



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

August 31, 1981

Commissioners Court met in Special Session with all members present.

Judge Dean read the minutes of August 24, 1981 meeting. Motion was made by J. W. Meadows and seconded by Delmo Lawson for the minutes to stand as read. Motion carried.

Motion made by J. W. Meadows and seconded by Charles Still to approve application submitted by Arkla Gas to drill under Cedar Springs Road to install pipe. Motion carried. (Copy attached.)

Motion made by Floyd Drennan and seconded by Charles Still to Approve Special Road Use Agreement Contract submitted by William Robertson to use Mimosa Road for hauling logs. Motion carried. (Copy attached.)

Motion made by Charles Still and seconded by Floyd Drennan to approve Special Road Use Agreement Contract submitted by Texas Oil and Gas to use Silver Maple Road for removal of gravel. Motion carried. (Copy attached.)

Motion made by Floyd Drennan and seconded by J. W. Meadows to approve Special Road Use Agreement Contract submitted by Texas Oil and Gas to use Cedar Road for removal of gravel. Motion carried. (Copy attached.)

Motion made by Floyd Drennan and seconded by J. W. Meadows to approve Special Road Use Agreement Contract submitted by Estate of W. D. McBee to use Armadillo and Cherokee Trace Roads for removal of gravel. Motion carried. (Copy attached.)

Motion made by Charles Still and seconded by Floyd Drennan to approve an order from Judge Virgil Mullinax to fix the salary of Official Court Reporter for the 115th Judicial District Court, composed of Upshur, Wood and Marion Counties. Salary to be Twenty Three Thousand, One Hundred Dollars per annum. Motion carried. (Copy attached.)

Motion made by Delmo Lawson and seconded by J. W. Meadows to appoint to the Upshur County Child Welfare Board five persons to serve three-year terms. Appointed were Mrs. Crystal Brymer, Billie Ruth Cramer, Beverly Winn, Mary Ann Patterson and Barbara Teftellar. Motion carried.

Motion made by Floyd Drennan and seconded by J. W. Meadows to appoint Cathy McDaniels to a one year term on the Upshur County Child Welfare Board. Motion carried.

Motion made by J. W. Meadows and seconded by Delmo Lawson to accept Dental Plan for County Employees as submitted. Motion carried.

Motion made by Charles Still and seconded by Delmo Lawson to pay expenses for Judge Dean to attend the Probate Judges Conference in Fort Worth on September 9-11. Motion carried.

Motion made by Floyd Drennan and seconded by Delmo Lawson to approve Tax Assesor Collectors Supplemental Assesment Roll. Motion carried.

Motion made by Charles Still and seconded by J. W. Meadows to approve County Treasurer Attending Treasurer's Conference in Kerville September 22, 1981. Motion carried.

Motion made by Judge Dean and seconded by Delmo Lawson to give the County Sheriff (Dale Jewkes) permission to purchase radio crystals for DPS radios in order for departments to have contact with each other. Motion carried.

Motion made by Delmo Lawson and seconded by Charles Still for any and all deeds purchased for ROW for Hwy. 300 to be presented to court for approval. Motion carried.

Motion made by Delmo Lawson and seconded by J. W. Meadows to approve permit application to install a culvert within the ROW of Mockingbird Road. Motion carried.

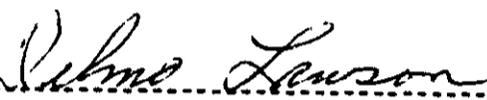
Motion made by Delmo Lawson and seconded by Floyd Drennan to approve payroll addition of new employees - Frank Bless, Sheriff's Office - Mary Player, County Clerk's Office - William Nation, Precinct 3. Motion carried. Copy attached.

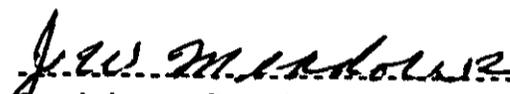
VOL. 21 PG. 612

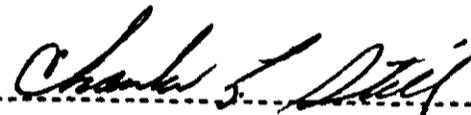
Motion made by J. W. Meadows and seconded by Delmo Lawson to pay outstanding bills.
Motion carried.

Motion made by Delmo Lawson and seconded by Floyd Drennan to adjourn. Motion carried.


.....
County Judge


.....
Commissioner, Pct. #1


.....
Commissioner, Pct. #2


.....
Commissioner, Pct. #3


.....
Commissioner, Pct. #4

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAYDate 8-24-81TO: THE UPSHUR COUNTY COMMISSIONERS COURT
COUNTY OF UPSHUR
GILMER, TEXAS

Formal notice is hereby given that ARKLO Gas Company
whose principal address is P.O. Box 859 Gilmer, Tex
does propose to place a 2" PE 2306 GAS LINE
within the ROW of County Road Cedar Spgs. Rd. off Hwy 155
as follows: To Drill under Cedar Spgs. Road
with 2" PE 2306 GAS PIPE and continue north
on Gravel Road approximately 360 feet.

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

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

Proposed construction will begin, if approved, on or after
AUGUST 25 day of _____, 1981.

FIRM: ARKLO Gas CompanyTITLE: J.H. Stephenson Mgr.ADDRESS: P.O. Box 859 Gilmer

Approved
8-31-81

'81 AUG 31 AM 10:34

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

ARKANSAS LOUISIANA GAS COMPANY

ENGINEERING DIAGRAM

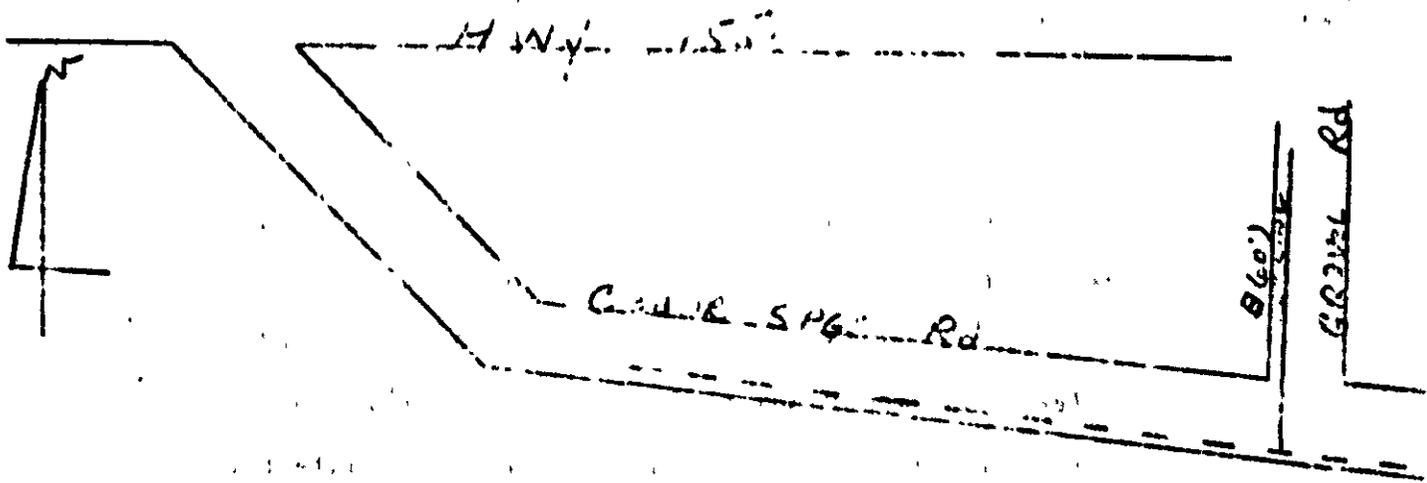
J. O. NO _____ W. O. NO _____ COUNTY Madison STATE Texas

PIPE LAID OR REMOVED

SIZE	STEEL, C I, PLASTIC	HOW COUPLED	AMOUNT	WEIGHT PER FOOT	WALL THK	GRADE	NEW OR RE	LOADING	MANUFACTURER	OTHER
2"	Plastic	Welded	60			3	NEW	PE 1104	PLASCO	

FITTINGS AND OTHER MATERIAL

WORK COMPLETED _____ IN _____ INV MAP _____ SERVICE MAP _____ STREET _____
FOREMAN Tom Simpson TOWN Chisholm PLAT NE 357 EXTENSION



--- EXISTING GAS LINE
— PROPOSED GAS LINE

BELOW FOR USE OF ENGINEERING DEPARTMENT

C P: STA ETC.	LAID	REMOVED	INV MAP
SIZE			

DIAG NO _____ CHECKED _____ POSTED AT _____ BY _____

Tom Simpson
8-31-81

FILED
J.B. HILL, JR.
CLERK DEKALB COUNTY
81 AUG 31 AM 10:34

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, William Robertson, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 4, Upshur County, Texas, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 4, over which Commissioner has jurisdiction and obligation to maintain in good repair and both parties being aware of possible damage to said roads as a result of hauling on and over same enter into the following agreement.

1.

First Party agrees to use only that section of (describe road) Mimosa Road

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 the 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. 4, Upshur County.

4.

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

FILED
J. B. HILL, JR.
CLERK UPSHUR COUNTY
AUG 31 AM 10:33

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.*

b.

Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.S.C., 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 31 day of August A.D. 1981.

91 1/2 E. 1st St. Ore City
FIRST PARTY RE. 1 Box 101
Ore City, Texas 75683

Ernest Deon
COUNTY JUDGE

Debra Lawson
COMMISSIONER, PRECINCT 1

Joe Meadows
COMMISSIONER, PRECINCT 2

Chad Little
COMMISSIONER, PRECINCT 3

Donald Cannon
COMMISSIONER, PRECINCT 4

* Strike if not applicable

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, Texas Oil & Gas 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) Silver Maple Road

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 the 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 operation on the part of First Party.

FILED
J.B. HILL, JR.
CLERK UPSHUR COUNTY
AUG 31 AM 10:33

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.*

6.

Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.S.C., 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 21 day of August, A.D. 1981.

Mark Redwine
FIRST PARTY Texas Oil & Gas Co.

Edward Dean
COUNTY JUDGE

Delmo Larson
COMMISSIONER, PRECINCT 1

Joe Meadows
COMMISSIONER, PRECINCT 2

Charles L. Still
COMMISSIONER, PRECINCT 3

Alvin J. Dameron
COMMISSIONER, PRECINCT 4

* Strike if not applicable

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, Texas Oil & Gas Co., hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 4, Upshur County, Texas, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 4, over which Commissioner has jurisdiction and obligation to maintain in good repair and both parties being aware of possible damage to said roads as a result of hauling on and over same enter into the following agreement.

1.

First Party agrees to use only that section of (describe road) Cedar Road

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 the 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. 4, Upshur County.

4.

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

FILED
J.B. HILL, JR.
CLERK UPSHUR COUNTY
AUG 31 AM 10:33

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.*

6.

Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.S.C., 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 31 day of August A.D. 19 81.

Mich. J. D. [Signature]
FIRST PARTY Texas Oil & Gas Co.

[Signature]
COUNTY JUDGE

[Signature]
COMMISSIONER, PRECINCT 1

[Signature]
COMMISSIONER, PRECINCT 2

[Signature]
COMMISSIONER, PRECINCT 3

[Signature]
COMMISSIONER, PRECINCT 4

* Strike if not applicable

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, Estate of W. D. McBee, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 4, Upshur County, Texas, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 4, over which Commissioner has jurisdiction and obligation to maintain in good repair and both parties being aware of possible damage to said roads as a result of hauling on and over same enter into the following agreement.

1.

First Party agrees to use only that section of (describe road) Armadillo and Cherokee Trace Roads

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 the 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. 4, Upshur County.

4.

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

FILED
J.B. HILL, JR.
CLERK UPSHUR COUNTY
'81 AUG 31 AM 10:33

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.*

6.

Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.S.C., but the rights and authority granted the Commissioner by the terms of Article 6716 V.A.S.C. 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 31 day of August, A.D. 19 81.

W. D. McBee
FIRST PARTY Estate of W. D. McBee
2100 LTV Tower
Dallas, Texas 75201

David Deane
COUNTY JUDGE

Selma Lawson
COMMISSIONER, PRECINCT 1

J. W. Meadows
COMMISSIONER, PRECINCT 2

Charles L. Still
COMMISSIONER, PRECINCT 3

Donald D. [unclear]
COMMISSIONER, PRECINCT 4

* Strike if not applicable

THE STATE OF TEXAS) IN THE 115TH JUDICIAL DISTRICT
) COURT, UPSHUR, WOOD AND
COUNTY OF UPSHUR) MARION COUNTIES, TEXAS

O R D E R

WHEREAS, the 62nd Legislature of the State of Texas enacted into Law by the passage of H.B. 384 an Act relating to compensation, expenses and allowances of certain officers and employees; and said statute became effective January 1, 1972; and

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

IT IS THEREFORE ORDERED that as of January 1, 1982, the salary of the Official Court Reporter for the 115th Judicial District Court, composed of Upshur, Wood and Marion Counties, Texas be and the same is hereby fixed at the sum of Twenty Three Thousand, One Hundred Dollars (\$23,100.00) per annum, to be paid by Upshur County in twelve (12) equal monthly installments, and that said Official Court Reporter shall be registered as an employee of Upshur County to receive and take part in all the employee benefits of said county, with each county contributing to the total employee benefit expenses and salary a portion which the population of the county, according to the last preceding federal census, bears to the total population of the counties comprising the judicial district.

MADE AND ENTERED THIS 19th day of August, 1981, in Upshur County, Texas, Wood County, Texas, and Marion County, Texas, and the Clerk of the District Court in each County is directed to enter this Order on the Civil Minutes of the 115th Judicial District Court of his County.

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



Judge, 115th Judicial District of Texas

TO: PAYROLL DEPARTMENT

VOL. 21 PG. 631

PLEASE ENTER THE FOLLOWING CHANGE(S) IN YOUR RECORDS TO TAKE

EFFECT 8-17-81
(DATE & TIME)

EMPLOYEE Frank Bless

SOCIAL SECURITY NO _____ CLOCK NO _____

THE CHANGE(S)

<input checked="" type="checkbox"/> CHECK ALL APPLICABLE BOXES	FROM	TO
<input checked="" type="checkbox"/> DEPARTMENT		Sheriff
<input checked="" type="checkbox"/> JOB		Tailer / Dispatcher
<input type="checkbox"/> SHIFT		
<input checked="" type="checkbox"/> RATE		946.00
<input type="checkbox"/>		

REASON FOR THE CHANGE(S)

- HIRED
 - RE HIRED
 - PROMOTION
 - TRANSFER
 - SENIORITY INCREASE
 - UNION SCALE
 - LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)
 - OTHER (EXPLAIN) _____
- PROBATIONARY PERIOD COMPLETED
 - LENGTH OF SERVICE INCREASE
 - RE EVALUATION OF EXISTING JOB
 - RESIGNATION
 - RETIREMENT
 - LAYOFF
 - DISCHARGE

CHANGE AUTHORIZED BY Jan B... DATE _____

CHANGE APPROVED BY _____ DATE _____

VOL 21 PG 632

TO: PAYROLL DEPARTMENT

PLEASE ENTER THE FOLLOWING CHANGE(S) IN YOUR RECORDS TO TAKE

EFFECT 8-24-81
(DATE & TIME)

EMPLOYEE Mary J. Player

SOCIAL SECURITY NO _____ CLOCK NO _____

THE CHANGE(S)

<input checked="" type="checkbox"/> CHECK ALL APPLICABLE BOXES	FROM	TO
<input checked="" type="checkbox"/> DEPARTMENT		co. clerk
<input checked="" type="checkbox"/> JOB		deputy
<input type="checkbox"/> SHIFT		
<input type="checkbox"/> RATE		
<input type="checkbox"/>		

REASON FOR THE CHANGE(S)

- HIRED
 - REHIRED
 - PROMOTION
 - DEMOTION
 - TRANSFER
 - PAY INCREASE
 - POSITION SCALE
 - LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)
 - OTHER (EXPLAIN) _____
- PROBATIONARY PERIOD COMPLETED
 - LENGTH OF SERVICE INCREASE
 - RE-EVALUATION OF EXISTING JOB
 - RESIGNATION
 - RETIREMENT
 - LAYOFF
 - DISCHARGE

FILED
JUL 31 10:56 AM '81
CLERK

CHANGE AUTHORIZED BY [Signature] DATE 8-26-81

CHANGE APPROVED BY _____ DATE _____

TO: PAYROLL DEPARTMENT

VOL. 2/ PG 633

PLEASE ENTER THE FOLLOWING CHANGE(S) IN YOUR RECORDS TO TAKE

EFFECT _____ (DATE & TIME)

EMPLOYEE William L. Nation

SOCIAL SECURITY NO 464-20-8582 CLOCK NO _____

THE CHANGE(S)

CHECK ALL APPLICABLE BOXES	FROM	TO
<input checked="" type="checkbox"/> DEPARTMENT		Precinct 3
<input type="checkbox"/> JOB		
<input type="checkbox"/> SHIFT		
<input type="checkbox"/> RATE		
<input type="checkbox"/>		

REASON FOR THE CHANGE(S)

- REHIRED
- PROMOTION
- DEMOTION
- TRANSFER
- MERIT INCREASE
- UNION SCALE
- PROBATIONARY PERIOD COMPLETED
- LENGTH OF SERVICE INCREASE
- RE EVALUATION OF EXISTING JOB
- RESIGNATION
- RETIREMENT
- LAYOFF
- DISCHARGE

LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)

OTHER (EXPLAIN) _____

CHANGE AUTHORIZED BY Charles F. [Signature] DATE 8-17-81

CHANGE APPROVED BY _____ DATE _____

VOL 21 PG 634

LONGVIEW
BANK & TRUST
LONGVIEW, TEXAS 75008

LAWYERS TITLE AGENCY OF HARRISON COUNTY

422 N. GREEN 757-5110
LONGVIEW, TEXAS 75001

2253

Sept. 11, 1981

88 2323
1110-01

PAY TO THE ORDER OF COUNTY CLERK, UPSHUR COUNTY

\$ 150.00

ONE HUNDRED FIFTY AND NO/100

DOLLARS

THIS CHECK IS DELIVERED FOR PAYMENT ON THE FOLLOWING ACCOUNT

copies for September, 1981

LAWYERS TITLE AGENCY
OF HARRISON COUNTY

[Handwritten Signature]

⑈002253⑈ ⑆111923238⑆ ⑈

02 0631 8⑈

18 SEP 14 AM 8:52

FILED
IN HARRISON COUNTY
CLERK'S OFFICE