



UPSHUR COUNTY COMMISSIONERS COURT

WILMER, TEXAS

October 24, 1983

Commissioners Court met in Special Session with all members of the court present.

Judge Dean read the minutes of the October 17th meeting. Motion by Delmo Lawson seconded by Paul Davis. Motion carried.

Motion by Delmo Lawson seconded by J.W. Meadows to accept the resignation of R. A. Cooper as election Judge for Pct. #27 Union Grove. Motion carried. Copy attached.

Motion by Delmo Lawson seconded by J.W. Meadows to approve Tom Idom as election judge for Pct. #27 Union Grove. Motion carried. Copy attached.

Motion by Charles Still seconded by Paul Davis to accept oil leasing with Cooper Oil and Gas Co. to lease blocks 70-71-84 and 85 for three years, and to notify the oil company that ownership of blocks 70 and 85 are questionable. Motion carried. Copy attached.

Motion by Charles Still seconded by Delmo Lawson to approve a Special Road Use Agreement by Combs Enterprise for the use of Water Tower East and Water Tower West, and Dial Roads. Motion carried. Copy attached.

Motion by Charles Still seconded by J.W. Meadows to approve a Permit Application by Continental Telephone to place a buried cable within the ROW of Aspen Trail on condition that Continental follow the routing that the court lays out. Motion Carried. Copy attached.

Motion by Paul Davis seconded by Charles Still to approve a Special Road Use Agreement by W. D. McBee Estate for the use of Armadillo and Bison Roads. Motion carried. Copy attached.

Motion by Delmo Lawson seconded by J.W. Meadows to approve a Special Road Use Agreement by Luckwood Const. Co. for the use of Fur Road. Motion carried. Copy attached.

Motion by Delmo Lawson seconded by J.W. Meadows to approve a Special Road Use Agreement by Luckwood Const. Co. for the use of Bob O Link Road. Motion Carried. Copy attached.

Motion by J.W. Meadows seconded by Delmo Lawson to approve a Permit Application by J.W. McCurry Sr. to place a culvert installation within the ROW of Lavender Road. Motion carried. Copy attached.

Motion by Delmo Lawson seconded by J.W. Meadows to approve a Permit Application by W. S. Huffhines to place a culvert installation within the ROW of Motion carried. Copy attached.

Motion by Delmo Lawson seconded by J.W. Meadows to approve a Permit Application by Bill Harrison to place a culvert installation within the ROW of Bob O Link Road. Motion carried. Copy attached.

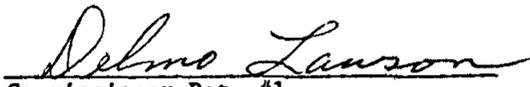
Motion by J.W. Meadows seconded by Delmo Lawson to approve Hiring Melody Keith as switchboard operator for the Court House. Motion carried.

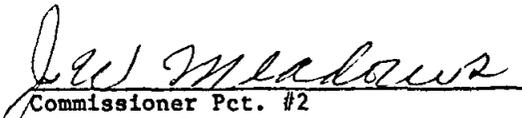
Judge Dean took bids on Auto Insurance. Bids taken were from, Brownrigg Insurance Agency of Marshall, Terry Insurance Agency of Hughes Springs and Southwest Insurance Agency of Austin, Texas. Motion by Paul Davis seconded by J.W. Meadows to turn bids over to the County Auditor for him to look over. Motion carried.

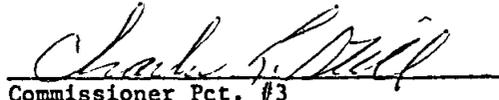
Motion by Delmo Lawson seconded by Paul Davis to approve the payment of the unpaid bills. Motion carried. Copy attached.

Motion by Charles Still seconded by Pual Davis to go into Executive Session.
Motion carried.


County Judge


Commissioner Pct. #1


Commissioner Pct. #2


Commissioner Pct. #3


Commissioner Pct. #4

October 20, 1983

Mr. J. B. Hill, County Clerk
Upshur County Courthouse
Gilmer, Texas 75644

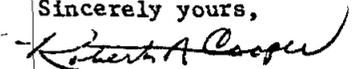
Dear J.B.,

I'm in receipt of the letter from Judge Dean regarding the election
November 8, 1983.

I would like to appoint Tom Idom to act as Election Judge for preceinct
27, Union Grove, because I'm not physically able to do this job. My
legs will not let me get into the Court House.

If this meets with your approval, I'll tell Mr. Idom to proceed with
his help and plan on the job.

Sincerely yours,



R. A. Cooper

Tom A. Idom
119 Woodland Trails
Gladewater, W. Va.
75647

Judge Dean

I will accept the appointment to
the post of Election Judge for Oct. 27
of Mason County.

Thank You,
Tom A. Idom

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, Combs Enterprises,
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 keep public,
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) Water Tower -East and Water Tower -West and
Dial 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 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 logging 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 Under County 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 hereby accepted by the Commissioner in the event First Party is held liable by the conditions above set forth.

WITNESS our hands this the 24 day of October A.D. 19 83.

657-9716

Gene Combs
FIRST PARTY Combs Enterprises

P.O. Box 525
Hempstead, Texas 75652

Lawrence H. Moore
COUNTY CLERK

Dulmo Lawson
COMMISSIONER #1

J.W. Meadows
COMMISSIONER #2

Charles F. Still
COMMISSIONER #3

Samuel H. ...
COMMISSIONER #4

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

DATE: October 17, 1983

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, TX 75440
does propose to place a buried communication
within the R.O.W. of County road shown on attached maps
as follows: See attached maps

Aspen Trail

Approved
10-24-83

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

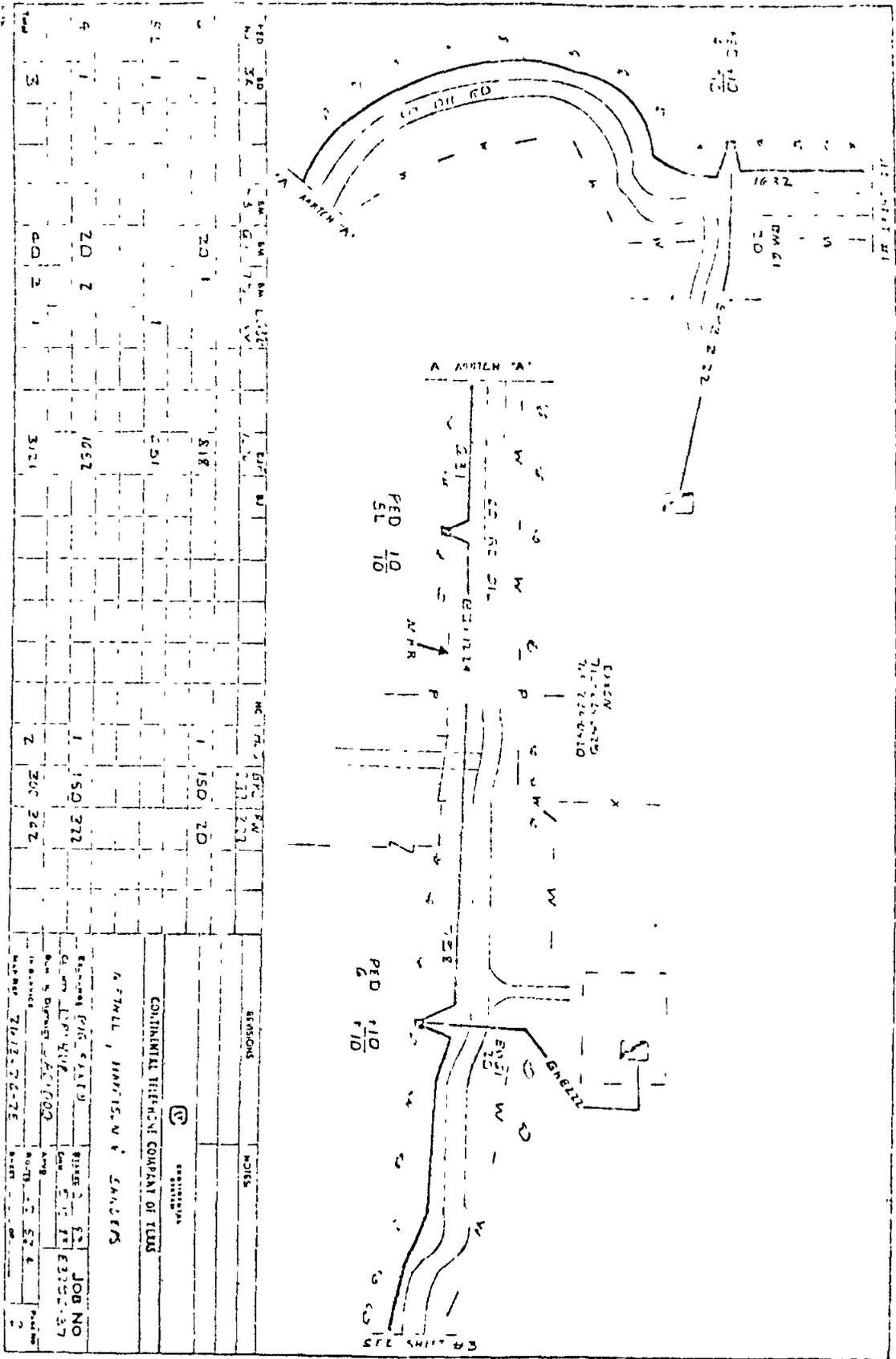
All work will be as directed by the County Commissioner or his
designate in full accordance with Upshur County Road & Bridge
Department policies and specifications.

Proposed construction will begin, if approved, on or after
28th day of October 1983.

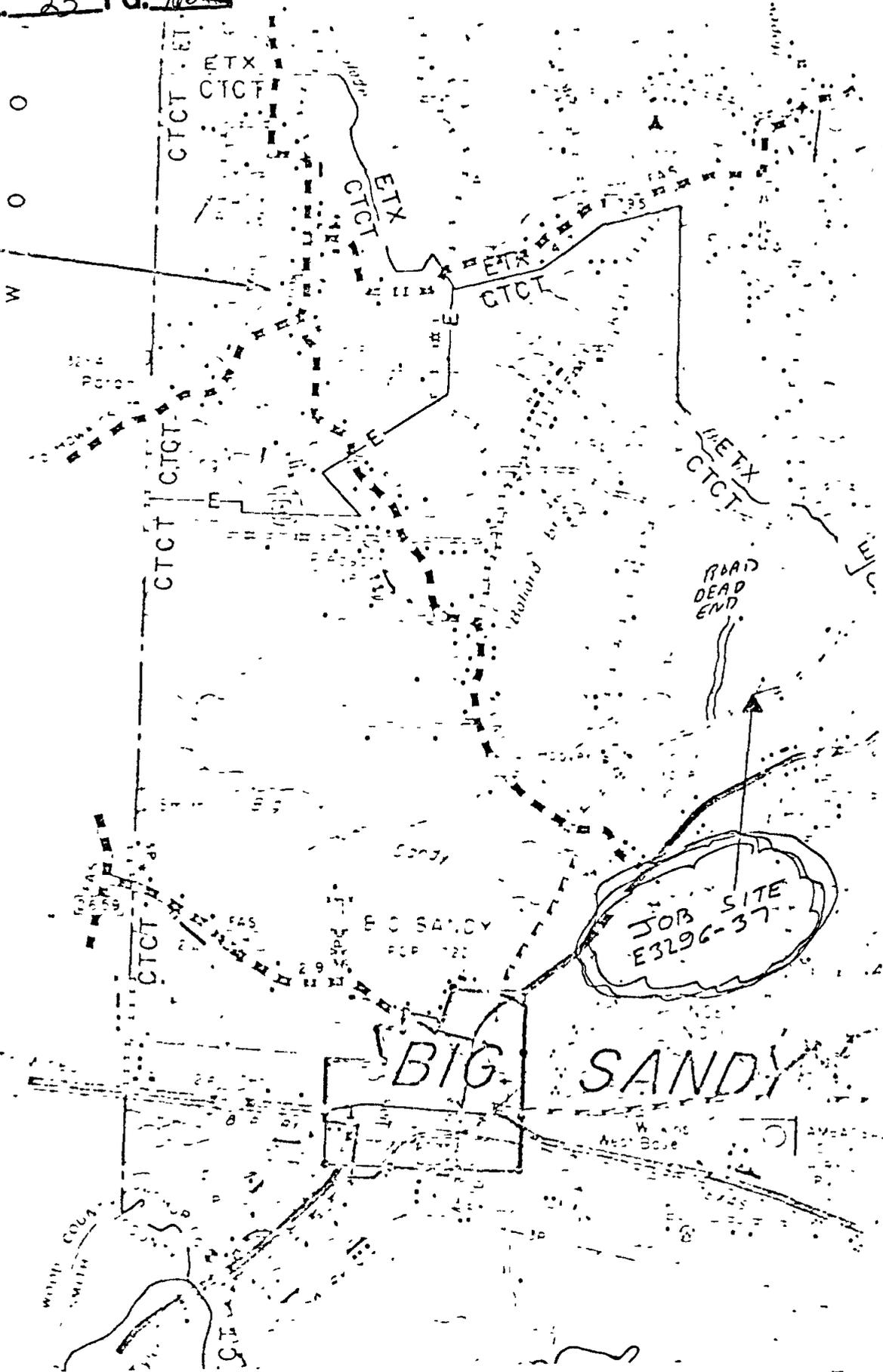
Ref: E5296-37/BGSN
3 applicants

FIRM: Continental Telephone of Texas
TITLE: Glen A. West
Supervising Engineer
ADDRESS: P. O. Box 477
Emory, TX 75440

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



VINKINS



32° 35'

WINDY COUL...
WITH...

WINDY
West Base

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, Estate of Wm. 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 Road (West end) and
Bison Road (North end)

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. 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
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 24 day of Oct., A.D. 19 83.

Doyle Howard
FIRST PARTY Estate of Wm. D. McBee

[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, 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) Fir 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 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 the road 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 6715, 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 comply with the conditions above set forth.

WITNESS our hands this the 24TH day of OCT., A.D. 19 83.

LUCKWOOD INC. of [Signature]
FIRST PARTY

[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,
hereinafter referred to as First Party, entered into and make
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 keep open,
being aware of possible damage to said roads as a result of
hauling on and over same enter into the following contract.

1.

First Party agrees to use only that portion 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 normal 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 repair
said road using its own equipment, labor and material,
if any needed, during the duration of this contract. First Party
is receiving gravel from its location
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 Washur 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 is held liable by the conditions above set forth.

WITNES our hands this the 24TH day of OCT., A.D. 19 13.

LUCWOOD INC. L. St. James
FIRST PARTY

[Signature]
COUNTY SHERIFF

[Signature]
COMMISSIONER #1

[Signature]
COMMISSIONER #2

[Signature]
COMMISSIONER #3

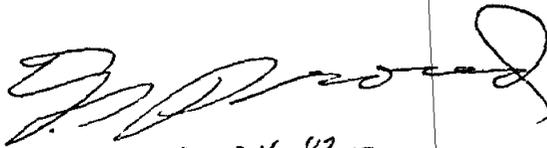
[Signature]
COMMISSIONER #4

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 2
DATE October 20, 1983

Formal notice is hereby given that J. W. McCurry, Sr.
whose principal address is Rt. 2 Box 541, Gilmer, Texas 75644
does propose to place a culvert installation
within the ROW of County Road Lavender Road
as follows:


10-24-83

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 J. W. McCurry

TITLE Pho. 762-6259

ADDRESS _____

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PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 1
DATE October 21, 1983

Formal notice is hereby given that W. S. Huffhines
whose principal address is Rt. 1 Box 464, Gilmer, Texas 75644
does propose to place a culvert installation
within the ROW of County Road _____
as follows:

Approved
10-24-83

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 W. S. Huffhines

TITLE _____

ADDRESS _____

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT I

DATE 10-21-83

Formal notice is hereby given that Bill Harrison
whose principal address is 519 Buffalo St. Gilmer
does propose to place a culvert installation
within the ROW of County Road Bob. C. Cook Rd.
as follows:

Approved
10-24-83

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

Bill Harrison

TITLE _____

ADDRESS _____

BILLS APPROVED FOR PAYMENT 10-24-83

UPSHUR COUNTY TRUST & AGENCY

<u>CLAIM NO:</u>	<u>PAY TO:</u>	<u>CLASSIFICATION:</u>	<u>AMOUNT</u>
22	First National Bank	88-780-257/1,043.10	1,409.60
		94-780-257/366.50	
23	Transport Life Insurance Company	88-780-206/194.45	342.51
		94-780-206/148.06	
24	Gilmer National Bank	88-570-201/549.71	1,518.56
		88-570-251/549.71	
		88-570-202/1.50	
		94-575-201/208.57	
		94-575-251/208.57	
		94-575-202/.50	
25	Upshur County Insurance Account	88-770-206/555.12	832.68
		94-770-206/277.56	
26	Texas County & District Retirement System	88-570-210/574.31	1,584.46
		88-570-260/574.31	
		94-575-210/217.92	
		94-575-260/217.92	

UPSHUR COUNTY OPERATING ACCOUNT

447	Southern TelCom	10-409-720	6,000.00
478	Postmaster	10-403-316	1,000.00
479	Gilmer National Bank	75-515-720	150,000.00
480	First National Bank	87-780-257	12,183.70
481	Transport Life Insurance Company	87-780-206	4,447.31
482	Gilmer National Bank	10-401-201/228.37	14,902.52
		10-403-201/411.91	
		10-405-201/77.02	
		10-435-201/171.48	
		10-450-201/287.03	
		10-455-201/318.49	
		10-476-201/349.84	
		10-495-201/235.81	
		10-497-201/175.13	
		10-499-201/541.28	
		10-510-201/196.04	
		10-550-201/123.23	
		10-560-201/1,294.94	
		10-565-201/516.41	
		10-630-201/74.31	
		10-650-201/497.17	
		16-612-201/463.95	
		17-713-201/631.64	
		18-614-201/628.76	
		87-780-251/7,435.12	
		10-409-202/28.50	
483	Upshur County Insurance Account	10-401-206/277.56	12,767.76
		10-403-206/832.68	
		10-405-206/138.78	
		10-435-206/298.38	
		10-450-206/555.12	
		10-455-206/971.46	
		10-476-206/416.34	

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Texas County & District Retirement System

10-495-206/416.34
10-497-206/277.56
10-499-206/1,110.24
10-510-206/555.12
10-550-206/673.08
10-560-206/1,804.14
10-565-206/971.46
10-630-206/277.56
10-650-206/277.56
10-665-206/138.78
15-611-206/693.90
16-612-206/416.34
17-613-206/832.68
18-614-206/832.68
10-401-260/238.59
10-403-260/428.35
10-405-260/80.47
10-435-260/179.16
10-450-260/299.87
10-455-260/231.83
10-476-260/234.15
10-495-260/246.36
10-497-260/182.97
10-499-260/539.00
10-510-260/133.22
10-550-260/113.33
10-560-260/1,352.91
10-565-260/519.85
10-630-260/45.94
10-650-260/111.72
10-665-260/74.42
15-611-260/343.20
16-612-260/301.97
17-613-260/513.97
18-614-260/447.66
87-780-210/6,618.94

13,237.88

UPSHUR COUNTY TRUST & AGENCY

<u>CLAIM NO:</u>	<u>PAY TO:</u>	<u>CLASSIFICATION:</u>	<u>AMOUNT</u>
1	Melody Keith	88-570-160	316.52
2	State Treasure	92-770-476	665.00
3	Upshur County Operating	92-770-480	35.00
4	Bill McCay	88-570-425	53.58
5	Jo Ann Stocks	88-570-425	173.38
6	Ronnie Mitchell	94-575-425	520.99
7	TAC Unemployment Fund	94-575-220	12.45
12	Gilmer National Bank	89-750-710	650,000.00
13	Gilmer I.S.D.	90-690-476	35,870.00
14	Ore City I.S.D.	90-690-476	12,180.00
15	Gladewater I.S.D.	90-690-476	11,290.00
16	Big Sandy I.S.D.	90-690-476	9,740.00
17	New Diana I.S.D.	90-690-476	9,260.00
18	Union Grove I.S.D.	90-690-476	8,900.00
19	Harmony I.S.D.	90-690-476	7,830.00
20	Union Hill I.S.D.	90-690-476	4,750.00
21	Pittsburg I.S.D.	90-690-476	180.00
22	U.S. Post Office	88-570-316	80.00

UPSHUR COUNTY OPERATING ACCOUNT

1	Gilmer National Bank	65-680-650	2,342.40
2	First National BAnk	65-680-650	624.65
3	TAC Worker's Comp.	V-V-215	5,431.00
4	Lillian Bouknight	10-642-447	49.25
73	TAC Unemployment Fund	10-403-220/40.73	442.93
		10-405-220/.78	
		10-435-220/6.97	
		10-450-220/24.69	
		10-455-220/20.84	
		10-495-220/16.87	
		10-497-220/6.93	
		10-499-220/57.14	
		10-510-220/18.40	
		10-560-220/31.11	
		10-565-220/59.20	
		10-630-220/13.30	
		10-650-220/22.94	
		10-665-220/8.69	
		15-611-220/29.65	
		16-612-220/28.41	
		17-613-220/24.89	
		18-614-220/31.39	
103	Gilmer National Bank	V-750-710	750,000.00
104	Texas District and County Attorneys Association	10-476-425	35.00
105	Reba Armstrong	10-642-477	49.25
107	Edna Frazier	10-642-477	49.25

UPSHUR COUNTY OPERATING ACCOUNT

CLAIM NO:	PAY TO:	CLASSIFICATION:	AMOUNT:
110	The Gilmer Mirror	10-401-310/20.20 10-401-312/44.50 10-401-430/93.15 10-403-312/147.00 10-405-312/35.45 10-435-312/33.30 10-495-312/42.05 10-499-310/1.60 10-499-312/408.90 10-499-430/48.00 10-560-312/513.65	1,387.80
111	Swepeco	10-510-441/114.15 10-513-441/261.14 10-514-441/149.62	524.91
112	Everett Dean	10-401-426	174.56
113	Don Gaddis	10-405-425	171.96
114	Cannon's Johnny Service	10-409-390	167.50
115	Sandy E. Livengood	10-426-407	80.00
116	Patricia Harrison	10-426-413	50.00
117	Stafford-Lowdon Co.	10-450-312	225.62
118	Jack Wayne Morriss, Constable Prec. #1, Smith Co., Tx.	10-450-410	20.00
119	Longview Radiology Consultants	10-455-416	32.00
120	Croley Funeral Home	10-455-416	210.00
121	Loyd Funeral Home	10-455-416	200.00
122	Keith Barber	10-495-425	69.00
123	Butterworth Legal Publishers	10-476-330	22.50
124	Esco Elevators, Inc.	10-510-480	456.41
125	Lanier Business, Inc.	10-560-310	54.70
126	Mobil Oil Credit Corp.	10-560-340	1,819.17
127	James Beasley	10-560-411	42.95
128	Lewis Polygraph Service	10-560-411	65.00
129	Halprin Supply Co.	10-560-574	312.98
130	General Telephone Co.	10-570-443/150.85 10-575-443/1.38	152.23
131	Jack P. Kirby, M.D.(Ore City)	10-642-477	152.50
132	MHMR	10-644-476	3,000.00
133	McGraw-Hill Book Co.	10-650-330	44.47
134	Thames Book Co.	10-650-330	42.19
135	General Mills	10-665-330	2.60
136	Consumer Reports	10-665-330	24.00
137	Norman H. Ludlow	10-665-330	30.40
138	Trust & Agency Account	10-800-94	2,874.91
139	Herbert Jones	15-611-346	100.00
140	Grady Holmes	17-613-344/138.00 18-614-344/66.50	204.60
141	Joe Isonhood	18-614-341/95.00 18-614-350/30.00	125.00

142	Ore City Gulf	16-612-450	5.25
143	Bancroft-Whitney Co.	20-480-330	387.10
144	West Publishing Co.	20-480-330	357.50

TRUST & AGENCY ACCOUNT

23	R. C. Wood Co., Inc.	88-570-312	346.83
24	PBS Quick Print	88-570-312	219.00
25	General Telephone Co.	88-570-443/100.06	215.73
		94-575-443/95.67	
26	Grady Hicks-Tax-Assessor Collector	90-695-482	1,382.18