



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

November 30, 1981

Commissioners Court met in Special Session with all members present. Judge Dean read the minutes of the previous meeting. Motion by Delmo Lawson seconded by J. W. Meadows to approve the minutes as read. Motion carried.

The Court heard a lengthy discussion concerning the purchase of a computer by the County. Mr. Wilfred Parker, Dwight Brannon and Keith Barber along with several others gave their views and suggestions on the next steps to take. The Court agreed that additional research was needed. Motion by Judge Dean seconded by Charles Still to appoint a committee to research the problem and report back to the Court at the Regular Meeting in January. Members of the committee are Wilfred Parker, Keith Barber, Dwight Brannon and Bill Jones. Motion carried.

Motion by Delmo Lawson seconded by J. W. Meadows to approve a Special Road Use Agreement Contract by Powco Oil and Gas for use of Mockingbird Lane. Motion carried. Copy attached.

Motion by Charles Still seconded by Floyd Drennan to approve a Permit Application by Etex Telephone Coop. to place a buried telephone cable within the ROW of Black Walnut Road. Motion carried. Copy attached.

Motion by Delmo Lawson seconded by J. W. Meadows to approve a Special Road Use Agreement Contract by Luckwood Construction, Inc. for use of Willow Oak and Fir Roads. Motion carried. Copy attached.

Motion by Delmo Lawson seconded by J. W. Meadows to approve a Special Road Use Agreement Contract by Luckwood Construction, Inc. for use of Bob O Link Trail. Motion carried. Copy attached.

Motion by Charles Still seconded by Floyd Drennan to approve a permit application by Mary Hayes to place a driveway within the ROW of Crabapple Road. Motion carried. Copy attached.

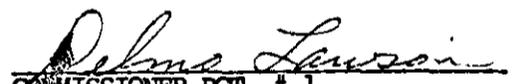
Motion by Charles Still seconded by Floyd Drennan to approve a permit application by R. L. Gordon to place a culvert within the ROW of Sweet Gum Road. Motion carried. Copy attached.

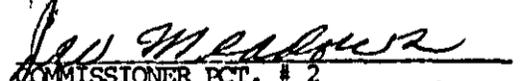
Motion by J. W. Meadows seconded by Floyd Drennan to approve the payment of the unpaid bills. Motion carried. Copy attached.

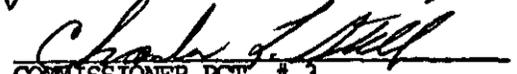
Motion by Charles Still seconded by Delmo Lawson to place in the minutes a letter from the Texas Justice Court Training Center in San Marcos, Texas, stating that Judges W. S. Chasteen, Howard Clifton, J. A. Wheeler and W. V. Ray have successfully completed a twenty hour course in the responsibilities of the office of Justice of the Peace. Motion carried. Copy attached.

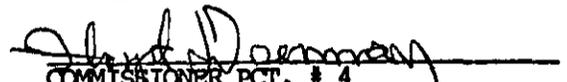
Motion by J. W. Meadows seconded by Delmo Lawson to adjourn. Motion carried.


COUNTY JUDGE


COMMISSIONER PCT. # 1


COMMISSIONER PCT. # 2


COMMISSIONER PCT. # 3


COMMISSIONER PCT. # 4

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, Powco Oil & Gas,
hereinafter referred to as First Party, enters into and makes
an agreement with Upshur County Commissioner of Precinct No. 1,
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. 1, 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) Mockingbird Lane

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 drilling equipment from its lands located in Precinct No. 1, 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.

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 30 day of November A.D. 1981.

[Signature]
FIRST PARTY Powco Oil & Gas
P.O. Box 86
Gilmer, Texas

[Signature]
COUNTY JUDGE

[Signature]
COMMISSIONER #1

[Signature]
COMMISSIONER #2

[Signature]
COMMISSIONER #3

[Signature]
COMMISSIONER #4

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 3
DATE November 25, 1981

Formal notice is hereby given that Etex Telephone Coop.
whose principal address is P.O. Box 130, Gilmer, Texas 75644
does propose to place a buried telephone cable
within the ROW of County Road Black Walnut Road
as follows:

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

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

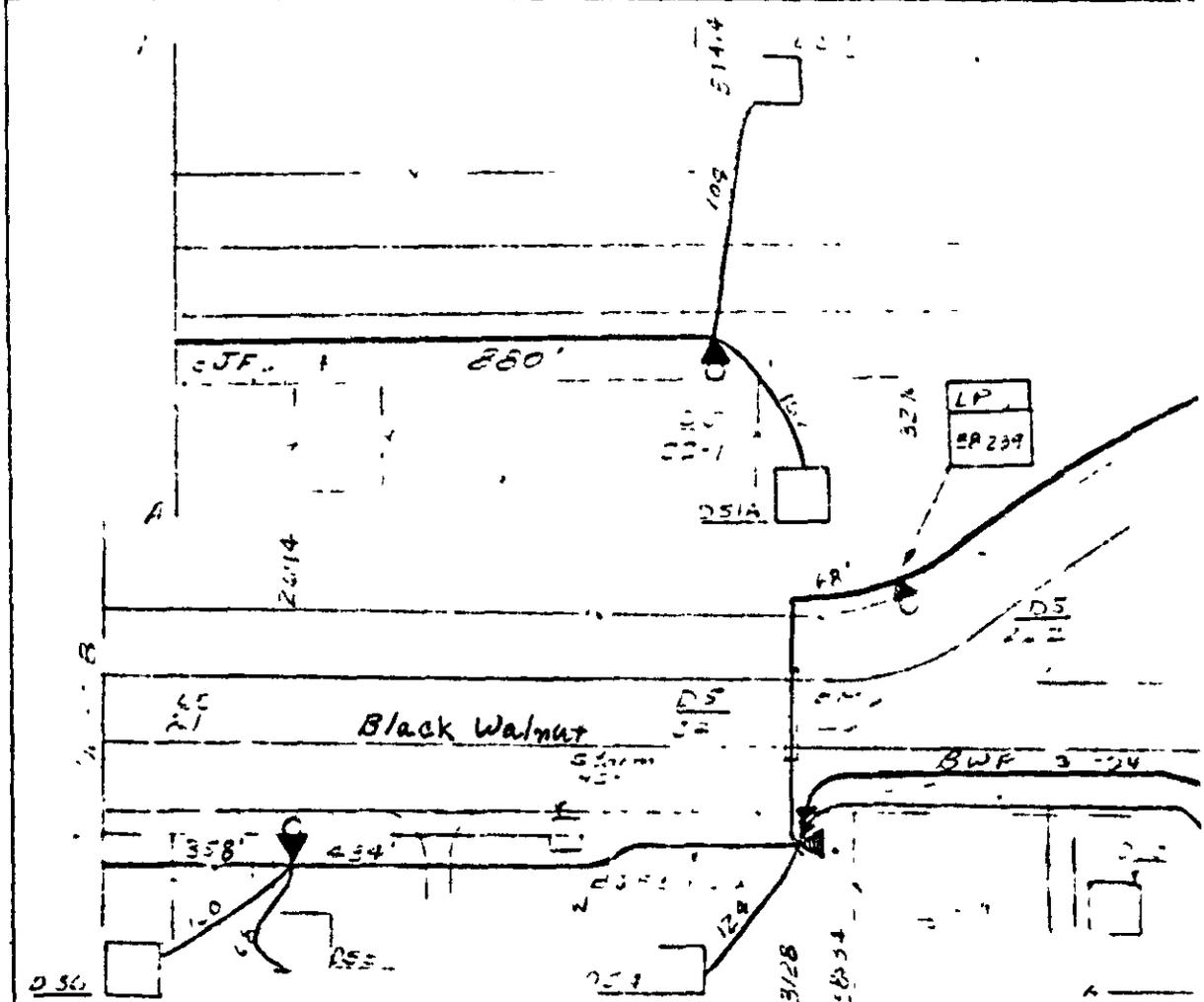
Proposed construction will begin, if approved, on or after
_____ day of _____, 19____.

NAME: Connie Mitchell

TITLE Right of Way Agent

ADDRESS P.O. Box 130, Gilmer, Texas 75644

DATE REVISED	STAKED BY <u>F E C</u>	ENGINEER
	DATE <u>7-7-74</u>	
	COUNTY	
EASEMENT APPROVED BY	PLACED IN SERVICE	PROJECT



PED NO	BOF 24	BOF 4A	BOF 4A	BOF 32-8	BOF 32-3	TRENCH	BM-70	BM-61	BM-61	BM-61	BM-61	BM-61
21												
22	1											
22-1		1					2					
22-2			1		1			20				
23												
TOTAL			1		1		2					

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, Luckwood Construction, Inc., hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 1, 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. 1, 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) Willow Oak and Fir 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 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. 1, 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.

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 30 day of November

A.D. 19 81.

[Signature]
FIRST PARTY Luckwood Construction, Inc.
P.O. Box 1168
Gladewater Texas 75647

[Signature]
COUNTY JUDGE

[Signature]
COMMISSIONER #1

[Signature]
COMMISSIONER #2

[Signature]
COMMISSIONER #3

[Signature]
COMMISSIONER #4

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, Luckwood Construction, Inc., hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 1, 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. 1, 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) Bob O Link Trail

2.

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

3.

First Party agrees to grade, maintain and otherwise repair said road using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing gravel from its lands located in Precinct No. 1, 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.

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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 30 day of November A.D. 19 81.

L. Scott Lamm
FIRST PARTY Lamm Section
Luckwood Cons truction, Inc.
P.O. Box 1168
Gladewater, Texas 75647

James H. Dean
COUNTY JUDGE

Delmo Lawson
COMMISSIONER #1

Joe Meadows
COMMISSIONER #2

C. J. Hill
COMMISSIONER #3

Wayne D. Herman
COMMISSIONER #4

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 3
DATE November 24, 1981

Formal notice is hereby given that Mary Hayes
whose principal address is 2025 International Apt. 26B, Orange, Tx.
does propose to place a driveway installation
within the ROW of County Road Crabapple Road
as follows:

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

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

Proposed construction will begin, if approved, on or after _____ day of _____, 19____.

NAME: Mary C. Hayes

TITLE _____

ADDRESS _____

[Signature]
11-30-81

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 3
DATE Nov. 30, 1981

Formal notice is hereby given that R. L. Gordon
whose principal address is Rt. 2 Box 290, Gladewater, Texas 75647
does propose to place a culvert installation
within the ROW of County Road Sweet Gum Road
as follows:

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

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

Proposed construction will begin, if approved, on or after _____ day of _____, 19____.

NAME _____

TITLE _____

ADDRESS _____

R. L. Gordon
11-30-81

November 30, 1981

GENERAL FUND

<u>Claim No.</u>	<u>Pay To:</u>	<u>Classification</u>	<u>Amount</u>
195	Sands Motel	Services & Charges	160.00
196	Carl H. Gage	Services & Charges	75.00
197	Texas Criminal Justice Division	Services & Charges	1,039.56
198	Burnice Ashbrook	Services & Charges	9.20
199	City of Gilmer	Services & Charges	157.98
200	Arkla Gas	Services & Charges	2.74
201	Kathy Davidson	Services & Charges	31.28
202	General Telephone	Services & Charges	40.60
203	IBM Corporation	Supplies	383.25
-	-	S&C	7,225.25
			7,608.50

UNDIVIDED ROAD & BRIDGE

2	Gilmer National Bank	C.D. Purchase	100,000.00
3	R&B 1,2,3&4	Transfers	34,000.00

ROAD & BRIDGE #1

33	Salary Fund	Salaries	6,250.49
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ROAD & BRIDGE #2

38	Salary Fund	Salaries	6,986.79
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ROAD & BRIDGE #3

44	Salary Fund	Salaries	7,282.09
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ROAD & BRIDGE #4

35	Salary Fund	Salaries	8,068.50
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PERM SCHOOL FUND

8	Gilmer National Bank	C.D. Purchase	185,000.00
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TEXAS JUSTICE COURT TRAINING CENTER

SOUTHWEST TEXAS STATE UNIVERSITY
San Marcos, Texas 78666
(512) 245-2349

November 25, 1981

Hon. Everett Dean
Upshur County
Courthouse
Gilmer, Texas 75644

Dear Judge Dean:

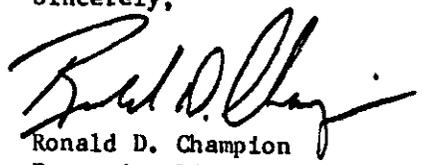
During the week of November 17-20, 1981, Judges W. S. Chasteen, Howard Clifton, H. A. Wheeler and W. V. Ray successfully completed a twenty hour course in the responsibilities of the office of Justice of the Peace. Article 5972 of the Texas Revised Civil Statutes requires each newly elected/appointed Justice of the Peace to complete a forty hour course in the responsibilities of the J.P. office and additionally to complete a twenty hour course each year thereafter. This article encompasses all justices who took office since August 30, 1963 and are not licensed attorneys. This training program is provided at virtually no cost to the county through a grant from the Governor's Office, Criminal Justice Division.

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We at the Training Center realize how important it is to you and the people you serve to insure that your county Justices of the Peace are properly trained and equipped to carry out the duties and obligations of the office. As ninety to ninety-five percent of our citizenry have their one and only contact with a lower court judge, it is imperative that this contact be as judicious as possible.

You may wish to enter this letter in the minutes of your next commissioners court meeting in order that it may become a permanent record. If we at the Training Center can ever be of assistance, please do not hesitate to call.

Sincerely,



Ronald D. Champion
Executive Director