road Old Big Sandy Hwy (Aspen Tr)
as follows:

The location and description of the proposed lines or
improvements 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: _____

approved
2-11-80

Precinct A 3

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, Coleman Trucking Co., hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 3, 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. 3, 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) Balsam and Aspen Trail

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 gravel from its lands located in Precinct No. 3, 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.

5.

First Party agrees to post surety bond in the amount of _____ to Upshur County Commissioners Court to insure performance of agreement.*

First Party agrees to furnish proof of liability insurance with _____ to the Commissioners Court of Upshur County.*
(Name of insurance company)

6.

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 11th day of Feb:
A.D. 19 80.

Mike Coleman
FIRST PARTY Coleman Trucking Co.
Rt. 1
Beckville, Texas 75631

Ernest Dean
COUNTY JUDGE

Bernie Nobles
COMMISSIONER #1

Jew Meadows
COMMISSIONER #2

Charles L. Mill
COMMISSIONER #3

Stanley Wrennan
COMMISSIONER #4

* Strike if not applicable

COUNTY OF TRAVIS

AMENDMENT
To The
CHILD WELFARE CONTRACT
IN UPSHUR COUNTY, TEXAS

Whereas the Texas Department of Human Resources, formerly named the State Department of Public Welfare, and hereinafter referred to as the Department, and the above referenced County previously entered into a Child Welfare Contract effective September 9, 1974, for the creation of a Child Welfare Board and for a jointly financed Aid to Families with Dependent Children Foster Care program; and

Whereas, Section 41.022 Human Resources Code authorized the Department to enter into contracts with counties for the extension of the foster care program to certain children ineligible for AFDC foster care; and

Whereas, the parties desire to so extend foster care services, the parties mutually agree to amend the Child Welfare Contract as set forth below:

I.

The Department agrees to reimburse the County for the cost of protective foster care that is provided by the County to any child:

- 1) For whom the Department after January 1, 1980 has a) initiated a suit under Section 15.02 of the Texas Family Code, and b) has made the initial placement of such child into licensed 24 hour child care.
- 2) For whom the Department has been named managing conservator by a court order in that suit, and
- 3) Who is ineligible for foster care under the Aid to Families with Dependent Children program;
- 4) Who meets the Department's financial requirements for eligibility;

PROVIDED, however, that the Department will not reimburse the County for the cost of protective foster care for a child for whom the Department has been named managing conservator by a court order issued solely under TEX. FAMILY CODE Section 15.02 (1) (J), as amended.

II.

The Department agrees to provide Medicaid coverage within the amount and scope of the Medicaid program, as defined by the Department, for any child eligible for protective foster care under Article I of this amendment and who is eligible for Medicaid benefits.

III.

The Department agrees that reimbursements to the County for protecting foster care provided to children eligible under Article I to this amendment cannot be less than payments made for similar care for a child who is eligible for the Aid to Families with Dependent Children Foster Care program. The County agrees that expenditures

made by the County for foster care for children who are not eligible under Article I to this amendment and for medical care payments made by the County for children who are ineligible for Medicaid cannot be less than expenditures made for similar care for a child who is eligible for the Aid to Families with Dependent Children Foster Care program and the Medicaid Program.

IV.

The County agrees that payments provided by this amendment do not abrogate the responsibility of the County to provide child welfare services, which include protective foster care payments for children who prior to January 1, 1980, were ineligible for AFDC foster care. The County further agrees to pay for medical care for children who are ineligible for the Medicaid program, and for medical services not covered by the Medicaid program. After the effective date of this amendment the County agrees to maintain its 1979 fiscal year expenditures for child welfare services. However, the County's annual obligation for expenditures for child welfare services after the effective date of this amendment may be reduced in an amount equal to the annual amount expended by the Department under Articles I and II to this amendment.

V.

The performance of the provisions of the Child Welfare Contract added by this amendment is subject to the availability of appropriated funds. If such funds become unavailable, this portion of the contract added by this amendment shall be suspended and/or terminated, however, the remainder of the contract shall remain in full force and effect.

VI.

The parties agree that all terms and conditions of the Child Welfare Contract not in conflict with this amendment shall remain in full force and effect.

In their capacities as stated, the parties bind themselves and affix their signatures effective this the 11 day of Feb, 1980.

TEXAS DEPARTMENT OF HUMAN RESOURCES

By _____
Commissioner

By [Signature]
County Judge

[Signature]
Commissioner, Precinct No. 1

[Signature]
Commissioner, Precinct No. 2

[Signature]
Commissioner, Precinct No. 3

[Signature]
Commissioner, Precinct No. 4

Upshur County Health Dept.

BOX 639

GILMER, TEXAS 75644

February 6, 1960

Honorable Everett Dean
Commissioner's Court
Courthouse
Gilmer, Texas 75644

RE: ABANDONED WELL

TO WHOM IT MAY CONCERN:

An inspection of the well on the Clester Gage place in Prichett. Such a well in its present state is a hazard and should be covered to abate such a hazard.

Sincerely,


Johnny W. Miller
Sanitation Inspector
Upshur County Health Department

JM:cs

Please enter the following change(s) as of February 29, 1980

Name Denise Berry Clock or Payroll No _____
 Soc. Sec. Number 526-94-7464

FROM

Job	Dept.	Shift	Rate
Deputy Tax - Auto Clerk 1-A	CTA		516.00

TO

Job	Dept.	Shift	Rate
Deputy Tax - Auto Clerk 1-B	CTA		521.16

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 *W.C. Bill Jones* APPROVED BY _____

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

FUNDS

<u>Claim No.</u>	<u>Pay To</u>	<u>Classification</u>	<u>Amount</u>
424	Quill Corporation	Supplies	143.98
425	The Gilmer Mirror	Supplies	130.80
426	Walraven Brothers, Inc.	Supplies	777.31
427	Loyd Ambulance Service	Services & Charges	70.00
428	R.C. Wood, Co.	Supplies	87.21
429	Elliott Office Equip.	Supplies 45.00 Cap. Outlay 144.00	189.00
430	Hartgraphics	Supplies	132.43
431	General Telephone	Services & Charges	553.59
432	Helms Printing Co.	Services & Charges	596.00
433	County Judge & Comm. Assoc. of Tex.	Services & Charges	100.00
434	Standard Office Equip. Co.	Supplies	42.24
435	Pitney - Bowes	Supplies	105.00
436	David Dorsett	Services & Charges	35.00
437	Lowell C. Holt	Services & Charges	575.00
438	Harry Heard	Services & Charges	100.00
439	Kitty Hawk Airways, Inc.	Services & Charges	225.00
440	Jack G. Scott	Services & Charges	316.00
441	Salary Fund	Salaries	397.99
442	Legal Directories Pub. Co., Inc.	Supplies	38.94
443	Dallas County	Services & Charges	75.00
444	M&T Office Machines	Capitl Outlay	532.00
445	Natl. Information Data Ct.	Supplies	19.95
446	Upshur Rural Electric	Services & Charges	11.59
447	City of Gilmer	Services & Charges	94.55
448	Swepeco	Services & Charges	60.41
449	Arkla Gas Co.	Services & Charges	640.91
450	Wilson Distributing Co.	Supplies	75.00
451	Construction Supply Co., Inc	Supplies	33.00
452	Norton Concrete Co.	Capital Outlay	67.50
453	L&S Hardware	Supplies	22.57
454	American Petrofina Co./Tx.	Supplies	158.79
455	Gulf Oil Corporation	Supplies	328.14
456	Atlantic Richfield Co.	Supplies	34.53
457	Diamond Shamrock	Supplies	8.02
458	Mobil Oil Credit Corp.	Supplies	105.15
459	Exxon Co. U.S.A.	Supplies	138.00
460	Donovan Uniform Co., Inc.	Supplies	217.00
461	Stegall Laundry	Supplies	95.35
462	The Med-Shop	Supplies	1.59
463	Industrial Uniform & Towel Service	Supplies	20.00
464	Shafer Rexall Pharmacy	Supplies	76.53
465	Hogg's Pharmacy	Supplies	33.78
466	The Presley Company	Supplies	909.26
467	Payless	Supplies	85.85
468	Ragland-Fenlaw-Ford Clinic	Services & Charges	93.50
469	Dr. Jan Van Jenkins	Services & Charges	40.00
470	Hank's Frame & Wheel Serv.	Services & Charges	13.50
471	Comm. Communications Co.	Services & Charges	142.63

Funds cont.

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<u>Claim No.</u>	<u>Pay To</u>	<u>Classification</u>	<u>Amount</u>
472	Whiteside Garage	Services & Charges	9.00
473	W.W. Grainger, Inc.	Capital Outlay	395.62
474	MUW Probation Sys.	Services & Charges	806.25
475	MUW County Prob. System	Services & Charges	1,183.97
476	University Micro- films Int.	Supplies	10.10
477	Brodart Inc.	Supplies	11.54
478	Upshur Co. Chamber of Commerce	Services & Charges	1,250.00
479	Upshur-Gregg, SWCD	Services & Charges	1,000.00
480	Homer Monk	Services & Charges	5.00

FUNDS

R&B #1

Claim No.	Pay To	Classification	Amount
75	Gulf Oil Corporation	Gas & Oil	377.15
76	Bill Blalock	Gas & Oil	19.99
77	Cliff Blalock	Gas & Oil	12.00
78	Long Motor Co., Inc.	Repair Parts	60.13
79	Upshur Rural Electric	Utilities	8.63
80	Delmo Lawson	Other Supplies	.40
81	Smith Oil Company	Repair Parts	97.60
82	Winn's Quality Builders Supply	Other Supplies	15.58
83	George P. Bane, Inc.	Repair Parts 136.10	243.10
		Maintenance 107.00	
84	J.B. Hill	Repair Parts 69.00	1,480.95
		Maintenance 1411.95	
		Maintenance	10.00
85	Heber's Radiator Service	Tires & Tubes	59.55
86	Goodyear Service Store	Culverts	491.04
87	Texas Steel Culvert Co., Inc.	Gravel	225.00
88	Mrs. Willie Lee Williams	Miscellaneous	7.00
89	J.B. Hill, Jr.	Contracted Service	35.00
90	Loyds Ambulance Service	Contract Services	3,409.00
91	Lee Ray Contractor		

R&B #2

95	Gilmer National Bank	Interest	300.00
96	Hill & Welding Supply Co.	Other Supplies	17.30
97	Gilmer Auto Supply, Inc.	Other Supplies	15.20
98	Ace Hardware Builders Supply Co.	Other Supplies	5.30
99	Tudor Mercantile Co., Inc.	Other Supplies	3.28
100	George P. Bane, Inc.	Repair Parts 264.88	282.38
		Maintenance 17.50	
		Contracted Service	35.00
101	Loyd's Ambulance Service	Utilities	6.61
102	Upshur Rural Electric	Utilities	17.28
103	Etex Telephone Coop.	Gas & Oil	1,098.02
104	Gulf Oil Corporation	Culverts	740.52
105	Texas Steel Culvert Co., Inc.	Tires & Tubes	176.18
106	Goodyear Service Stores	Repair Parts	94.59
107	Economy Auto Supply	Repair Parts	57.90
108	Long Motor Co., Inc.	Repair Parts	27.50
109	Yazell Chevrolet - Olds, Inc.	Repair Parts	35.90
110	Puckett's Lawn Mower		

R&B #3

76	Economy Auto Supply	Repair Parts	348.49
77	George P. Bane, Inc.	Repair Parts	954.24
78	Tyler Diesel Injection Service	Repair Parts 288.65	368.65
		Maintenance 80.00	
79	Gulf Oil Corporation	Gas & Oil	1,157.45
80	Goodyear Service Store	Tires	182.06
81	Construction Supply Co., Inc.	Other Supplies	6.18
82	Loyd's Ambulance Service	Contracted Service	35.00
83	Upshur Rural Electric	Utilities	14.25

R&B #4

102	Gilmer National Bank	Interest	900.00
103	Long Motor Co., Inc.	Repair Parts	237.21
104	Yazell Chevrolet - Olds, Inc.	Repair Parts	.75

<u>Claim No.</u>	<u>Pay To</u>	<u>Classification</u>	<u>Amount</u>
105	Economy Auto Supply	Repair Parts	148.28
106- 1030	Allen Machinery Co., Inc.	Repair Parts	87.29
107	Puckett's Lawn Mower	Repair Parts	10.00
108	ABC Auto Parts No. 4	Repair Parts 77.64 Maintenance 15.00	92.64
109	Western Auto Assoc. Store	Other Supplies	2.59
110	Loyds Ambulance Service	Contracted Service	35.00
111	Upshur Rural Electric	Utilities	17.16
<u>Revenue Sharing</u>			
48	Allen Machinery Co., Inc.	Pct. 4 Capital Outlay	655.00
49	Upshur - Rural Electric	Pct. 4 Services & Charges	4,091.98
<u>Salary</u>			
22	Blue Cross - Blue Shield	Insurance	4,370.46
23	Family Cancer Plan	Insurance	250.70
24	State Reserve Life Ins. Co.	Insurance	25.37
25	Transport Life Ins. Co.	Insurance	222.00
26	TCDRS	Retirement	7,066.46
<u>Law Library</u>			
7	Bancroft - Whitney Co.	Supplies	126.90
8	West Publishing Co.	Supplies	95.00
<u>MUW Probation</u>			
5	MUW Co. Probation System	Adult Allocation	10,203.74

STATE OF TEXAS:

COUNTY OF GREGG:

MUTUAL AID AGREEMENT

THIS AGREEMENT MADE AND ENTERED INTO ON THIS THE 11 DAY OF February 1980, by and between the City of Gladewater, a Home Rule Municipal Corporation of the State of Texas (herein called "City"), and the County of Upshur, a political subdivision of the State of Texas (herein called "County"), each acting herein by and through its duly authorized officials:

W I T N E S S E T H :

WHEREAS, the City has for years provided ambulance and fire fighting service in the unincorporated area of Upshur County which is adjacent to the City of Gladewater; and

WHEREAS, the City needs a legal contract authorizing the City of Gladewater to provide these said services outside of the corporate limits of the City of Gladewater and within Upshur County, to protect the City and the firemen who provide these services from liability suits; and

WHEREAS, the City is the owner of certain trucks, ambulances, 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 other emergencies, and has in its employ persons trained in the use of such equipment, the same being and composing the Fire Department of the City; and

WHEREAS, Article 235a-1, Vernon's Annotated Civil Statutes of Texas, provides in part that the Commissioners Court of any county in the State of Texas shall have the authority to enter into contracts with any city, town or village within such county and/or adjacent counties upon such terms and conditions as shall be agreed upon between the Commissioners Court and the governing body of any such city, town or village, for the use of the fire trucks and other fire protection and fire fighting equipment to the citizens of any such county residing outside the corporate limits of any incorporated city, town or village within such county; and

WHEREAS, the County is desirous of obtaining such service for the citizens of the County residing outside of the corporate limits of the incorporated cities, towns and villages thereof, and the City is willing to provide such service as hereinafter set forth and provided; and

WHEREAS, the City and County are both desirous of an equipment exchange in which the County will assist the City in various projects in the City in return for the ambulance and fire fighting services rendered by the City to the County;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISES AND OF MUTUAL BENEFIT to be derived by each of the parties hereto, said PARTIES AGREE AND COVENANT upon the terms and conditions as follows:

SECTION 1: CITY CONTRIBUTION. The City will provide fire and ambulance equipment and services to points in the County which are outside the City limits of any incorporated town or city on calls made to the City's Central Fire Station, as per attached map.

SECTION 2: COUNTY CONTRIBUTION. The County will provide the City upon request and when reasonably available, equipment and trained personnel to assist the City.

SECTION 3: PAYMENTS. In consideration of said services herein above provided to be performed by the City and the County, payments shall be considered a fair exchange of said services rendered between the City and the County on a mutual aid basis.

SECTION 4: PERSONNEL AS AGENTS OF THE COUNTY. As provided in Article 235a-1, the acts of any person or persons while fighting fires or providing ambulance service, traveling to or from providing said services, or in any manner furnishing fire protection or ambulance service to the citizens of the County outside the corporate limits of the City shall be considered as the acts of agents of the County in all respects, notwithstanding such person or persons may be regular employees of firemen of the City.

SECTION 5: LIMITATIONS.

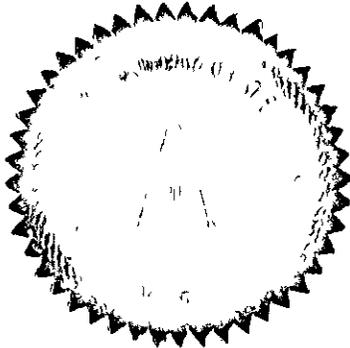
A. Nothing contained herein shall be construed as obligating the County to be responsible for calls by the City to locations within other incorporated cities, towns or villages in the County.

B. The City reserves the right to refuse to answer any fire call pursuant to this agreement in the event that the Fire Chief of the City shall determine that the health, safety and welfare of the citizens of the City would be endangered by the dispatching of men and equipment outside its corporate limits.

C. The Fire Chief of the City or his designate shall be the sole judge of the type and amount of equipment dispatched to fire calls pursuant to this

agreement, and said Fire Chief or his designate shall be in charge of the fire-fighting techniques used in response to any of said calls.

SECTION 7: TERMINATION. This contract may be terminated by either party hereto by the giving of sixty days written notice of cancellation.



CITY OF GLADEWATER:

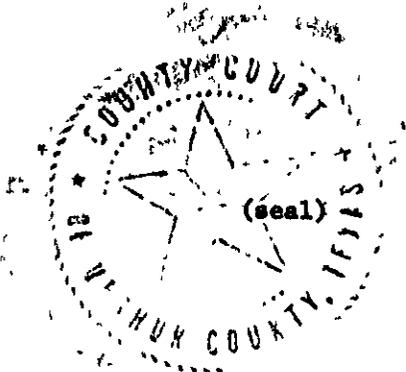
James M. Walker

Mayor James Walker

ATTEST:

Rick Kuehler

City Secretary Rick Kuehler



COUNTY OF UPSHUR:

Everett Dean

County Judge Everett Dean

ATTEST:

J. B. Hill, Jr.

County Clerk J. B. Hill

J.B. Hill, Jr.
CLERK UPSHUR COUNTY
1990 FEB 18 AM 10:21