



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

February 2, 1981

Commissioners Court met in a Special Session with all members present.

Judge Dean read the minutes of the January 19, 1981 meeting. Motion was made by J. W. Meadows and seconded by Floyd Drennan to approve the minutes as read. Motion carried.

Bids were to be opened on the Photostatic Photocopier Machine in the County Clerk's Office, but was postponed until next week's meeting.

Charles Still made the motion seconded by Floyd Drennan to place in the court minutes the letters received from N. W. Cox, Bettie Liddell, & Jewell Richards agreeing to serve on the Grievance Committee Board for the year of 1981. Motion carried. Copies attached.

Motion made by Charles Still seconded by J. W. Meadows to approve & place the Treasurers Quarterly Report in the court minutes. Motion carried. Copy attached.

Delmo Lawson made the motion seconded by J. W. Meadows to approve the deputation of Jean Pilcher to the County Clerk's Office. Motion carried. Copy attached.

The court heard reports from County Agents Glen Aubrey and Cynthia Shattles on their current and future projects in the extension office.

Upshur County Sheriff, Dale Jewkes met with the court. There was discussion on two subjects: (1) The county teletype being used by other cities and agencies within the county and (2) the hiring of a female jailer. No action was taken at this time, but was put on the agenda for the February 23, 1981 meeting.

The court then heard a report from Phillip Williams on a meeting he attended concerning the 911 Emergency System which covers a small part of Upshur County.

Ronnie Mitchell, Juvenile Probation Officer met with the court to give an annual report & his and Don Hightower's recap on the 1980 budget. Charles Still made the motion seconded by Floyd Drennan to put a copy of the 1981 Resolution in the court minutes. Motion carried. Copy attached.

Special Road Use Agreement was submitted by Tom Glover Wood Company to use from US 80 north to Hickory to load and return south to US 80 to haul logs. Charles Still made the motion seconded by Delmo Lawson to approve. Motion carried. Copy attached.

Permit application submitted by Mrs. Jack Cowley to place a culvert within the Right of Way of County Road Aspen Road. Motion made by Charles Still seconded by Floyd Drennan to approve. Motion carried. Copy attached.

Floyd Drennan made the motion seconded by J. W. Meadows to approve a permit application submitted by Prichett Water Supply to place a water line within the Right of Way of County Road Black Gum Road. Motion carried. Copy attached.

Johnny Miller of the County Health Department submitted a letter asking that an abandoned well on the A. B. Haigood property in Big Sandy, Texas be filled or covered. Charles Still made the motion seconded by Floyd Drennan to approve. Motion carried. Copy attached.

Charles Still made the motion seconded by Floyd Drennan to approve a permit application submitted by Continental Telephone of Texas to place a buried telephone cable within the Right of Way of a county road in Precinct #3. Motion carried. Copy attached.

Delmo Lawson made the motion seconded by J. W. Meadows to approve a bond for Edwin R. York, Jr. as Delinquent Tax Collector. Motion carried.

VOL. 20 PG. 976



J. B. HILL, JR.
COUNTY CLERK
UPSHUR COUNTY COURTHOUSE
GILMER, TEXAS 75644

PHONE 843 3118

January 19, 1981

N. W. Cox
Route 3
Gilmer, Texas 75644

The Commissioner's Court has selected you to serve on the Grievance Committee Board for the year of 1981. The Court would appreciate you notifying the County Clerk by signing this letter and returning it, if you will be able to serve.

County Recorder for
Upshur County Court

J. B. Hill, Jr.

J. B. Hill, Jr., County Clerk

I agree to serve on the Grievance Committee Board for the year of 1981.

N. W. Cox



J. B. HILL, JR.
COUNTY CLERK
UPSHUR COUNTY COURTHOUSE
GILMER, TEXAS 75644

PHONE 843-3118

January 13, 1981

Bettie Liddell
1107 West Lake Drive
Gladewater, Texas 75647

Ms. Liddell:

The Commissioner's Court has selected you to serve on the Grievance Committee Board for the year of 1981. The Court would appreciate you notifying the County Clerk by signing this letter and returning it, if you will be able to serve.

County Recorder for
Upshur County Court

J. B. Hill, Jr.

J. B. Hill, Jr., County Clerk

I agree to serve on the Grievance Committee Board for the year of 1981.

Bettie Liddell

TREASURER'S

BY C.H. Pitman

FROM Oct. 1, 1980

	Balance Last Report	Amt Rec Since Last Report
1. General	19,844.22	407,227.76
2. Salary	67,934.05	291,613.33
3. R&B	537.84	233,343.73
4. R&B 1	12,193.77	97,996.73
5. R&B 2	36,041.13	116,186.76
6. R&B 3	19,826.37	28,912.03
7. R&B 4	7,137.53	45,382.83
8. Perm. Imp.		
9. Per. School	7,549.14	163,499.00
10 Social Sec.		
11. Jury	157.14	5,000.00
12 R&B 3A Int. & Skg.		
13. Upshur Co. Immunization		
14. Road Dist. 1-C Avail.		
15. Upshur Co. Fed. Rev. Shar'g	9,018.23	93,633.34
16. Upshur Law Library	446.62	758.00
17 R. O. W	256.04	26,159.42
18. Crim. Justice Plan	8,041.60	5,068.50
19 MUW Co Probation	19,868.42	43,083.00
20	208,852.10	1,557,864.43

LIST OF BONDS AN

PERMA

15	Central Heights I.S.D.	Bonds	\$15,000.00
6	Huntington R.H.S.	Bonds	6,000.00
5	Livingston I.S.D.	Bonds	5,000.00
10	Liberty Eylau R.H.S.	Bonds	10,000.00
5	Leander I.S.D.	Bonds	5,000.00
8	Bowie Co. Comm. S.D.	Bonds	8,000.00
9	City of Killeen	Bonds	9,000.00
7	West Sabine I.S.D.	Bonds	7,000.00
6	Ore City I.S.D.	Bonds	6,000.00

QUARTERLY REPORT

VOL. 20 PG. 979

COUNTY TREASURER

TO Dec. 31, 1980 INCLUSIVE

Disbursements	Transfers In	Transfers Out	BALANCE	
400,705.00			26,366.98	1.
327,746.11			31,801.27	2.
150,000.00			83,881.57	3.
97,625.26			12,565.24	4.
125,383.37			26,844.52	5.
32,941.15			15,797.25	6.
49,726.94			2,793.42	7.
				8.
157,387.00			13,661.14	9.
				10.
2,348.00			2,809.14	11.
				12.
				13.
				14.
101,688.35			963.22	15.
923.85			280.77	16.
19,000.00			7,415.46	17.
4,070.50			9,039.60	18.
56,566.94			6,384.48	19.
1,526,112.47			240,604.06	20.

D OTHER SECURITIES ON HAND

MENT SCHOOL FUND

R&B	C.D.'s	\$100,000.00
Upshur Co. Perm School	C.D.'s	159,462.13
M.U.W. Dist. Probation	C.D.'s	30,744.28
Upshur Co. Dist. Clk. Office	C.D.'s	26,418.69
General Fund	C.D.'s	100,000.00
R&B 1-2-R.O.W. & Fed. Rev. Sharing		134,000.00

TOTAL ALL BONDS \$621,162.97

FILED
J.B. HILL, JR.
CLERK UPSEHUR COUNTY
'81 JAN 23 PM 1:57

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UPSHUR COUNTY

**TREASURER'S
QUARTERLY REPORT**

Covering Period

From 10-1-80

To 12-31-1980 Inclusive

Date Filed Jan 23, 1981

By

C. B. Pittman

County Treasurer, Upshur County

THE STATE OF TEXAS)
COUNTY OF UPSHUR)

BEFORE ME, the undersigned authority, on this day personally appeared *C. B. Pittman*, County Treasurer of Upshur County, who being by me duly sworn, upon oath, says that the within and foregoing report is true and correct

C. B. Pittman, County Treasurer

SWORN TO AND SUBSCRIBED before me this 23 day of January, 1981

J. B. Hill, Jr., Clerk
County Court, Upshur County, Texas

BEFORE ME *J. B. Hill, Jr.*, County Clerk, Upshur County, Texas, on this day personally appeared *Everett Dean*, County Judge; *Delmo Lawson*,

Commissioner, Precinct No. 1; *J. W. Meadows*, Commissioner, Precinct No. 2, *Charles Still*, Commissioner, Precinct No. 3; and *Floyd D. ...*

Commissioner, Precinct No. 4, who after being duly sworn by me state under their oath, that the have examined the foregoing County Treasurer's Report, of Upshur County, Texas, and find the same to be correct to the best of their knowledge and belief.

Everett Dean
County Judge

Delmo Lawson
Commissioner, Precinct No. 1

J. W. Meadows
Commissioner, Precinct No. 2

Charles Still
Commissioner, Precinct No. 3

Floyd D. ...
Commissioner, Precinct No. 4

SUBSCRIBED AND SWORN TO Before me, this 23 day of January

A. D. 1981

J. B. Hill, Jr.
County Clerk, Upshur County, Texas

DEPUTATION

VOL. 20 PG. 981

THE STATE OF TEXAS

County of Upshur } I, J. B. Hill, Jr.
 County Clerk of the County of Upshur and State of Texas, having
 full confidence in Jean Pilcher of said County and State, do hereby,
 with the consent of the Honorable Commissioners' Court of Upshur County, nominate
 and appoint Jean Pilcher, the said Jean Pilcher 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 County Clerk 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 26th day of January 19 81.

J. B. Hill, Jr.
 of Upshur County, Texas.
 BY Adrian Ross Brown Chief Deputy

THE STATE OF TEXAS

County of Upshur } BEFORE ME, C. H. Pitman,
 Notary Public in and for Upshur County, Texas,
 on this day personally appeared J. B. Hill, Jr.

known to me to be
 the person whose name is subscribed to the foregoing deputation, and acknowledged 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
 this 26th day of January 19 81

C. H. Pitman
 Notary Public
 Upshur County, Texas

OATH OF OFFICE

Jean Pilcher do solemnly
 swear (or affirm) that I will faithfully execute the duties of the office of
Deputy County Clerk of the State of Texas,
 and will 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 confirma-
 tion thereof. So help me God.

Subscribed and sworn to before me, this 26th day of January 19 81.

Jean Pilcher
C. H. Pitman
 Notary Public, Upshur Co., Texas

RESOLVED:

That on this, the 2nd day of February, 1981, the Commissioner's Court of Upshur County, Texas, hereby accepts and approved the attached contract for Juvenile Court 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 J. Still
Commissioner Precint #3

Grant Deane
County Judge

Elizabeth J. Cannon
Commissioner Precint #4

Delmo Lawson
Commissioner Precint #1

B. Steeler
Attest: County Clerk

J. W. Mendon
Commissioner Precint #2



Office of the Governor



Criminal Justice Division

PROJECT NOTIFICATION SHEET

<p>1. Applicant Agency or Institution (Name, address)</p> <p>Wood County Wood County Courthouse Quitman, Texas 75783</p>	<p>2. GRANT NUMBER (CJD USE ONLY)</p> <hr/> <p>3. Type of Application: (check appropriate block) Original () Continuation () If continuation give number of last grant. _____</p>								
<p>4. Short Title of Project (Do not exceed one typed line) Upshur-Wood Counties Juvenile Court Services</p>									
<p>5. Project Director: (Name, title, address, telephone)</p> <p>Don Hightower P.O. Box 727 Quitman, Texas 75783 214-763-2256</p>	<p>6. Financial Officer (Name, title, address, telephone)</p> <p>V.C. Blalock P.O. Box 389 Quitman, Texas 75783 214-763-2921</p>								
<p>7. Period and Amount of Request:</p> <p>From <u>01 / 01 / 81</u> Through <u>12 / 31 / 81</u> Amount \$ <u>4858.00</u></p>	<p>8. State Application Identifier.</p> <p>S.A.I. Number _____ Date Assigned: ____/____/____</p>								
<p>9. Official Authorized to Sign Application: (Name, title, address, telephone)</p> <p>W.T. Black, Jr. Wood County Judge P.O. Box Quitman, Texas 75783 (214-763-2716)</p>	<p>10. Federal or State Support: Will other federal or state support be available for any part of this project: Yes ___ No ___ If yes, identify and explain:</p>								
<p>11. Legislative Budget Board Review and Comment (State Agencies Only) This application was submitted to the Legislative Budget Board for review and comments on ____/____/____. The comments are/are not attached.</p>									
<p>12. Attachments (check if included):</p> <table border="0"> <tr> <td>(a) Clearinghouse review and comment Name of clearinghouse _____</td> <td>(c) Contracts _____</td> </tr> <tr> <td>(b) Local governing body resolution authorizing application _____</td> <td>(d) Letters of endorsement _____</td> </tr> <tr> <td></td> <td>(e) Other (describe) _____</td> </tr> </table>		(a) Clearinghouse review and comment Name of clearinghouse _____	(c) Contracts _____	(b) Local governing body resolution authorizing application _____	(d) Letters of endorsement _____		(e) Other (describe) _____		
(a) Clearinghouse review and comment Name of clearinghouse _____	(c) Contracts _____								
(b) Local governing body resolution authorizing application _____	(d) Letters of endorsement _____								
	(e) Other (describe) _____								
<p>13. Date. 5-5-80</p>	<p>14. Total Pages in Application:</p>								
<p>15. Area Served.</p> <p>(a) State Planning Region. JTCOG</p> <p>(b) Counties Upshur Wood</p>	<p>16. CJD USE ONLY</p> <table border="0"> <tr> <td>Grant Number _____</td> <td>Geographic Area. _____</td> </tr> <tr> <td>Date Received: _____</td> <td>Region _____</td> </tr> <tr> <td>Program Area. _____</td> <td>County(s) _____</td> </tr> <tr> <td></td> <td>City _____</td> </tr> </table>	Grant Number _____	Geographic Area. _____	Date Received: _____	Region _____	Program Area. _____	County(s) _____		City _____
Grant Number _____	Geographic Area. _____								
Date Received: _____	Region _____								
Program Area. _____	County(s) _____								
	City _____								

1981 PROJECT NOTIFICATION SHEET
(Page 2)

Area: CJD PROGRAM NUMBER 81- C 0 3

Problem Statement:

(1) Brief and concise summary of the problem (be as specific as possible):

Approximately 450 children and youths are referred each year to Upshur and Wood County Probation Departments. There is a need for additional alternatives for disposition of cases prior to adjudication. In particular, there is a need for psychological evaluations; counseling; and alternatives to detention, such as emergency shelter and foster family placement. Also, there is a need for post-adjudication alternatives in lieu of commitment to TYC e.g. foster group homes and halfway houses. The most cost-effective way of providing these alternatives is to purchase them from private agencies or families.

(2) Data which demonstrates existence and/or scope of the problem:

See above

(3) Source of data presented above:

Texas Judicial Council Monthly Probation Statistics

(4) Resources and capabilities presently available to attack this problem:

a. Present resources and capabilities of applicant agency:

(Staff of and facilities operated by juvenile probation department)

1981 PROJECT NOTIFICATION SHEET
(Page 3)

- b. Other agencies providing the same or similar services within the area to be served by this project and the capabilities of each agency. Do not complete this section unless applicable.

(Public social service agencies which provide services to juvenile offender: Mental Health and Mental Retardation (local) and Texas Department of Human Resources (local office).

(Private social services agencies which provide services to juvenile offenders:)

2 foster families
5 medical doctors and dentist, available to provide services to juvenile offenders
1 foster group home

Description:

- (1) Objective - What is the main objective your agency hopes to accomplish by the funding of this project?

(The primary objectives are (1) deinstitutionalization of status offenders and non-offenders within 48 hours after being taken into custody.)

(2) diversion of other juvenile offenders from the juvenile justice system.

(3) Providing services which the department is not normally financially able to provide.

- (2) Activities - Identify tasks involved in meeting the objective of the project. How and by whom will these tasks be accomplished?

To accomplish these three objectives, the project can purchase psychological assessments, individual and family counseling, pre-placement medical and dental exams, emergency shelter, foster family placement, and long-term residential placement in licensed child care facilities according to the individual needs of juveniles placed.

- (3) Relationship to Similar Programs

- a. If applicant agency has (or is requesting) a grant for a related project, explain the relationship between the two projects. Do not complete this section unless applicable.

N/A

1981 PROJECT NOTIFICATION SHEET

(Page 9)

PERFORMANCE INDICATORS

FOR CJD USE ONLY.

Grant No.: _____

Page ____ of ____

PROJECT START DATE. _____

All Applicable Standard Indicators from the 1981 CJD Program Descriptions Must Be Used.

Indicator	Level at time of application based on 12 month period from _____ to _____	Source of Baseline Date		Anticipated Level of Progress By Quarter			
		Estimation	Records	1st Qtr.	2nd Qtr. (Cumulative)	3rd Qtr (Cumulative)	4th Qtr (Cumulative)
1. Number of juveniles for whom services purchased.	7		X	5	10	15	20
2. Number of juveniles for whom shelter or other residential care purchased.	3		X	1	4	7	10
3. Total number of days residential placement purchased	35		X	7	14	21	63
4. Number of juveniles for whom non-residential services purchased.	4		X	3	6	9	12
5. For each type of non-residential service purchased, specify:							
(a) Total number of juveniles receiving each type of service - III MR, Medical Dental	4		X	3	6	9	12
(b) Total number of contact hours between service provider and juvenile for each type of service	12		X	27	54	81	108

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1981 PROJECT NOTIFICATION SHEET
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PROJECT BUDGET

Budget Category	CJD Support Federal and State	Grantee Cash Contribution	Cash Total	In-Kind Contribution	Total Project Budget
A. Personnel				N/A	
B. Professional & Contract Services	4,858			N/A	4,858
C. Travel				N/A	
D. Equipment				N/A	
E. Construction	N/A			N/A	
F. Supplies & Direct Operating Expense				N/A	
G. Indirect Cost				N/A	
H. Total	4,858				4,858

Organizations applying for a grant under the Justice System Improvement Act of 1979 should detail the total project cost above. However, only the CJD support and the grantee cash contribution must be accounted for. The in-kind contribution is for information purposes only and should reflect all other sources of income budgeted as a part of this project.

For a complete explanation of the CJD continuation policy applicable to local projects, refer to Rules & Guidelines No. 001.55.

Explanation of grantee cash contribution and in-kind contribution. Describe (1) nature, (2) source, and (3) project utilization of the grantee contribution for the proposed project period as listed in the grantee contribution column. Add additional pages if necessary.

1981 PROJECT NOTIFICATION SHEET
(Page 12)

SCHEDULE B

PROFESSIONAL AND CONTRACTUAL SERVICES

	CJD REQUEST	LOCAL CASH CONTRIBUTION	TOTAL
(A) 12 psychological exams	\$ 405.12	\$	\$
(B) 80 hrs. psychological counseling	\$ 1350.00	\$	\$
(C) 120 days foster care	\$ 900.00	\$	\$
(D) 4 each medical and dental exams	\$ 340.00	\$	\$
(E) Emergency clothing etc. for 2 juv.	\$ 200.00	\$	\$
(F) 30 days res. treatment	\$ 1050.00	\$	\$
(G) 35 days detention center	\$ 612.50	\$	\$
(H)	\$	\$	\$
TOTAL BUDGETED PROFESSIONAL CONTRACTUAL SERVICES	\$ 4,858	\$ -0-	\$ 4,858

Narrative: Briefly describe any anticipated contractual arrangement and work products expected. The basis of cost must be reflected.

12 psychologicals
2 hours each
16.88 hour
\$405.12

4 pre-placement dental exams
\$35.00 each
\$140.00

4 juveniles in foster homes
30 days each
\$7.50 per day
\$900.00

1 juvenile
30 days residential treatment
\$35.00 per day
\$1,050.00

4 families needing counseling
10 hours per family
\$16.88 hr.
\$675.20

5 juveniles Harrison or Gregg
Juvenile Detention Center
7 days each
\$17.50 per day
\$612.50

4 juveniles needing individual counseling/therapy
10 hours each
\$16.88 hr.
\$675.20

Emergency clothing, shoes, ma
etc. for 2 juveniles being re.
from detention
\$200.00

4 pre-placement medical exams
50.00 each
\$200.00

TOTAL \$4857.92

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, Tom Glover Wood Co.
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. 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) From US 80 north to Hickory to load and
return south to US 80.

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 logs 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 23 day of February A.D. 1981.

Mark Brown
FIRST PARTY Tom Glover Wood Co.
1503 N. Titus St.
Jefferson, Texas 75657
Ernest Dean
COUNTY JUDGE
Debra Lawson
COMMISSIONER #1
Les Meadows
COMMISSIONER #2
C. J. Still
COMMISSIONER #3
Donald J. Remington
COMMISSIONER #4

* Strike if not applicable

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

Date Jan 23, 1981

TO: THE UPSHUR COUNTY COMMISSIONERS' COURT
COUNTY OF UPSHUR
GUYMER, TEXAS

Normal notice is hereby given that Mrs Jack H. Cowley
whose principal address is Aspen Drive
does propose to place a R# 3 Box 69
within the ROW of County Road Salmon, Texas
as follows: Culvert

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__.

NAME: _____

TITLE: _____

ADDRESS: _____

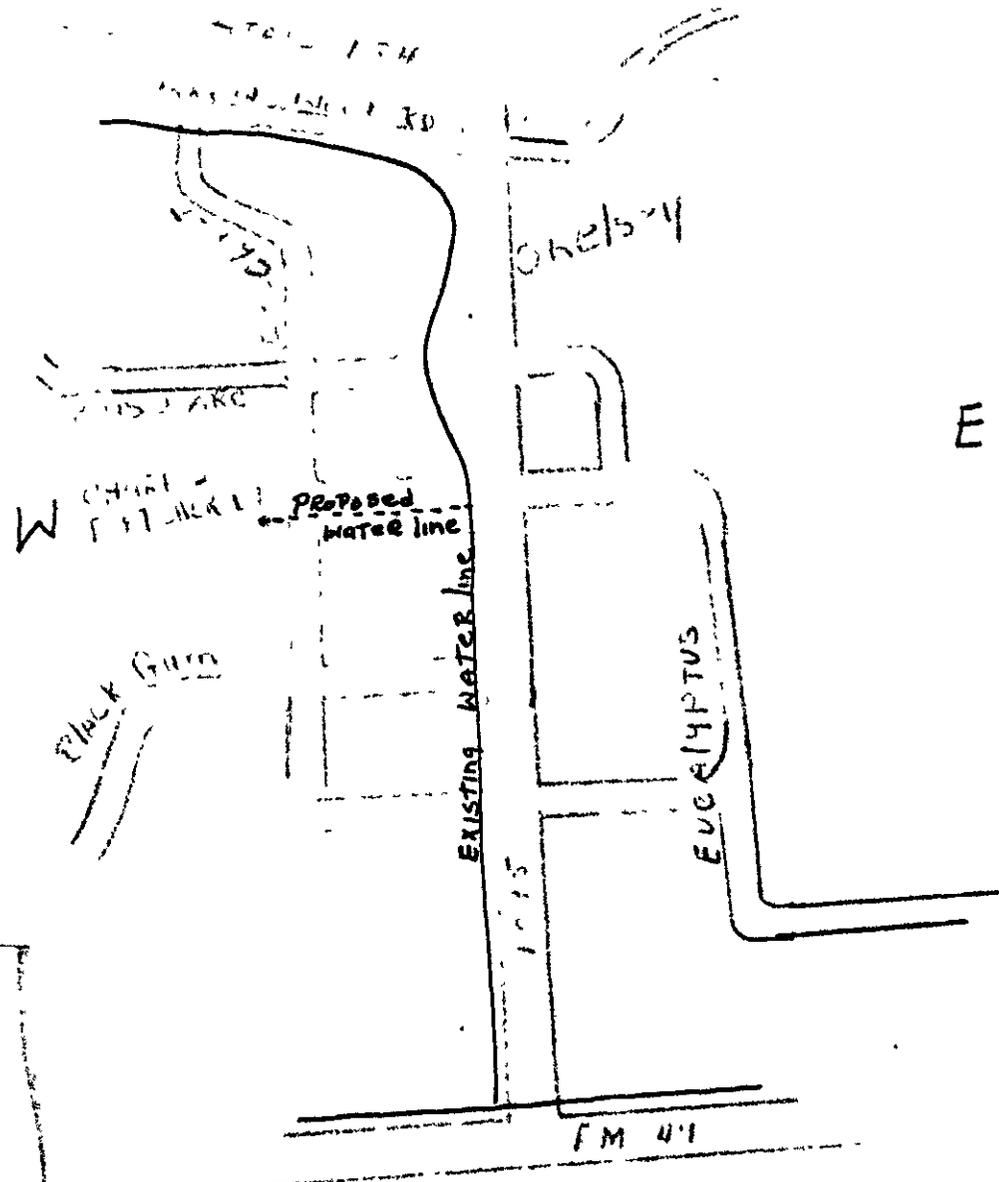
*Full phone
to call
checked*

*Approved
2-2-81*

N

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S



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PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

Date 1/23/81

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

Formal notice is hereby given that Fritchett WSO
whose principal address is P. O. Box 587 Gilmer, Tx. 75644
does propose to place a water line
within the ROW of County Road Black Gum

as follows: Start a 1" In. PVC line at Farm Road 1795
go north approximately 2000ft. on south
of road then cross to north side at Charles
Tefteller.

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

23 day of January, 1981.

FIRM: Fritchett Water Supply Corp.

TITLE: J. K. Gage - Operator

ADDRESS: Rt. 2 Box 813 Big Sandy, Tx. 75755

J. K. Gage
1/23/81

Precinct 4

Upshur County Health Dept.

BOX 639

GILMER, TEXAS 75644

January 27, 1981

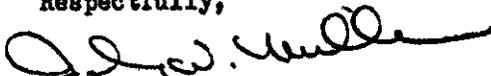
Everett Dean
Commissioner's Court
Courthouse
Gilmer, Texas 75644

Subject: Abandoned well; A.B. Haigood property
Big Sandy, Texas

TO WHOM IT MAY CONCERN:

An inspection of the above well has been made. It is of the opinion of this department that the said well in its present condition could be a threat to the public's health and should be covered as soon as possible.

Respectfully,


Johnny W. Miller
Sanitation Inspector
Upshur County Health Department

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY R.O.W.

DATE: January 23, 1981

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

Formal notice is hereby given that Continental Telephone of Texas
whose principal address is P. O. Box 477, Emory, Texas 75440
does propose to place a buried telephone cable
within the R.O.W. of County road shown on map
as follows:

BEGINNING at an existing pedestal on the North right-of-way line, the cable will proceed West for approximately 148'. At this point a new pedestal will be placed and the existing cable will be placed in the pedestal. Some right-of-way clearance will be necessary to get the new cable on the North side of the bar ditch.

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
4th day of February 19 81.

Ref: H 127
Big Sandy

FIRM: Continental Telephone of Texas
TITLE: Raymond M. Whalley Jr. Engineer
ADDRESS: P. O. Box 477
Emory, Texas 75440

NOTE: This form to be submitted in duplicate for each proposed installation.

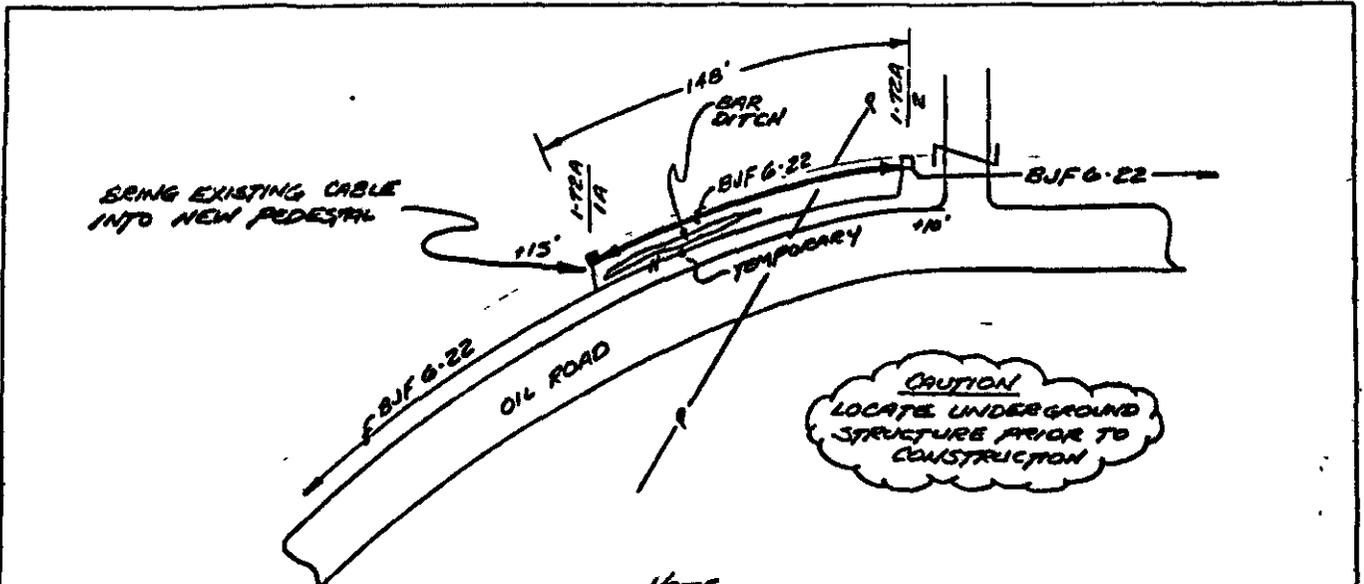
Approved
2-2-81

ROUTINE WORK ORDER

VOL. 2.0 PG. 992 CT-B123

DISTRICT EASTERN EXCHANGE BIG SANDY ROUTINE WORK ORDER NO. 6024000

REASON FOR WORK: CABLE CUT BY COUNTY - H-127 DATE 1-23-81

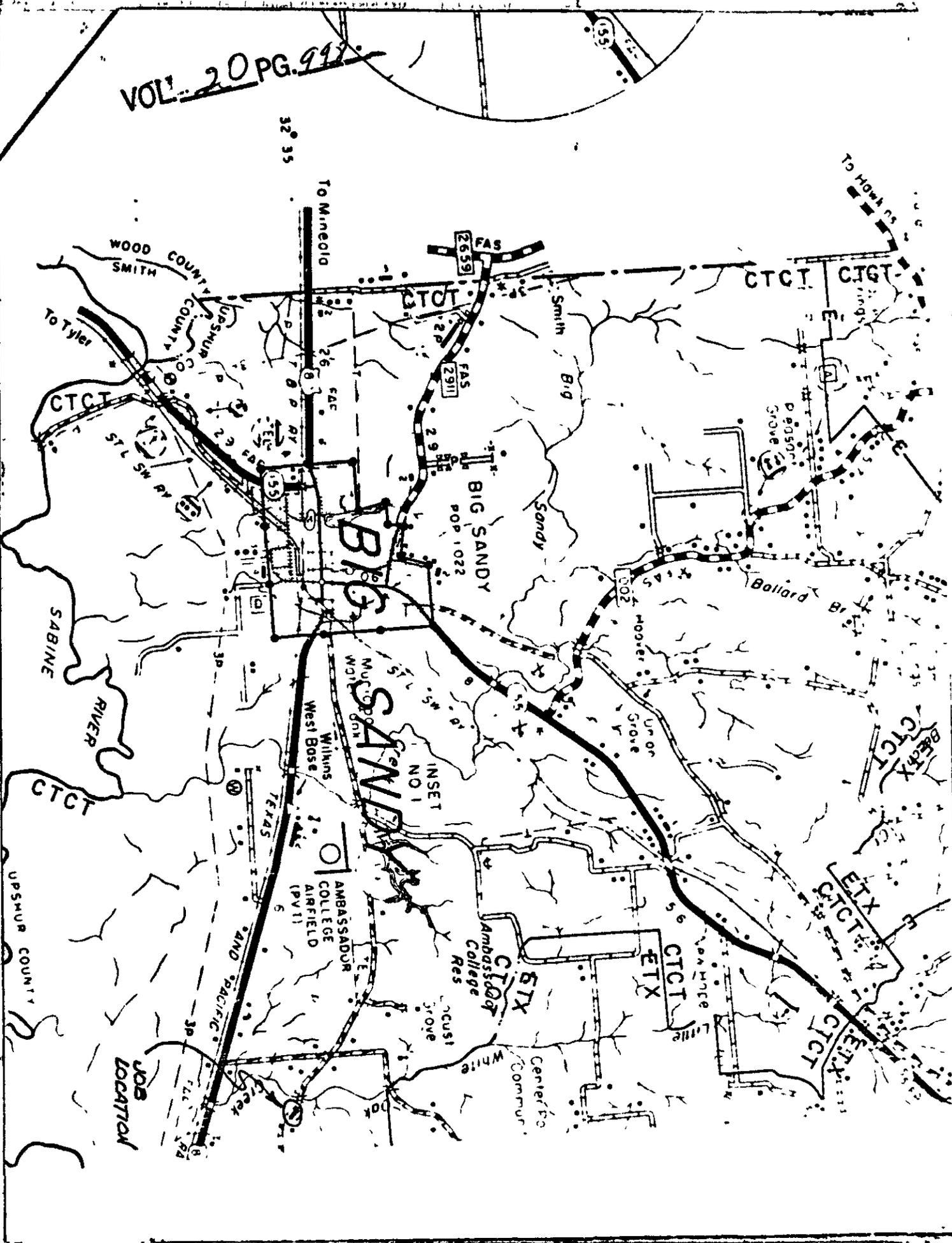


- NOTE
1. CONTACT MR. CHARLES SPILL @ 636-4857 OR 843-2823 48 HOURS PRIOR TO CONSTRUCTION START.
 2. SPIKE WILL BE A SECTION THROW.

COMMENCED _____ COMPLETED _____ BY _____ TAX DISTRICT _____

FOR GENERAL OFFICE USE ONLY					MATERIAL REQUIRED - Major Items -				
CAPITAL ACCOUNTS					ACCOUNT	ITEM	No UNITS	ITEM	No UNITS
ACCOUNT CHARGEABLE	MATERIAL	LABOR HOURS	PLANT AMOUNT	COST DISPLACED	RM				
					1720	BJF 6-22	173'		
					1722	BD 9A	1		
					1720	HC-1	.12		
					1720	BM 75	1		
					1720	BM 96	1		
					1702	R 3-5	.068		
					1720	BM 70 HD	20'		
TOTAL					UNITS TO RETIRE - Major Items -				
MAINTENANCE ACCOUNTS									
TOTAL									

PREPARED BY WHT DATE 1-23-81 REQ. BY _____ APPD BY _____ DATE _____



JOB
LOCATION

BIG SANDY
BIG SANDY
POP. 1022

INSET
NO. 1

West Base
Wilkins

AMBASSADOR
COLLEGE
AIRFIELD
(IPI 11)

Ambassador
College
Res

Center for
Commur.

ETX

ETX

LETX

CITY of ORE CITY

GATEWAY TO LAKE OF THE PINES

P. O. BOX 327

ORE CITY, TEXAS 75683

January 15, 1981

VOL. 20 PG. 999

VOL. 20 PG. 731

TO: Upshur County Commissioners Court
Upshur County, Gilmer, Texas 75644

SUBJECT: A contract between City of Ore City, Texas and Upshur County Commissioners Court

AUTHORITY: Art. 4413 (32-C) or the Interlocal Cooperation Act.

PURPOSE: The City does propose to contract with Upshur County Road & Bridge Dept. to exchange labor, material and equipment use to mutually benefit both parties in the improvement of city streets and adjacent county roads.

AGREEMENT: The city agrees to furnish to the County refinery grade asphalt base road oil and sand material for the oil sand mix in an amount sufficient to cover several city streets and the adjacent county roads. To supplement county equipment and labor the city will make available the street maintenance equipment and labor controlled by the city to complete these projects. The City agrees to furnish a like amount of equipment hours and labor on adjacent county roads as the County Road & Bridge expends on any city streets.

It is understood by both parties that the City of Ore City and Upshur County will pay for these services with funds currently available to each party.

It is understood by both parties that any civil liabilities related to the furnishings of these services is the responsibility of the party receiving the services.

It is the desire of the City of Ore City to enter into this contract with Upshur County and accomplish these objectives to the mutual benefit of the City of Ore City and the County of Upshur.

Mayor-- Jack Couch
 Councilman Robert Miller
 Councilman A. B. Collins
 Councilman John W. Ferguson
 Councilman Shon Bragg
 Councilman S. A. Coffman

County Judge Ernest Dean
 Comm. #1 Delmo Lawson
 Comm. #2 Ed Meadows
 Comm. #3 Chas. F. Hill
 Comm. #4 Joseph ...

VOL. 20 PG. 1000



EAST TEXAS COUNCIL ON ALCOHOLISM AND DRUG ABUSE

1101 East Birdsong • Longview, Texas 75602 • 214/753-7633

January 20, 1981

The Honorable Judge Everett Dean
Judge of Upshur County
Upshur County Courthouse
Gilmer, TX 75644

Dear Judge Dean:

This will acknowledge receipt of the Upshur County Check in the amount of \$1,000, total approved for the 1980-81 budget year.

On behalf of the Council Board of Directors, please express our sincere appreciation to the Commission for their support and concern. The money received will enable us to continue providing alcoholism/drug services for the citizens of Upshur County.

Respectfully,

Leo Bounds, Jr.
Executive Director

an

cc: Keith Barber, Auditor
Sarah Greene, Council Board Member



Regional Alcoholism Authority — State Planning Region 6

Anderson - Camp - Cherokee - Gregg - Harrison - Henderson - Marion - Panola - Rains - Rusk - Smith - Upshur - Van Zandt - Wood

RESOLUTION

STATE OF TEXAS

COUNTY OF UPSHUR

WHEREAS, certain areas of Upshur County are subject to periodic flooding, causing serious damages to properties within these areas; and

WHEREAS, under the National Flood Insurance Act of 1968, as amended, residents of Upshur County can purchase Federally subsidized flood insurance if the County qualifies for, and participates in the National Flood Insurance Program; and

WHEREAS, it is the intent of this Commissioners Court to qualify for participation in the National Flood Insurance Program and to require the recognition and evaluation of flood hazards for all proposed developments within the identified flood plains of Upshur County; and

WHEREAS, the Commissioners Court of Upshur County has the legal authority to adopt and enforce flood plain management criteria to reduce future flood losses pursuant to Subchapter I, Section 16.315 of the Texas Water Code;

NOW, THEREFORE, BE IT RESOLVED, that this Commissioners Court hereby:

1. Assures the Federal Emergency Management Agency that it will enact as necessary, and maintain in force in those areas having flood hazards, adequate flood plain management standards with effective enforcement provisions consistent with the minimum criteria set forth in Section 1910 of the National Flood Insurance Program Regulations; and
2. Vests the County Judge with the responsibility, authority, and means to:
 - a. Assist the Administrator, at his request, in his delineation of the limits of the areas having special flood hazards.
 - b. Provide such information as the Administrator may request concerning present uses and occupancy of the flood plain.
 - c. Cooperate with Federal, State, and local agencies and private firms which undertake to study, survey, map, and identify flood plain areas, and cooperate with neighboring political subdivisions with respect to management of adjoining flood plain areas in order to prevent aggravation of existing flood hazards.
 - d. Submit on the anniversary date of the County's initial eligibility an annual report to the Administrator on the progress made during the past year within the County in the development and implementation of flood plain management measures.
 - e. Upon occurrence, notify the Administration in writing whenever a community incorporates and the County no longer has authority to enforce flood plain management measures within the newly established corporate limits. If possible, include within such notification a copy of the County's flood hazard boundary map clearly delineating the new corporate limits and provide a mailing address for the newly incorporated city.
3. Appoints County Judge to maintain for public inspection and to furnish upon request, any certificates of flood-proofing, and information on the elevation (in relation to mean sea level) of the level of the lowest habitable floor of all new and substantially improved structures located within the identified flood plain of Upshur County. The information should include whether or not such structure contain a basement. The elevation of the basement, and if the structure has been flood-proofed the elevation to which the structure was flood-proofed.

NOW, THEREFORE, on this 2nd day of February, 1981, in a meeting of the Commissioners Court of Upshur County, Texas, duly convened and acting in its capacity as governing body of Upshur County, Texas, the following members being present:

Everett Dean, County Judge
Delmo Lawson, Commissioner, Precinct No. 1
J. W. Meadows, Commissioner, Precinct No. 2
Charles Still, Commissioner, Precinct No. 3
Floyd Drennan, Commissioner, Precinct No. 4

On motion of Commissioner J. W. Meadows, seconded by Commissioner Charles Still, duly put and carried, this resolution is hereby adopted.

The vote of the Commissioners Court on this matter was as follows:

Voting Aye: Lawson, Meadows, Still, and Drennan
Voting Nay:

STATE OF TEXAS

COUNTY OF UPSHUR

I, J. B. Hill, Jr., County Clerk and Ex Officio Clerk of the Commissioners Court, do hereby certify that the above and foregoing is a true and correct copy of a Resolution made and entered by the Commissioners Court in special session, on the 2nd day of February, 1981, as it appears on record in the Minutes of said Court, Volume _____, Page _____.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2nd day of February, 1981.



J. B. Hill, Jr.
J. B. Hill, Jr., County Clerk
Upshur County, Texas

FLOODPLAIN MANAGEMENT COURT ORDER

• STATE OF TEXAS

COUNTY OF UPSHUR

WHEREAS, the County of Upshur wishes to establish eligibility in the National Flood Insurance program and in order to do so must meet the minimum requirements of Section 60.3 (b) of the Program Regulations as published by the Federal Emergency Management Agency; and

WHEREAS, under Subchapter 1, Section 16.315 of the Texas Water Code, all political subdivisions are authorized to take all necessary and reasonable actions to comply with the requirements and criteria of the National Flood Insurance Program;

NOW, THEREFORE, the following measures shall be enacted within the unincorporated areas of Upshur County:

SECTION 1 - DESIGNATION OF COUNTY FLOODPLAIN ADMINISTRATOR

For the purposes of this Court Order, the County Judge and/or his designated assistant shall act as the County Floodplain Administrator with assistance from the County Commissioners and any other County departments or committees as may be deemed necessary.

SECTION 2 - BASIS FOR ESTABLISHING AREAS OF SPECIAL FLOOD HAZARD

Areas of special flood hazard are identified on Flood Hazard Boundary Maps published by the Federal Emergency Management Agency for Upshur County-Unincorporated Areas, Community Number 481036A, and dated May 31, 1977. These maps and any revisions or new publications are hereby adopted by reference and declared to be a part of this Court Order.

SECTION 3 - LANDS TO WHICH THIS COURT ORDER APPLIES

This Court Order applies to all land areas subject to flooding as identified on maps referenced in Section 2. Maps may be viewed in the Office of the County Judge, County Precinct Offices, and other County departments. Banks and other lending agencies, insurance agencies, and building material supply houses located in the County will have maps for public viewing.

SECTION 4 - PERMIT APPLICATION REQUIREMENTS

No person shall erect, construct, enlarge, alter, repair, improve, move or demolish any building or structure located in the identified floodplain without first submitting a permit application to the County Administrator and obtaining authorization to proceed with the proposed activity.

No man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations shall be commenced within the identified floodplain until a permit application is submitted and authorization is obtained to proceed.

No mobile home shall be placed on improved or unimproved real estate within the identified floodplain without first submitting a permit application and obtaining authorization to proceed.

SECTION 5 - PERMIT APPLICATION REVIEW

The County Administrator shall review all permit applications and subdivision proposals to determine whether proposed building sites will be reasonably safe from flooding.

The County Administrator shall review all permit applications and subdivision proposals to determine whether the designated activity is proposed within the identified 100-year floodplain of the County.

The County Administrator shall review all permit applications to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972.

The County Administrator shall notify adjacent communities and the Texas Department of Water Resources prior to any alteration or relocation of a Watercourse, and submit copies of such notification to the Federal Emergency Management Agency.

The County Administrator shall assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.

SECTION 6 - ISSUANCE OF PERMITS

After reviewing the application, the County Administrator shall require any additional measures which are necessary to meet the minimum requirements of this Court Order. If a proposed activity is not within the identified floodplain, then no permit is required and authorization can be given to proceed.

For permit requirements, the County Administrator shall obtain and reasonably utilize any base flood elevation data available from the Federal, State, or other source until such data has been provided by the Federal Emergency Management Agency.

SECTION 7 - PERMIT REQUIREMENTS

GENERAL STANDARDS - In all areas of special flood hazard, the following provisions are required:

- a. All new construction and substantial improvements shall be anchored to prevent floatation, collapse or lateral movement;
- b. All new construction and substantial improvements shall be constructed by methods and practices that minimize flood damage;
- c. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage;
- d. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
- e. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;
- f. On-site waste disposal systems (septic tanks) shall be located to avoid impairment to them or contamination from them during flooding;

SPECIFIC STANDARDS - In all areas where base flood elevation can be obtained, the following additional provisions are required:

- a. All new construction and substantial improvements of residential structures shall have the lowest floor, including basement, elevated to or above the base flood elevation;
- b. All new construction and substantial improvements of non-residential structures shall have the lowest floor, including basement, elevated or floodproofed up to or above the base flood level.

SECTION 8 - MOBILE HOME REQUIREMENTS

In all areas of special flood hazard, the following provisions are required:

- a. All mobile homes shall be anchored to resist floatation, collapse, or lateral movement by providing over-the-top ties and frame ties to ground anchors;
- b. Over-the-top ties be provided at each of the four corners of the mobile home, with two additional ties per side at intermediate locations and mobile homes less than 50 feet long requiring one additional tie;
- c. Frame ties be provided at each corner of the home with five additional ties per side at intermediate points and mobile homes less than 50 feet long requiring four additional per side;
- d. All components of the anchoring system be capable of carrying a force of 4,800 pounds;

- e. Any additions to the mobile home be similarly anchored.

SECTION 9 - STANDARDS FOR SUBDIVISION PROPOSALS

If a subdivision proposal is in the identified floodplain, the following provisions are required:

- a. All such proposals are consistent with the need to minimize flood damage within the flood prone area;
- b. All public utilities and facilities, such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damage;
- c. Adequate drainage shall be provided to reduce exposure to floods;
- d. All subdivisions and other proposed new developments greater than 50 lots or 5 acres, whichever is the lesser, shall include base flood elevation data within such proposals. Plats with have the 100-year floodplain clearly delineated, and minimum slab elevations will be given for each lot within the floodplain.

SECTION 10 - PERMIT COMPLIANCE CERTIFICATION

When a permit is issued for developments within the identified floodplain, the following certifications of compliance may be required:

- a. A certification from a registered professional engineer, architect, or land surveyor, of the elevation of the finished first floor, including basement, in relation to feet mean sea level.
- b. If a structure has been floodproofed, a registered professional engineer must certify the elevation to which the structure was floodproofed and that the floodproofing measures utilized are adequate to provide the required protection.
- c. A certificate of permit compliance from the permit grantee stating that all of the permit requirements have been met.

SECTION 11 - FORMS AND FEE

The County Commissioners and the County Administrator will promulgate forms and establish fees as may be required for the proper administration of this Court Order.

SECTION 12 - ENFORCEMENT : PENALTIES

Any violation of this Court Order is a class C misdemeanor. Each day a violation occurs is a separate offense. The Commissioners Court may file suit for injunctive relief or civil penalties or both for any violation or threatened violation of this Court Order.

SECTION 13 - DEFINITIONS

Unless specifically defined below, words or phrases used in this document shall be interpreted so as to give them the same meaning as they have in common usage and so as to give this document its most reasonable application:

- "Base Flood" means the flood having a one percent chance of being equalled or exceeded in any given year.
- "Development" means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations.
- "Flood" means a general and temporary condition of partial or complete inundation of normally dry land areas from:
 - (1) the overflow of inland or tidal waters.
 - (2) the unusual and rapid accumulation or runoff of surface waters from any source.
- "Floodplain" or "flood prone area" means any land area susceptible to being inundated by water from any source.
- "Floodproofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.
- "Habitable floor" means any floor usable for living purposes, which includes working, sleeping, eating, cooking or recreation, or a combination thereof. A floor used only for storage is not a "habitable floor".
- "Mobile Home" means a structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without permanent foundation when connected to the required utilities. It does not include recreational vehicles or travel trailers.

"Person" includes any individual or group of individuals, corporation, partnership, association, or any other entity, including State and local governments and agencies.

"Riverine" means relating to, formed by, or resembling a river, stream or brook.

"Structure" means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a mobile home.

"Substantial improvement" means any repair, reconstruction, or improvement of the structure, the cost of which equals or exceeds 50% of the market value of the structure either, (a) before the improvement or repair is started, or (b) if the structure has been damaged, and is being restored, before the damage occurred. The term does not include either (1) any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions or (2) any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.

ADOPTED THIS 2nd DAY OF February, 1981.

[Signature], County Judge

[Signature], Commissioner, Precinct No. 1

[Signature], Commissioner, Precinct No. 2

[Signature], Commissioner, Precinct No. 3

[Signature], Commissioner, Precinct No. 4

County Clerk's Memo
Portions of this document not
reproducible when recorded

THE STATE OF TEXAS

COUNTY OF UPSHUR

I, J. B. Hill, Jr., County Clerk of the County of Upshur, do hereby certify that the above and foregoing is a true and correct copy of an Order made and entered by the Commissioners Court of Upshur County in special session on the 2nd day of February, 1981, as it appears of record in the Minutes of said Court, Volume Page No. .

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2nd day of February, 1981.



[Signature]
J. B. Hill, Jr., County Clerk
Upshur County, Texas

GENERAL FUND

<u>Claim No.</u>	<u>Name</u>	<u>Classification</u>	<u>Amount</u>
380	Postmaster	Supplies	\$ 500.00
381	First National Bank	C.D. Purchase	85,000.00
382	Kaufman County Sheriff	Services & Charges	10.00
383	Salary Fund	Salaries	67,089.68
384	Burnice Ashbrook	Services & Charges	41.43
385	Jimmy Fletcher	Services & Charges	5.25
386	Burl Townsend	Services & Charges	47.25
387	Tommy Joe Stracener	Services & Charges	139.50
388	Miller Management Co.	Services & Charges	75.00
389	E. L. Sidder	Services & Charges	3.87
390	Frankie D. Steward	Services & Charges	73.58
391	Gail Albright	Services & Charges	5.00
392	Frank White, Jr.	Capital Outlay	168.61
393	James Beasley	Services & Charges	70.63
394	W. V. Ray	Services & Charges	146.08
395	Everett Dean	Services & Charges	13.20
396	Arkla Gas	Services & Charges	912.62
397	H. A. Wheeler	Services & Charges	58.72
398	Aubrey C. Turner	Services & Charges	16.91
399	Swepco	Services & Charges	113.41
400	General Telephone	Services & Charges	452.11

UNDIVIDED ROAD & BRIDGE

7	First National Bank	C.D. Purchase	70,000.00
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ROAD & BRIDGE #1

60	First National Bank	C.D. Purchase	20,000.00
61	Salary Fund	Salaries	7,349.15
62	Herbert L. Young	Gas & Oil	2,247.92

ROAD & BRIDGE #2

80	First National Bank	C.D. Purchase	35,000.00
81	Salary Fund	Salaries	7,985.54
82	Herbert L. Young	Gas & Oil	134.18
83	Elmo Hollins	Gravel	14.00
84	Hubert Fluellen	Gravel	5.00
85	Henry T. Lynn	Gravel	19.00

ROAD & BRIDGE #3

62	Revenue Sharing	Transfers	25,000.00
63	Salary Fund	Salaries	8,662.71
64	Arkla Gas	Utilities	4.23
65	Luther Holeman	Gravel	242.00
66	Buster Langford	Gravel	84.00
67	Herbert L. Young	Gas & Oil	2,170.78

ROAD & BRIDGE #4

82	First National Bank	C.D. Purchase	10,000.00
83	Salary Fund	Salaries	8,866.55
84	Mrs. Ray Bogel	Gravel	8.00
85	Chester Newsome	Gravel	19.50
86	Bessie Ray	Gravel	19.50
87	Herbert L. Young	Gas & Oil	2,470.46

REVENUE SHARING

40	Pritchett Fire Department.	Services & Charges	207.24
41	Union Grove Fire Department	Services & Charges	282.60
42	Bettie Fire Department	Services & Charges	1,375.32
43	Ewell Fire Department	Services & Charges	188.40
44	Holly Lake Fire Department	Services & Charges	18.84
45	New Diana Fire DEpartment	Services & Charges	244.92
46	Harmony Fire Department	Services & Charges	565.20
47	East Mountain Fire Dept.	Services & Charges	471.00
48	Ore City Fire Department	Services & Charges	1,149.24
49	Big Sandy Fire Department	Services & Charges	584.04
50	Gilmer Fire Department	Services & Charges	2,411.52
51	Void		
52	First National Bank	C.D. Purchase	40,000.00

CERTIFICATE OF COUNTY JUDGE

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

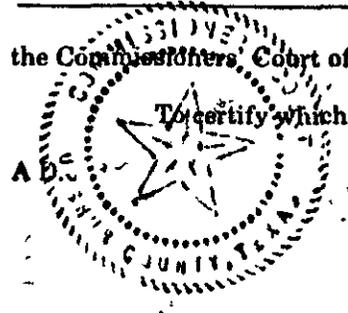
The foregoing bond of Edwin R. York, Jr., holding contract for the collection of State and County delinquent taxes in Upshur County, Texas was read and approved in open Commissioners' Court, this the 9 day of September, 1981

[Signature]
County Judge

UPSHUR County, Texas

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

I, J. B. Hill, Jr., Clerk, County Court of Upshur County, Texas, do hereby certify that the above and foregoing is a true and correct copy of the Bond of Edwin R. York, Jr. Delinquent Tax Collector of Navarro County, Texas, as the same appears of record in Vol , Page Minutes of the Commissioners' Court of Upshur County, Texas.



To certify which, witness my hand and seal of office, this the day of 19

[Signature]
County Clerk

Upshur County, Texas

NOTE:

In case the Certificate of the County Judge is not filled out and signed, then in lieu thereof a certified copy of the Order of the Commissioners' Court approving the bond should be made by the County Clerk which should be attached to the bond when sent to this office for the State Property Tax Board's file.

BOND OF DELINQUENT TAX COLLECTOR

THE STATE OF TEXAS

COUNTY OF _____

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal,
and _____

as sureties, are held and firmly bound unto _____,
County Judge of _____ County and his successors in office in the just and full sum of _____ Dollars, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

WHEREAS, the said _____, a licensed attorney whose address is _____, Texas, has by means of a written agreement dated _____, 19____, entered into a contract with the Commissioners' Court of _____ County, for the collection of certain delinquent State and County taxes, during the term beginning _____, 19____, and ending _____, 19____, a copy of which agreement is by reference made a part hereof.

Now, therefore, the condition of this obligation is such that if the said _____ shall faithfully perform the services required of him by the terms of said contract, including the making of reports provided in Section XI thereof and shall fully indemnify and save harmless the said County of _____ from all cost and damage which it may suffer by reason of his failure to do so, and shall fully reimburse and repay the said County of _____ all outlay and expense which the said County may incur in making good any such default, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

IN TESTIMONY WHEREOF, witness our hands

'81 FEB 10 AM 8:23

RESOLUTION AND ORDER

On this the 12 day of January 1981, at a regular meeting of the Commissioners' Court of Upshur County, Texas, there came on for consideration the making of a contract for the collection of delinquent taxes, and motion was made by Charles L. Still County Commissioner of Precinct No. 3, seconded by Delmo Lawson County Commissioner of Precinct No. 1, that subject to approval by the State Property Tax Board and Attorney General of Texas said Commissioners' Court in behalf said County do make and enter into a contract with Edwin R. York, Jr. a licensed attorney, for the latter to collect delinquent taxes in said County for 15 % for the year ending December 31, 1981, of the amount of taxes, penalty and interest collected; and 20 % for any year after 1981 of the amount of taxes, penalty and interest collected, said contract to end on the 31st day of Dec. 1982, with six months thereafter to complete pending suits, requiring said attorney to give bond in the sum of \$ 250.00 and to be on forms currently promulgated and recommended by the State Property Tax Board.

Said motion being put to vote, it carried by a vote of 4 to 0. Those voting "Aye" were:

Delmo Lawson
J. W. Meadows
Charles L. Still
Floyd Drennan

Those voting "No" were:

It is therefore ordered that said contract be prepared and executed, submitted to the State Property Tax Board and Attorney General of Texas, and if approved by them, recorded in the minutes of this Court.

[Signature]
County Judge

[Signature]
County Commissioner
Precinct No 1

[Signature]
County Commissioner
Precinct No 2

[Signature]
County Commissioner
Precinct No 3

[Signature]
County Commissioner
Precinct No 4

THE STATE OF TEXAS
COUNTY OF UPSHUR

I, the undersigned, County Clerk of Upshur County, Texas, do hereby certify that the above and foregoing is a true and correct copy of a certain Resolution and Order, of the Commissioners' Court, of record in Volume 20, Page _____, of the Minutes of said Court.

Witness my official hand and seal this 12 day of January, 1981.



[Signature]
County Clerk

Upshur County, Texas

delinquent tax records of said county from 1939 to the date of the termination of this contract as fixed in Section IX hereof (including such personal property or insolvent taxes as the Commissioners Court and Second Party mutually deem collectible.)

II.

Taxes which become delinquent during the term of this contract shall become subject to the terms of this contract on July 1st of the year in which the same shall become delinquent. And further, with reference to taxes which may have fallen delinquent on February 1st or subsequent thereto next preceding the date of this contract, it is agreed that where suit is or has been brought on any property for prior years delinquent taxes, Second Party shall include in his action all taxes on the property involved, delinquent before trial, whether before or after July 1st of such year; and where the State and County are impleaded or intervene in a suit brought by another taxing unit, it shall be Second Party's duty to include in his answer or intervention all taxes delinquent before trial on the property involved, regardless of when such taxes become delinquent, in all such cases Second Party shall be entitled to the commission herein provided for collecting delinquent taxes.

III.

Second Party is to call to the attention of the County Tax Collector or other officials any errors, double assessments, or other discrepancies coming under his observation during the progress of the work and all charges on the tax rolls that show from 1939 to the date of the termination of this contract to be delinquent, which are caused through error, conflicts, double renditions, illegal assessments, etc. A certificate shall be prepared on forms furnished by the State Property Tax Board, Austin, Texas, showing how such errors came about, and which shall be sufficiently full and complete as to justify the Commissioners Court in ordering a certificate issued, and that will meet with the approval of the State Property Tax Board, Austin, Texas.

IV.

Second Party hereby agrees and obligates himself to communicate with each and every person, firm, association or corporation owing any of such taxes, with a view of collecting same, and shall, before filing suits for the recovery of delinquent taxes for any year or years prepare delinquent tax statements, and shall mail a tax notice to the owner or owners of said property at their last known address, covering all delinquent taxes shown to be due on the tax rolls of said county. This tax notice shall state the year or years delinquent, the amount of tax, penalty and interest due up to the date the tax notice is mailed and a correct description of the property. Second Party shall keep adequate records of the tax notice mailed so that the Tax Assessor-Collector of said county can verify that such notices were mailed. Once the tax notice has been mailed to the owner or owners as shown on the tax roll, the records of tax notices mailed and the tax statement shall be made available upon request to the Tax Assessor-Collector of said County at the Tax Assessor-Collector's office for his information and use. In the event that the taxes, together with penalty and interest, are not paid within thirty (30) days from the date such notices are mailed, then Second Party shall prepare, file and institute, as soon as practical thereafter, a suit for the collection of said taxes, penalty and interest, which suit shall include all past due taxes for all previous years on such tract or tracts; and where there are several lots in the same addition or subdivision delinquent, belonging to the same owner or owners, all said delinquent lots shall be made the subject of a single suit, and which suit shall be prosecuted with dispatch to final judgment and sale unless said taxes are sooner collected.

V.

Second Party, in preparation for mailing notices for the enforced collection of delinquent taxes on real property, shall, on the tax statements prepared under Section IV, show the amount of delinquent taxes due against each and every tract, lot or parcel of land, and shall show the number of acres

so delinquent and a correct description of the property, the year or years delinquent, and how it was charged upon the tax roll. This statement shall further contain the name of the owner or owners of the property at the time it became delinquent as indicated by the delinquent tax records.

Further when suit becomes necessary this statement shall also indicate the current owner, the Volume and Page of public record of his or their Deed or other title evidence which is of record and any other pertinent information gained through a diligent search. It shall further show the name of any and all outstanding lien-holders of record, and all other information necessary for the proper preparation and filing of suit or suits for the collection of delinquent taxes. Second Party shall perform these services at his own cost and expense, however, where it is necessary to file suit for the enforced collection of delinquent taxes on real property, Second Party shall have the authority to procure on behalf of First Party the necessary additional data and information as to the name, identity and location of necessary parties and in the procuring of necessary legal descriptions of the property and may sue in the name of First Party for the recovery of the actual cost of this information as court costs, as authorized by Article 7345B, Section 6, Vernon's Annotated Civil Statutes. It is agreed and understood that First Party will not be liable for any of the above mentioned cost

VI.

Second Party shall prepare, or aid and assist the County or District Attorney in preparing, all petitions, citations, notices by publication, personal service citations, notices by posting, judgments, notices of sale, orders of sale and any and all other things necessary or required to be done for the collection of all delinquent taxes, and shall render all necessary and proper assistance to each of the other officers to the end that all taxes assessed or unknown and unrendered now delinquent, or that may become delinquent during the life of this contract and be so reported on State Property Tax Board forms provided therefor, may be collected; and when collections are not made, to assist in reducing same to final judgment and sale

VII.

It is further agreed and understood that Second Party shall furnish, at his own expense, all stationery, legal blanks or forms, stamps, envelopes and printing, together with all labor necessary to complete said contract including labor and expense incurred in procuring data and information as to the name, identity and location of necessary parties, and in procuring necessary legal descriptions of the property as provided in Paragraph V in all cases where such expenses are not collected as costs against the defendant or defendants in the tax suit, but in no event shall such cost be paid to Second Party, either directly or indirectly, and Second Party shall pay off and discharge any and all bills for any other expenses incurred in the prosecution of said work, and it is hereby understood and agreed that said First Party shall not be responsible for the payment of such expense or any part thereof. However, expenses incurred in citing the defendant(s) by publication will be paid by the County to the newspaper making such publication as soon as practicable after receipt of the publisher's claim for payment pursuant to Article 7345(b)-2, V.C.S. Provided further that no costs shall be incurred for publications without prior approval of First Party's governing body.

VIII.

First Party agrees to pay to Second Party as compensation for the services hereunder required 15 percent (not to exceed fifteen (15) percent for the year ending December 31, 1981) of the amount collected of all delinquent taxes, penalty and interest subject to this contract actually collected and paid to the Collector of Taxes during the term of his contract; and 20 percent (not to exceed (20) percent for any year after 1981) of the amount collected of all delinquent taxes, penalty and interest subject to this contract actually collected and paid to the Collector of Taxes during the term of his contract; which Second Party is instrumental in collecting, including collection of taxes on property not appearing on the assessment rolls nor shown delinquent, but which would have been so shown had it been properly assessed, discovered by said Second Party, as and when collected, following the end of each month within the period of this contract, accordingly as the Collector makes up his

monthly reports. The percent of compensation here referred to shall be contingent upon the collection of such taxes as by Act of the Legislature are required to be collected. Should any remission of penalty and interest on taxes appearing on the delinquent records be made by legislative enactment effective during the period of this contract, the same shall not be collected nor commission allowed thereon. Also, ad valorem taxes, delinquent, levied against State-owned property for county and district purposes, the payment of which is to be taken care of by legislative appropriation provided for by Statute, are excluded from the provisions of this contract. Second Party shall not receive or collect any taxes, penalty or interest under this contract, but the same shall be paid to the Tax Assessor-Collector as other delinquent taxes.

IX.

This contract shall be in force from Jan. 12 19 81 to Dec. 31 1982, both dates inclusive, (not to exceed beyond December 31, 1982, the end of the present administration of the Commissioners' Court), and at the expiration of said period this contract shall terminate, except the contractor shall be allowed six (6) months in which to prosecute to trial court judgment suits filed prior to Dec. 31 19 82, terminating date of this contract, and shall handle to conclusion all suits in which trial court judgments are obtained during the period of this contract and which are appealed by any party. Further, if the Parties execute a renewal or extension contract within 30 days after the above termination date, Second Party is entitled to the compensation provided in Section VIII for 30 days after the above expiration date. The Commissioners' Court and the State Property Tax Board shall have the right to sooner terminate this contract for cause, giving thirty (30) days written notice of such intention, with a statement of the cause or reasons for such termination, after giving Second Party a reasonable opportunity of explaining or rectifying the same. In case of such termination, Second Party shall be entitled to receive and retain all compensation due up to the date of said termination.

X.

Before any commissions are paid out under the terms of this contract, Second Party shall furnish a good and sufficient bond, payable to the County Judge and to his successors in office, in the sum of \$250.00 Dollars, (not to be less than \$250.00 accordingly as the Commissioners' Court deems just and proper) to be executed by a solvent surety company; or if executed by private parties, the bond shall be signed by at least three good and sufficient sureties owning unencumbered real estate subject to execution, of value equal to the amount of bond and conditioned upon the specific performance of the terms hereof, and further conditioned that he shall forthwith pay over to the Tax-Collector, or other persons justly entitled thereto, any money or commissions paid him by mistake, through error, or otherwise. Said bond shall be approved in open Commissioners' Court, signed by the County Judge, filed and recorded in the County Clerk's office, and a certified copy of same furnished to the State Property Tax Board.

XI

At the end of each month, or as soon thereafter as the Tax Assessor-Collector shall have made up his report showing collections made for such month, the County Tax Assessor-Collector is hereby authorized and directed to deduct the above specified percent of said taxes, penalty and interest, or such amount as can be allowed under the penalty and interest restriction, to which Second Party is entitled, and to pay the same to him unless otherwise herein directed, and to take his receipt as provided for by the State Property Tax Board, which when received in the Board's office will be the Board's authority to allow said Tax Assessor-Collector credit for the amount so paid. The Tax Assessor-Collector, before complying with the provisions of this Section, shall first satisfy himself that the bond required of Second Party under the provisions of Section X of this contract has been approved and placed on record in the office of the County Clerk and that this contract has been approved by the State Property Tax Board and the Attorney General; and it is hereby further provided, that should any questions arise regarding commission or an

amount equal thereto, placing the same in escrow, and apply to the State and County, accordingly as they may be affected, for information and direction as to the proper amount of commission due to be allowed under the terms of this contract.

XII.

It is further agreed and understood that this contract is for personal services and is not transferable or assignable without the written consent and approval of First Party. It is also agreed that the Commissioners' Court of said county shall furnish suitable space in or near the courthouse, as convenient to the records of said county as may be, for the purpose of carrying out the obligations of this contract by Second Party.

XIII.

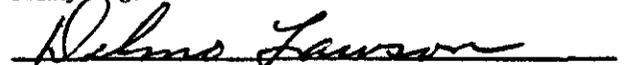
It shall be the duty of the Commissioners' Court and of all other officials of said county to cooperate with and render such reasonable assistance to said Second Party as the circumstances may require. Said assistance, however, is not to include the actual performance of the work herein designated to be performed by Second Party; and it being the duty of the County Attorney or of the District Attorney (where there is no County Attorney) to actively assist Second Party in the filing and pushing to a speedy conclusion all suits for the collection of delinquent taxes, it is hereby provided that where the County Attorney or District Attorney (where there is no County Attorney) shall fail or refuse to file and prosecute such suits in good faith, the Attorney prosecuting suits under this contract is here fully empowered and authorized to proceed with such suits without the joinder and assistance of said County or District Attorney. Second Party shall not become the purchaser of any property at tax sales under his contract, nor shall Second Party benefit directly or indirectly from the performance of this contract except to the extent of compensation provided in Paragraph VIII of this contract.

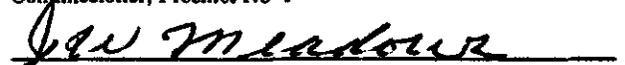
IN CONSIDERATION of the terms and compensation herein stated, the Second Party hereby accepts said employment and undertakes the performance of said contract as above written.

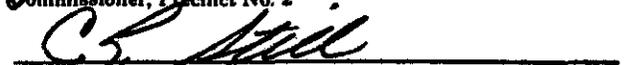
WITNESS the signature of all parties hereto in triplicate originals, this the 12th day of January, A.D. 19 81, Upshur County, State of Texas.

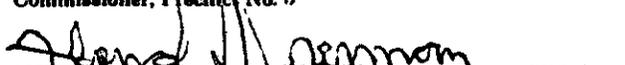
BY:


County Judge

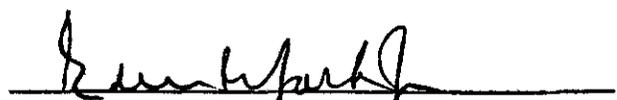

Commissioner, Precinct No 1


Commissioner, Precinct No. 2


Commissioner, Precinct No. 3


Commissioner, Precinct No 4

FIRST PARTY


SECOND PARTY

VOL 20 PG 1048

THE STATE OF TEXAS
STATE PROPERTY TAX BOARD

Examined and approved as to substance and form, on this the 5th day of February
A.D., 1981

Larry Luedtke for Kenneth Trauber
EXECUTIVE DIRECTOR
STATE PROPERTY TAX BOARD

Examined and approved as to substance and form, on this the 30th day of January
A.D., 1981

Mark White
ATTORNEY GENERAL

By: John McDaniel
Assistant Attorney General

THE STATE OF TEXAS §
 §
COUNTY OF NAVARRO §

I Edwin R. York, Jr., a duly licensed attorney,
do certify that I have no business connection with any county office or officer within
Upshur County; and that I am not related within the second degree of affinity or
within the third degree of consanguinity to any member of the Commissioners' Court, the Tax Collector,
or County or District Attorney now holding office in Upshur County.

Edwin R. York, Jr.
ATTORNEY

Subscribed and sworn to before me, by the said Edwin R. York, Jr.,
this the 5th day of December, 1980, to certify which witness my hand and seal of office.



J. Carolyn Bennett
Notary Public in and for Navarro
County, Texas
"My commission expires the 19th day of
September, 1984."

FILED
J.B. HILL, JR.
CLERK UPSHUR COUNTY
'81 FEB 10 AM 8:25