



VOL. 24 PG. 233
UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

February 13, 1984

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

Judge Dean read the minutes of the January 30th meeting. Motion by Delmo Lawson seconded by J.W. Meadows to approve the minutes as read. Motion carried.

Motion by J.W. Meadows seconded by Delmo Lawson to approve the Treasurers Quarterly Report. Motion carried. Copy attached.

Motion by J.W. Meadows seconded by Paul Davis to place into the minutes a letter from Phillip Williams of the Gilmer Mirror, requesting that he be notified of all Commissioner Court meetings. Motion carried. Copy attached.

Motion by Delmo Lawson seconded by J.W. Meadows to approve a Permit Application by ETEX Telephone Coop. to place a buried cable within the ROW of Bob White Road. Motion carried. Copy attached.

Motion by J.W. Meadows seconded by Delmo Lawson to approve a Permit Application by ETEX Telephone Coop. to place a buried cable within the ROW of Tulip and Sumac roads. Motion carried. Copy attached.

Motion by J.W. Meadows seconded by Paul Davis to approve a Permit Application by ETEX Telephone coop. to place a buried cable within the ROW of Bluebell and Dahlia roads. Motion carried. Copy attached.

Motion by Charles Still seconded by Paul Davis to approve a Permit Application by Charles Nelson to place a culvert installation within the ROW of China Berry road. Motion carried. Copy attached.

Motion by Charles Still seconded by Paul Davis to approve a Permit Application by Ambassador College to place 2 culvert installations within the ROW of White Oak road. Motion carried. Copy attached.

Motion by Delmo Lawson seconded by Charles Still to approve a Special Road Use Agreement by EXXON Company for the use of Twin Lake road. Motion carried. Copy attached.

Motion by Delmo Lawson seconded by Paul Davis to approve a Permit Application by Bill Garrett to place a culvert installation within the ROW of Spider Lily road. Motion carried. Copy attached.

Motion by Paul Davis seconded by Delmo Lawson to approve a Permit Application by Floyd Water Company to place a waterline within the ROW of Arrowwood road. Motion carried. Copy attached.

Motion by Delmo Lawson seconded by J.W. Meadows to approve a Permit Application by Judith Johnson to place a culvert installation within the ROW of Willow Oak Road. Motion carried. Copy attached.

Motion by Paul Davis seconded by J.W. Meadows to approve a Permit Application by Wayne Wilson to place a water line within the ROW of Arrowwood road. Motion carried. Copy attached.

Motion by Delmo Lawson seconded by J.W. Meadows to approve a Special Road Use agreement by Soape & Strickland Asphalt Contractors for the use of Bob O Link road. Motion carried. Copy attached.

Motion by Charles Still seconded by Delmo Lawson to approve a Permit Application by ETEX Telephone Coop. to place a buried cable within the ROW of Locust road. Motion carried. Copy attached.

VOL 24 PG. 234

Motion by Paul Davis seconded by J.W. Meadows to approve filling an abandoned well located on the property of Mary (Spencer) Johns. Motion Carried. Copy attached.

Motion by Paul Davis seconded by Charles Still to approve Johnny Miller attending annual conference February 24-29 in Austin. Motion Carried. Copy attached.

Court discussed the repair or replacement of a typewriter in the Health Unit. After some discussion the court agreed to allow County Auditor to locate a used typewriter in the Court House.

Motion by Delmo Lawson seconded by J.W. Meadows to approve five tax Office employees attending a Tax course at Kilgore College. Motion Carried. Copy attached.

Motion by J.W. Meadows seconded by Delmo Lawson to approve contract with Ray and Associates, Inc. Motion carried. Copy attached.

Motion by Delmo Lawson seconded by J.W. Meadows to approve County Judge and County Commissioners attending conference at College Station on February 28 thru March 1. Motion carried.

Andy Covich met with the court concerning drawing maps for Upshur County. Court took no action at this time.

Motion by Delmo Lawson seconded by J.W. Meadows to approve the payment of the unpaid bills. Motion carried.

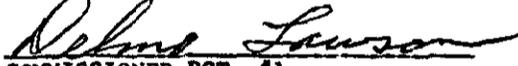
Court went into Executive Session.

Court reconvened on Tuesday, Feb. 14, 1984 with all members present.

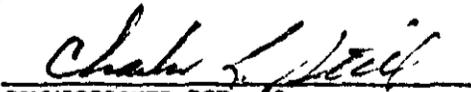
Motion by J. W. Meadows seconded by Delmo Lawson to place application of availability of Charity Care in the minutes. Motion approved. Copy attached.

Court will continue Wednesday at 1:30 p.m.


COUNTY JUDGE


COMMISSIONER PCT. #1


COMMISSIONER PCT. #2


COMMISSIONER PCT. #3


COMMISSIONER PCT. #4

UPSHUR COUNTY

TREASURER'S QUARTERLY REPORT

Covering Period

From October 1, 1983

To December 31, 1983 Inclusive

Date Filed February 13, 1984

By

Vernon Vick
County Treasurer, Upshur County

FILED
J.B. HILL, JR.
CLERK UPSHUR COUNTY
FEB 13 AM 10:30

THE STATE OF TEXAS)
COUNTY OF UPSHUR)

BEFORE ME, the undersigned authority, on this day personally appeared

Vernon Vick

County Treasurer of Upshur County,

who being by me duly sworn, upon oath, says that the within and foregoing report is true and correct

Vernon Vick

County Treasurer

SWORN TO AND SUBSCRIBED before me this 8 day of February, 1984

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 Paul Davis

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

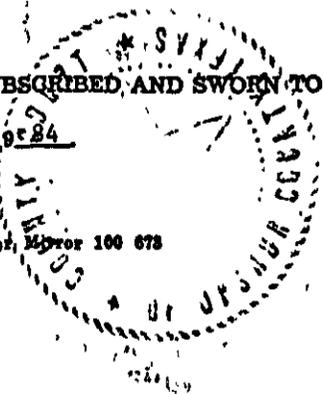
Charles Still
Commissioner, Precinct No. 3

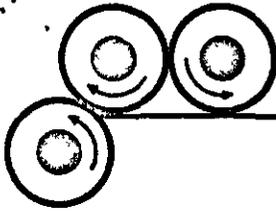
Paul Davis
Commissioner, Precinct No. 4

SUBSCRIBED AND SWORN TO Before me, this 13 day of February

A. D. 1984

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





HOMETOWN NEWS
COMMERCIAL PRINTING
OFFICE SUPPLIES

The Gilmer Mirror

GILMER, TEXAS 75644 / P. O. BOX 250 / PH. 214-843-2503

February 2, 1984

To the honorable county judge and honorable commissioners court
of Upshur County:

The Gilmer Mirror hereby requests to be notified in
advance of any meeting, including emergency meetings, of
the Upshur County Commissioners Court.

We may be called at 843-2503 or 843-3 509 if there is
no answer at the first number.

I request that this letter be placed on the court agenda
at the next meeting and placed in the court minutes.

Phillip Williams

Phillip Williams
In order
The Gilmer Mirror

VOL 24, p. 238

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

Date February 3, 1984

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

Formal notice is hereby given that Etex Telephone Cooperative, Inc.
whose principal address is P. O. Box 130, Gilmer, Texas 75544
does propose to place a buried telephone cable
within the RCW of County Road (s) BOR-White Road

in Precinct #^m One as follows:

To make road crossing and place Underground telephone cable
on County Right-of-way on the above mentioned road

The location and description of the proposed lines or appertenances is
more fully shown by two (2) 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 3rd day
of February 19 84.

Firm Etex Telephone Coop. Inc
By Jimmie Mitchell
Title Right-of-Way Agt.
Address Box 130
Gilmer, Texas 75544

Approved
2-13-84

VOL 24 PG. 240

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

Date Feb/ 2 / 1984

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

Formal notice is hereby given that Etex Telephone Cooperative, Inc.
whose principal address is P. O. Box 130, Gilmer, Texas 75544
does propose to place a buried telephone cable
within the RCW of County Road (s) To make necessary road crossing
and to place cable on county right of way along and on
county roads
in Precinct # Two as follows:

TULIP and SUMAC roads in prect., # 2

The location and description of the proposed lines or appertenances is
more fully shown by two (2) 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 2 nd day
of February 19 84.

Firm ETEX TELEPHONE INC. COOP
By *James Mitchell*
Title Right of Way agt.
Address Box 130
Gilmer, Texas 75544

Approved
2-13-84

VOL 24 PG 242

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

Date 1/31/1984

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

Formal notice is hereby given that Etex Telephone Cooperative, Inc.
whose principal address is P. O. Box 130, Gilmer, Texas 75644
does propose to place a buried telephone cable
within the RCW of County Road (s) Bluebell and Dahlia Roads

in Precinct # Two as follows:

To make road crossings at the intersection of Dahlia Road
F M Road # 2263 and also to make road crossing at the intersection
of Bluebell Roads in Prec # 2

The location and description of the proposed lines or appertences is
more fully shown by two (2) 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 31 st. day
of January 19 84.

Firm Etex Telephone Coop
By Jimmie Mitchell
Title Right of Way Agt
Address Box 130
Gilmer, Texas 75644

Approved
2-13-84

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT #3
DATE Feb. 6, 1984

Formal notice is hereby given that Charles Nelson
whose principal address is Rt. 3 Box 624, Gilmer, Texas 75644
does propose to place a culvert installation
within the ROW of County Road China Berry 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 Charles Nelson

[Signature]
2-13-84
TITLE _____
ADDRESS _____

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 3
DATE January 27, 1984

Formal notice is hereby given that Ambassador College
whose principal address is P.O. Box 111, Big Sandy, Texas 75755
does propose to place a 2 culvert installation
within the ROW of County Road White Oak Road
as follows:

2 culverts about 300 to 500 feet apart

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 L. H. Stillif

TITLE Security Chief

ADDRESS P.O. Box 111 Big Sandy, Tex

[Signature]
2-13-84

SPECIAL ROAD USE AGREEMENT

THIS AGREEMENT made and entered into by and between EXXON COMPANY, U.S.A. (a division of Exxon Corporation), herein called "Exxon," and the COUNTY COMMISSIONERS OF UPSHUR COUNTY, TEXAS,

W I T N E S S I H :

WHEREAS, for the purpose of the constructing the location and drilling and completing the Gilmer Boating & Fishing Club No. 1 Well in Upshur County, the location of which is shown on Exhibit "A" attached hereto, it is necessary for Exxon to use a portion of a county road in Precinct No. 1 over which the Commissioner for that Precinct has jurisdiction and the obligation to maintain said road in good repair; and

WHEREAS, both parties are aware of possible damage to said road as a result of such use of said road, and Exxon desires to assume responsibility for such damage to the extent herein provided:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein stated, it is agreed as follows:

1. Exxon agrees that its contractors will use for the purpose above recited, only that section of the county road shown in RED on Exhibit "A," which section of road is hereinafter referred to as "the road." The term "the road" shall (for the purposes of this agreement) include any bridge or culvert located on or under said road. For convenience, the use of the road by the contractors will be referred to as Exxon's use.

2. Exxon agrees that such use will be made in such a manner as not to block or interfere with other traffic on the road, so that the road will be open to travel by the public at all times.

3. Exxon agrees to reimburse Upshur County for the reasonable costs of materials for maintaining and repairing the road during the time that Exxon is using said road, to the extent that such maintaining and repairing are necessary as the result of Exxon's use of the road. Exxon also agrees to reimburse Upshur County for such costs incurred in repairing the road following completion of use of the road by Exxon as herein provided, to the extent that such repairing is necessary as the result of Exxon's use of the road as provided herein. The approximate cost of materials to completely resurface a county road is \$6,000.00 per mile. The length of road to be used by Exxon is about 0.55 mile. Therefore, Exxon agrees to reimburse the County for a maximum of its fair share of \$3,300.00.

4. During the time that Exxon is so using the road, if the County Commissioner of Precinct No. 1 proposes to perform any maintenance work or repairs on the road which said Commissioner deems necessary as the result of Exxon's use of the road, said Commissioner shall give notice to Exxon of the proposed action not less than forty-eight (48) hours in advance of the performance of said work. In such event, a joint inspection shall be made by an Upshur County representative and a representative of Exxon so that a mutual agreement can be reached, if possible, as to the cause of the need for such maintenance or repair, and the nature and extent of the necessary repairs. Upon completion of Exxon's use of the road under this agreement, Exxon shall promptly give the County Commissioner of Precinct No. 1 notice of such fact, and promptly thereafter, a joint inspection shall be made by an Upshur County representative and a representative of Exxon so that a mutual agreement can be reached, if possible, as to the repairs which have become necessary by reason of Exxon's use of the road. Following each such joint inspection, the County of Upshur shall submit to Exxon a written estimate of the cost of materials for such necessary repairs. The notices herein provided for shall be given in writing, addressed to Exxon at P. O. Box 9003, Tyler, Texas 75711, and to the County Commissioner of Precinct No. 1 at P. O. Box 730, Gilmer, Texas 75644.

5. Payment by Exxon hereunder shall be made upon proof of expenditures, with evidence as to what the expenditures relate, together with a written statement signed by the County Judge of Upshur County, Texas, that such repair work has been completed in a manner satisfactory to the County.

6. Nothing herein shall be construed as a waiver by the Commissioner of Precinct No. 1 of the authority granted him by Article 6717, V.A.C.S., but the rights and authority granted said Commissioner by the terms of said statute are expressly reserved by the Commissioner in the event Exxon fails to abide by the conditions herein stated.

IN WITNESS WHEREOF, the parties hereto have signed this agreement this 13 day of Feb., A. D., 1984.

EXXON COMPANY, U.S.A.
(a division of Exxon Corporation)

BY: J. A. O'Connor, III
J. A. O'CONNOR, III
District Manager
Tyler Production District
East Texas Division

FORM APPROVED D

Frederick Dean
COUNTY JUDGE
UPSHUR COUNTY, TEXAS

Delmo Lawson
COMMISSIONER OF PRECINCT NO. 1

Jew Meadows
COMMISSIONER OF PRECINCT NO. 2

Chas. J. Still
COMMISSIONER OF PRECINCT NO. 3

Paul [Signature]
COMMISSIONER OF PRECINCT NO. 4



**EXXON CORPORATION
GILMER BOATING & FISHING CLUB No. 1**

EXHIBIT "A"

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 1
DATE January 31, 1984

Formal notice is hereby given that Bill Garrett
whose principal address is Rt. 5 Box 782, Gilmer, Texas 75644
does propose to place a culvert installation
within the ROW of County Road Spider Lily 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 _____

approved
2-13-84

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 4
DATE Feb. 6, 1984

Formal notice is hereby given that Floyds Water Company
whose principal address is Rt. 7 Box 26, Gilmer, Texas 75644
does propose to place a water line
within the ROW of County Road Arrowwood 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 Hazel Floyd

TITLE _____

ADDRESS _____

[Handwritten signature]
2-13-84

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 1
DATE Feb. 2, 1984

Formal notice is hereby given that Judith Johnson
whose principal address is P.O. Box 1304, Gladewater, Texas 75647
does propose to place a culvert installation
within the ROW of County Road Willow Oak 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 Judith Johnson

TITLE _____

ADDRESS _____

[Handwritten signature]
2-13-84

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 4
DATE Feb. 8, 1984

Formal notice is hereby given that Wayne Wilson
whose principal address is 616 Allen St. Gilmer, Texas
does propose to place a water line
within the ROW of County Road Arrowwood 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 _____

Approved
2-13-84

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, Soape & Strickland Asphalt Contract-^{ors}
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 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 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 13 day of Feb.,
A.D. 19 84.

Billy R. Soape
FIRST PARTY
Soape & Strickland
P.O. Box 517
Henderson, Texas 75653

James D. ...
COUNTY JUDGE

Debra Lawson
COMMISSIONER #1

J.W. Meadows
COMMISSIONER #2

C.S. ...
COMMISSIONER #3

Paul ...
COMMISSIONER #4

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

Date Feb. 10, 1984

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

Formal notice is hereby given that Etex Telephone Cooperative, Inc.

whose principal address is P. O. Box 130, Gilmer, Texas 75644

does propose to place a buried telephone cable

within the RCW of County Road (s) _____

Locust Road

in Precinct # 3 as follows:

Place buried telephone Cable along County Right of Way in
or on County Right of Way.

The location and description of the proposed lines or appertenances is
more fully shown by two (2) 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 10 th day
of February 19 84.

Firm ETEX TELEPHONE COOP., INC.

By *Samuel M. [Signature]*

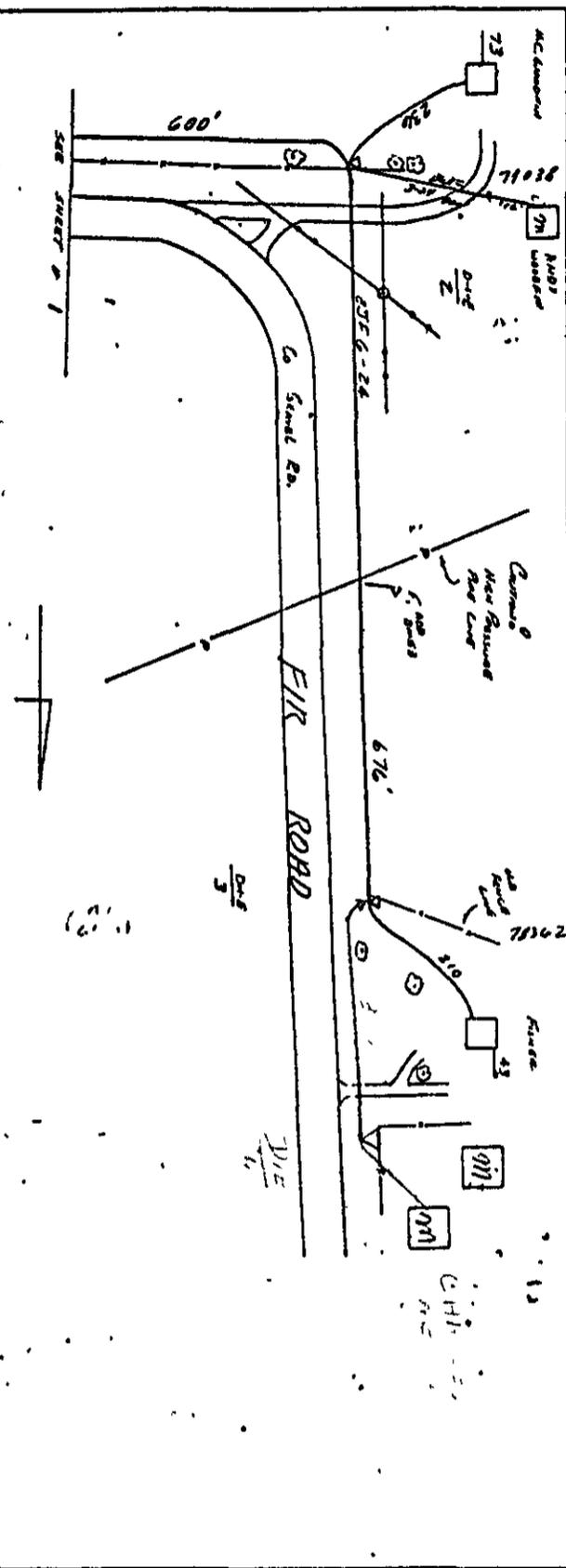
Title Right of Way agt.

Address Box 130

Gilmer, Texas 75644

[Handwritten Signature]
2-13-84

DATE REVISED	STAGED BY	ENGINEER	STAGING SHEET AND PLANT RECORD	ROUTE	PAGE NO.
	JEB		SUNCO PLANT	D-1-E	262
DATE	7/17/78		COMPANY	SHEET 2 OF 3	
COUNTY	WASHUAE		EXCHANGE	MAP REF. ROAD	
PLACED IN SERVICE			PROJECT	WORK ORDER	
			7-572		



REQ. NO.	80F	80	80	86	88	TRENCH	BM-70	BM-73	BM-53	BJ	80F	BM-70	BM-73	HCF/	POLES	PC	PC	SUB. NO.	BM-70	K-	M-	3-1	3-1	
2	1					C' 1					600	701		01	10-7			73	236					
3	1					C' 1					676			06	10-7			43	210					
TOTAL	2					12'	2	1			1276	701		07	3/10-7				446					

Upshur County Health Dept.

BOX 639

GILMER, TEXAS 75644

February 2, 1984

Commissioner's Court of
Upshur County, Texas
P.O. Box 730
Gilmer, Texas 75544

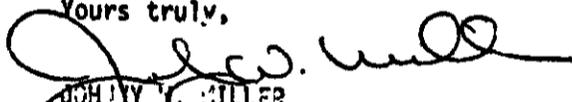
RE: Abandoned Wells located on Property belonging to Mary (Spencer)
Johns.

Gentlemen:

As requested by you on Feb. 8, 1984 you are advised I have gone
upon the property of Mary Johns and examined the sight of
the abandoned well.

It is my opinion that this well should be filled because it poses a
health hazard.

Yours truly,


JOHNNY W. MILLER
Sanitation Inspector
Upshur County Health Department

cc: Paul Davis



Upshur County Health Dept.

BOX 639

GILMER, TEXAS 75644

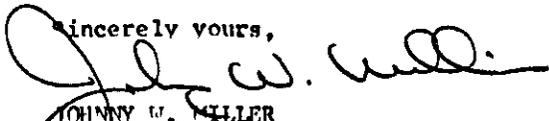
February 13, 1984

Judge Everett Dean
Commissioners Court
Courthouse
Gilmer, Texas 75644

Gentlemen :

On behalf of the Upshur County Health Department, I would like to ask the Courts permission to attend the Texas Department of Health's Annual Convention February 24 thru 29, 1984 in Austin, Texas.

Sincerely yours,



JOHNNY W. MILLER
Inspector II
Upshur County Health Department

VOL. 24 PG. 2100

KILGORE COLLEGE

1100 Broadway / Kilgore, Texas / 75662
Kilgore 214-984-8531

EMPHASIS ON EXCELLENCE



DATE: January 27, 1984
TO: Tax Personnel of Northeast Texas Area
FROM: Gerald W. Pinson, Ph.D. *gwp*
Dean of Continuing Education
SUBJECT: Tax Course Offerings

I would like to call your attention to the next two tax courses to be offered by Kilgore College.

Course No. 130: Property Tax Collections will begin Thursday, February 16, 1984.

This course will meet at 6:30 in the evening and will last for a period of six weeks. Tuition for the course will be \$25.00 plus \$3.00 for the course outline and the instructor will be Ms. Vaudeane Bennett.

Course No. 325: Property Tax Law will begin Tuesday, February 14, 1984.

This course will meet at 6:30 in the evening and will last for a period of eight weeks. Tuition for the course will be \$30.00 plus \$3.00 for the course outline and the instructor will be Ms. Vaudeane Bennett.

All of our tax course offerings will apply to the various levels of certification of the Board of Tax Professional Examiners as well as the CTA.

Please call me if you have any suggestions or questions concerning Kilgore Collge's Tax Training Program.

pr

Dear Sirs:

Please approve the above course # 130 to be taken in Kilgore for the following persons to begin February 16, 1984

1. Glenda Olivares
2. Mary Sweetser
3. Barbara Holloway
4. Donna Whitaker
5. Marsha Ramsey

*\$ 140.00
+ travel*

MJ Smith

Parties

1. This is a contract for professional services between Ray Associates, Inc., hereinafter called "Contractor," and Upshur County, hereinafter called the "County."
2. The Contractor agrees to perform the following services during the period specified in paragraph 5:
 Provide personnel consulting services to the County in accordance with the "Statement of Services to be Performed," pages 7 through 13, of Ray Associates' Proposal for Personnel Management Consulting Services for Upshur County dated September 9, 1984, hereby made a part of this contract.
3. The Contractor assumes responsibility for furnishing items necessary to perform these services, including but not limited to, office space and furniture, equipment, supplies, and reproduction services.
4. The Contractor may not assign the contract.

Period of Contract

5. This contract is for a period of four months beginning January 9, 1984, and ending April 30, 1984.

Compensation

6. The County agrees to compensate the Contractor for services in the total fixed costs amount of \$9,810, plus reasonable and documented project expenses including automobile mileage and long distance telephone. The fixed costs amount is payable in the following installments on the following dates:

February 28, 1984	\$3,270
March 31, 1984	3,270
April 30, 1984	<u>3,270</u>
TOTAL AMOUNT	<u>\$9,810</u>

The final payment will be made upon satisfactory completion of the Contractor's obligations under this contract. Payments for reasonable and documented automobile mileage and long distance telephone expenses are reimbursable upon submission by Contractor to County of statements documenting such expenses.

7. The County agrees to pay the Contractor each installment for fixed costs identified in paragraph 6 upon submission of a progress report or other documentation of work completed satisfactory to the County, together with a signed invoice for each installment.
8. The Contractor assumes sole liability for all expenses incurred while performing services under this contract.

Early Termination

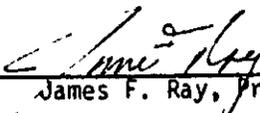
9. Either the County or the Contractor may voluntarily terminate this agreement by notifying the other of its intent to terminate. The agreement terminates 30 days after the date on the written notice of intent to terminate.
10. If this agreement is terminated under paragraph 9, Contractor is entitled to compensation, computed pro rata on the basis of the compensation installments described in Paragraph 6, for any services satisfactorily performed through the termination date.
11. If this agreement is terminated under paragraph 9, Contractor agrees to deliver to the County its entire work product, including reports, memoranda, manuscript, files, and raw data, prepared in performing services under this agreement.

Assurances

12. Accessibility of Records. The Contractor shall give the County, through its authorized representative, the access to and the right to examine all records, books, papers, or documents relating to this contract.
13. Reports. Reports produced as a result of this contract shall be the property of the County to publish, otherwise use, and to authorize others to use for public purposes. Reports shall be presented to the County in one bound copy and one camera-ready copy for further reproduction by the County.
14. Non-Discrimination and Equal Opportunity. The Contractor agrees that it shall comply with the following Equal Employment Opportunity (EEO) requirements:
 - A. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfers; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - B. The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, or national origin.
 - C. The Contractor shall comply with all applicable equal opportunity laws and other employment laws, rules, regulations, and orders on federal, state, and local levels.

15. An individual signing this contract for the County is not personally liable under it, and the Contractor agrees to seek recourse solely against the County in case of breach.
16. This contract contains the entire agreement of the parties.
17. This contract is made in Texas, and Texas law governs its interpretation and performance.

RAY ASSOCIATES, INC.

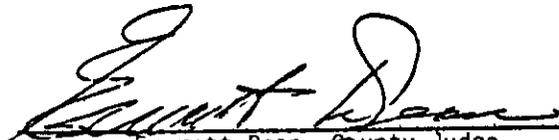


James F. Ray, President

2/1/84

Date

UPSHUR COUNTY



Everett Dean, County Judge

2-14-84

Date

STATEMENT OF SERVICES TO BE PERFORMED

INTRODUCTION

Upshur County has requested that Ray Associates, Inc., submit a proposal for outside consulting services in the preparation of specific elements of a comprehensive personnel management program for the county.

Each element of work requested by Upshur County has been performed recently by Ray Associates in assignments for numerous counties and cities across Texas. These local governments have programmatic components similar to those administered by Upshur County.

CONSULTING APPROACH

Ray Associates' approach to consulting is practical and directed toward the implementation of our findings and recommendations. A project is not successful to us unless our recommendations have been implemented. We have developed a consulting style in support of this philosophy that emphasizes:

- A team spirit toward the engagement, with the client always an active member of the team.
 - Careful project organization and control. We are convinced that it is the discipline of good planning and supervision that pays off in superior performance by our consultants and the client personnel with whom we work. All of our engagements are actively supervised and directed by a partner in the firm.
 - Rigid quality control reviews which assure high quality results.
 - The submission of all recommendations to our clients for review. The result is a product that is practical and has the full support of the client's management.
 - Final products are practical in a form that is ready for adoption and use. We want our products to be directly usable by general managers and local elected officials.
 - Provision of training and assistance to key personnel to insure a smooth transition during the implementation period.
-

UNDERSTANDING OF
PROJECT OBJECTIVES

Personnel management is one of several key county management processes. As the objectives and procedures of general management evolve and as personnel and organizational relationships change, managers must review personnel practices and procedures and assess the need for revision.

The objectives of this project are to review the personnel practices and procedures of Upshur County and to prepare and assist in the implementation of revised components of the personnel management program including:

- Position Descriptions;
- Classification and Pay Plans;
- Affirmative Action Plan; and
- A review of existing personnel policies with suggestions for revision.

WORK PLAN

The work activities to be completed by Ray Associates, Inc., are outlined below:

Activity 1

PROJECT ORIENTATION

Objective: To meet with Upshur County's designated project officers to reconfirm project objectives, work activities, sequencing, and key dates.

Scope and Method: The project manager will make an initial visit to activate work on the project. Specific tasks include:

1. Review project objectives and work plan.
2. Establish key reporting dates and specific dates for field visits.
3. Meet key participants.
4. Collect background documents and materials on current budgets, payroll information, organization charts, any written policies or procedures, and relevant minute orders or other commissioners court documents.

Continued

WORK PLAN
(Continued)

Activity 2

ORGANIZE AND CONTROL THE ENGAGEMENT

Objective: To organize each work activity and to insure that the work is completed within the proposed time frame.

Scope and Method: The project manager will be responsible for organizing Ray Associates' responsibilities in the engagement. Specific tasks include:

1. Coordination and liaison with county personnel.
2. Allocation of responsibilities to consulting team members.
3. Scheduling and sequencing of work.
4. Quality control.
5. Refinement of the work program in response to changing requirements.

Activity 3

PREPARE POSITION DESCRIPTIONS

Objective: To develop accurate written position descriptions (formal job descriptions), including job title, job objective, duties, reporting relationships, and qualifications and requirements.

Scope and Method: The tasks necessary to complete the preparation of position descriptions are as follows:

1. Identify all incumbents by name and current job title.
2. Distribute position classification questionnaires.
3. Review completed questionnaires and identify those which need further clarification.
4. Conduct selected desk audits (personal interviews) with employees in representative positions.
5. Identify and describe reporting and other relationships within and among organizational units.
6. Prepare job descriptions.
7. Make any necessary adjustments after review.

Products: Position descriptions for all covered employees.

Continued

Activity 4

PREPARE CLASSIFICATION PLAN

Objective: To organize positions into logical groupings based on levels of responsibilities, required skills and abilities, and organizational/budgeting patterns.

Scope and Method: Classification of each formal job description is based on an analysis of the position's requirements. The tasks to be completed include:

1. Analyze each job class for relative knowledge, skills, abilities, experience, educational requirements, and nature of duties.
2. Rank each job class using a system which assigns points to the following factors: required knowledge, skills, and abilities; education and training required; level of independence or judgment required; initiative and ingenuity required; work load; supervisory responsibility; financial responsibility; level and frequency of outside contacts; physical and mental demands; responsibility for equipment and property; working conditions; and labor market influences.
3. Identify major career ladders or job classes that appear to offer logical advancement.
4. Review job titles for consistency and clarity and recommend alterations.
5. Develop a numbering system and assign a discrete classification number to each job class.
6. Prepare appropriate position classification tables for review and approval.

Products: Classification Plan--Organized Inventory of Job Classes.

Activity 5

CONDUCT A WAGE AND SALARY SURVEY AND ANALYSIS

Objective: To provide comparable wage and salary information for estimating market demand for certain basic skills and for selected "benchmark" positions.

Scope and Method: The consultants will conduct a wage and salary survey and analysis on positions to be defined in consultation with Upshur County staff. Salary comparisons will be derived from information available from the Texas Association of Counties, the Texas Municipal League, and other data gathered by consultants on area governments and private employers. Specific tasks include:

Continued

WORK PLAN
(Continued)

Activity 5
(Continued)

1. Determine "benchmark" positions (consultants and designated county officials).
2. Collect original data from local governmental and private employers.
3. Analyze supplementary, published wage data.
4. Prepare Wage and Salary Comparisons by Position.

Products: Wage and Salary Comparisons by Position.

Activity 6

PREPARE PAY PLAN

Objective: To establish a competitive salary schedule; to insure equal pay for equal work without regard to departmental divisions or administrative units; and to provide a framework for budgeting and controlling personnel costs.

Scope and Method: Based on the job analysis and market analysis, the consultants will construct a pay plan. Specific tasks include:

1. Design interlocking and progressive pay plan.
2. Allocate job classes to pay groups using the total point scores obtained in the point factor ranking process.
3. Prepare summary charts for ease in cross-referencing (e.g., pay group to position classification, job title to pay group, etc.).

Products: Pay plan and related documents.

Activity 7

PREPARE A TRANSITION COST SCHEDULE

Objective: To provide a transition cost schedule for each employee or incumbent into the recommended classification and pay plans.

Scope and Method: The transition schedule will enable the consultants to identify the total salary costs which would be incurred in implementing the new system. Specific steps include:

1. Identify and list all incumbents by name in payroll order.
2. Identify job class for each position, new job title, and pay group and step.

Continued

WORK PLAN
(Continued)

Activity 7
(Continued)

3. List present annual salary; recommended new salary as derived from the pay plan; and calculate differences.
4. Total all columns to show present costs, costs of recommended system, and the difference.

Products: Transition cost schedule and narrative analysis.

Activity 8

PREPARE PROCEDURES FOR ADMINISTRATION AND MAINTENANCE OF THE CLASSIFICATION AND PAY PLANS

Objective: To provide recommended procedures for the continued use and operation of the class and pay plans and to insure the plans remain useful management tools.

Scope and Method: The following activities will be completed in preparing procedures for administering and maintaining the class and pay plans:

1. Make recommendations for allocation of management responsibilities.
2. Develop key procedures to be used in maintaining the class and pay plans (e.g., procedures for review of job descriptions, for reclassification of positions, and for updating the pay plan).

Products: Proposed Procedures for Maintenance of the Classification and Pay Plans.

Activity 9

REVIEW OF PERSONNEL POLICIES AND PROCEDURES

Objective: To insure that personnel policies and procedures are clear and concise, meet requirements of state and federal laws, are consistent with modern personnel management practices, and are supportive of the recommended classification and pay plans.

Scope and Method: Ray Associates, Inc., will examine current written or unwritten personnel policies and propose necessary revisions. Tasks include:

1. Document existing formal and informal policies.
2. Determine current problem areas in personnel policies through interviews with management staff.
3. Review policies and procedures including legal review.

WORK PLAN
(Continued)

Activity 9
(Continued)

4. Discuss possible changes with management staff.
5. Prepare proposed revisions.

Product: Suggested revisions for personnel policies and procedures.

Activity 10

PREPARE AFFIRMATIVE ACTION PLAN

Objective: To prepare a written plan for actions which represent positive steps to provide equal opportunity for public employment based on merit and fitness.

Scope and Method: The consulting team will analyze present county policies and conduct an analysis of the current characteristics of the county work force. Specific tasks will include:

1. Review current policies, procedures, and forms to eliminate any question of discrimination.
2. Analyze the minority, sex, and age characteristics of the county work force as compared to labor area characteristics.
3. Discuss results and preliminary recommendations with county officials.
4. Prepare a recommended affirmative action plan including statement of purpose; policy statement and assurances; specific provisions related to job structuring, recruitment, selection, advancement, training, and discipline; procedures for monitoring and maintaining nondiscrimination; and various forms and report formats.

Product: Affirmative Action Plan with supporting analysis and forms.

UPSHUR COUNTY OPERATING ACCOUNT

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<u>CLAIM NO:</u>	<u>PAY TO:</u>	<u>CLASSIFICATION:</u>	<u>AMOUNT:</u>
705	Transport Life Insurance Co. pd. 1/31/84	87-780-252	\$ 4,622.62
706	Upshur County Insurance Account pd. 1/31/84	10-401-206/277.56 10-403-206/832.68 10-405-206/138.78 10-410-206/138.78 10-435-206/298.38 10-450-206/555.12 10-455-206/971.46 10-476-206/555.12 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 10-560-206/2,220.48 10-565-206/832.68 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	13,322.88
707	First National Bank pd. 1/31/84	87-780-257	14,391.10
708	Employees Retirement System Social Security Division pd. 1/31/84	10-401-201/551.74 10-403-201/449.89 10-405-201/84.70 10-410-201/61.60 10-435-201/186.22 10-450-201/317.22 10-455-201/386.79 10-476-201/348.08 10-495-201/259.07 10-497-201/191.45 10-499-201/617.40 10-510-201/216.69 10-550-201/136.29 10-560-201/1,601.92 10-565-201/514.39 10-630-201/85.12 10-650-201/165.59 10-665-201/78.68 15-611-201/436.45 16-612-201/485.44 17-613-201/662.51 18-614-201/716.68 87-780-201/150.88 87-780-251/8,331.69	17,036.49

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UPSHUR COUNTY OPERATING ACCOUNT

<u>CLAIM NO:</u>	<u>PAY TO:</u>	<u>CLASSIFICATION:</u>	<u>AMOUNT:</u>
709	TCDRS pd. 1/31/84	10-401-210/551.74 10-403-210/449.89 10-405-210/84.70 10-410-210/61.60 10-435-210/186.22 10-450-210/317.22 10-455-210/248.71 10-476-210/348.08 10-495-210/259.07 10-497-210/191.45 10-499-210/554.58 10-510-210/136.69 10-550-210/116.69 10-560-210/1,560.79 10-565-210/533.47 10-630-210/49.21 10-650-210/124.46 10-665-210/78.68 15-611-210/286.30 16-612-210/273.14 17-613-210/552.93 18-614-210/402.12 87-780-210/19.49 87-780-260/7,387.23	\$ 14,774.46
710	VOID	----	--0--
711	Gilmer National Bank pd. 2/1/84	60-680-610/300.00 60-680-650/10,000.00	10,300.00
712	Revenue Sharing Advisory Service pd. 2/2/84	10-495-425	150.00
713	Postmaster pd. 2/2/84	10-403-316	1,000.00
714	Don Ledbetter pd. 2/2/84	10-560-350	627.38
715	Loma King, Tax Collector pd. 2/2/84	10-499-425	18.00
716	VOID	-----	---0---
717	Gilmer National Bank pd. 2/3/84	60-680-610	4,910.00
718	Gilmer National Bank pd. 2/6/84	V-V-710	1,500,000.00
719	First National Bank pd. 2/6/84	60-680-610/12,900.00 60-680-650/20,000.00	32,900.00
720	Gilmer National Bank pd. 2/6/84	60-680-610	5,150.00
721	Quill Corporation pd. 2/7/84	10-435-310/1.79 10-476-310/3.39 10-495-310/1.53 10-497-310/24.75 10-560-310/38.72 10-700-310/151.70	221.88
722	General Telephone pd. 2/9/84	10-406-443	103.51
723	Sharon Water Supply Corp. pd. 2/9/84	18-614-440	12.00

UPSHUR COUNTY OPERATING ACCOUNT Km

<u>CLAIM NO:</u>	<u>PAY TO:</u>	<u>CLASSIFICATION:</u>	<u>AMOUNT:</u>
724	The Gilmer Mirror	10-401-430/16.65 10-435-310/144.85 10-476-310/34.05 10-499-310/166.65 10-560-310/3.25 10-560-430/4.70 10-650-310/59.80 10-700-310/28.15	\$ 458.10
725	Elliott Office Equipment, Inc.	10-403-572/163.00 10-435-572/353.07 10-450-310/60.72 10-476-572/326.00 10-495-329/32.25 10-560-572/417.00	1,352.04
726	Stafford-Lowdon Company	10-403-312/21.64 10-450-312/598.11	619.75
727	Everett Dean	10-401-426	51.48
728	Standard Office Equipment Co.	10-403-310	8.85
729	Bennett Printing Company	10-403-312	10.40
730	General Telephone	10-410-443	260.00
731	Bowater Computer Forms, Inc.	10-411-313	304.30
732	National Association of Counties	10-426-472	417.00
733	Sandy E. Livengood	10-435-407	120.00
734	Walraven Bros, Inc.	10-455-312	742.93
735	R. E. Crowder	10-455-425/24.15 10-455-426/19.09	43.24
736	Typewriter Business System	10-476-310/24.75 10-495-452/105.00	129.75
737	Sheriff of Hunt County	10-476-410	30.00
738	Texas District & County Attorneys Assoc.	10-476-472	50.00
739	Western Auto	10-476-590	339.49
740	Revenue Sharing Advisory Service	10-495-330	66.00
741	Keith Barber	10-495-425	44.94
742	Hartgraphics, Inc.	10-497-312	10.09
743	Stephens Supply, Inc.	10-510-380	191.16
744	Swepco	10-510-441	1,685.87
745	Arkla Gas	10-510-442	516.66
746	Aratex/Ind. Uniform & Towel	10-510-480	28.86
747	Esco Elevators, Inc.	10-510-480	154.56
748	Gulf Oil Corporation	10-560-340/220.53 10-560-350/98.73 10-560-450/12.00	331.26
749	Shell Oil Company	10-560-340	13.15
750	Dunn Transmissions, Inc.	10-560-340/16.00 10-560-350/350.00 10-560-450/80.00	446.00
751	Bobby's Discount Auto Center	10-560-341/41.95 10-560-350/167.55 10-560-450/216.00	425.50

UPSHUR COUNTY OPERATING ACCOUNT

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<u>CLAIM NO:</u>	<u>PAY TO:</u>	<u>CLASSIFICATION:</u>	<u>AMOUNT:</u>
752	P & W Wheel Alignment	10-560-350/114.50	\$ 151.00
		10-560-450/36.50	
753	Ronny's Communications	10-560-350/58.00	148.00
		10-560-450/90.00	
754	M & L Mobil	10-560-350/16.50	66.50
		10-560-450/50.00	
755	Texas Distributors of Police Supplies	10-560-350/26.00	256.00
		10-560-450/230.00	
756	Snapshot	10-560-411	12.19
757	Lewis Polygraph Service	10-560-411	65.00
758	Gilmer Drug Co.	10-565-337	81.20
759	Ford Memorial Hospital	10-565-478	124.85
760	Jack P. Kirby, M. D.	10-565-478	60.00
761	Keith Hamberlin	10-565-481	171.75
762	East Texas Council on Alcoholism & Drug Abuse	10-644-476	1,600.00
763	Upshur Co. Trust & Agency Account	10-800-94	15.00
764	Economy Auto Supply, Inc.	10-510-380/29.68	1,539.82
		15-611-350/95.21	
		16-612-350/91.28	
		17-613-350/1,089.10	
		17-613-450/191.00	
		18-614-350/43.55	
765	Upshur-Rural Electric Coop., Corp.	10-510-441/31.05	114.83
		15-611-441/15.68	
		16-612-441/18.88	
		17-613-441/23.83	
		18-614-441/25.39	
766	Construction Supply	10-510-380/3.68	9.38
		17-613-350/5.70	
767	SArgent-SOwell, Inc.	10-560-590/812.45	838.35
		17-613-390/25.90	
768	Smith Oil Co.	15-611-340/23.00	89.00
		16-612-340/66.00	
769	H & D Tire & Automotive	15-611-350/18.75	27.25
		18-614-342/8.50	
770	Young Oil Company	16-612-340/18.90	211.35
		17-613-340/47.04	
		18-614-340/145.41	
771	Gilmer Tire and Automotive Supply	16-612-342/35.81	93.51
		17-613-341/57.70	
772	Upshur County Ford Tractor	16-612-350/250.15	354.05
		18-614-350/103.90	
773	A & E Mill and Welding Supply	16-612-350/6.20	24.80
		18-614-350/18.60	
774	Etex Telephone Coop., Inc.	16-612-443/16.65	34.07
		18-614-443/17.42	
775	Gilmer Auto Supply, Inc.	17-613-350/37.92	53.62
		18-614-340/15.00	
		18-614-350/.70	

UPSHUR COUNTY OPERATING ACCOUNT

<u>CLAIM NO:</u>	<u>PAY TO:</u>	<u>CLASSIFICATION:</u>	<u>AMOUNT:</u>
776	Winn's Quality Builders Supply, Inc.	15-611-350	\$ 24.72
777	Ore City Machine Shop, Inc.	15-611-450	14.00
778	Hiles Garage	16-612-341	147.75
779	Builders Supply Company	16-612-350	33.00
780	George P. Bane, Inc.	16-612-350	85.63
781	H. C. Wilson, Distributor	16-612-350	202.50
782	Davidson Motor Co.	17-613-350	12.50
783	White's Home & Auto Store	18-614-350	26.74
784	Texas Department of Corrections	17-613-390	8.00
785	Southern TelCom	73-410-591/2.92 73-410-480/70.00	72.92
786	The Software Group	74-411-480	3,836.00
787	Transport Life Ins. Co.	87-780-252	269.71
788	Mid-Continent Life Ins. Co.	87-780-252	254.50
789	Family Cancer Plan Ins. Co.	87-780-252	230.12
790	Texas Asso. of County Auditors	10-495-472	60.00

HILLS APPROVED FOR PAYMENT February 13, 1984

PAGE 1 OF 1

UPSHUR COUNTY TRUST & AGENCY ACCOUNT

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<u>CLAIM NO:</u>	<u>PAY TO:</u>	<u>CLASSIFICATION:</u>	<u>AMOUNT:</u>
122	Gilmer National Bank	89-750-710	\$690,000.00

UPSHUR COUNTY, TEXAS

P. O. Box 730 Phone 843-3083

Gilmer, Texas 75644

NOTICE OF AVAILABILITY OF CHARITY CARE

Pursuant to law, Upshur County will make available a reasonable amount of uncompensated health care services to persons eligible under applicable Community Service Administration guidelines. Patient eligibility for charity care is determined by measuring family income against the Income Poverty Guidelines established by the Community Services Administration.

The CSA recently published revised income poverty guidelines effective May 10, 1982 (45 CFR Part 1060). The new guidelines are included here for ease of reference.

CSA Income Poverty Guidelines for
All States Except for Alaska and Hawaii

*SIZE OF FAMILY UNIT	NON-FAPM FAMILY	**FARM FAMILY
1	\$ 4,680.00	\$ 4,010.00
2	6,220.00	5,310.00
3	7,760.00	6,610.00
4	9,300.00	7,910.00
5	10,840.00	9,210.00
6	12,380.00	10,510.00

*For family units with more than six members, add \$1,540.00 for each additional member in a non-farm family and \$1,300.00 for each additional member in a farm family.

**A farm residence is defined as any dwelling on a place of 10 acres or more with \$50.00 or more annual sales of farm proceeds raised there; or any place less than 10 acres having product sales of \$250.00 or more.

IF YOU THINK YOU MAY BE ELIBIBLE FOR CHARITY CARE AND WISH TO REQUEST IT, PLEASE CONTACT THE COUNTY TREASURER AT 214/843-3083, EXTENSION 35. A WRITTEN DETERMINATION OF ELIGIBILITY WILL BE MADE WITHIN FIVE (5) WORKING DAYS AFTER UPSHUR COUNTY RECEIVES THE REQUEST AND AUTHORIZATION FOR VERIFICATION.

THE REQUEST FOR DETERMINATION OF ELIGIBILITY FOR UNCOMPENSATED HEALTH CARE SERVICES AND AUTHORIZATION FOR VERIFICATION SHALL BE RETURNED TO THE COUNTY TREASURER WITHIN 48 HOURS AFTER THE APPLICANT RECEIVES SUCH APPLICATION AND AUTHORIZATION FORMS. FAILURE TO RETURN BOTH THE REQUEST AND AUTHORIZATION FORMS WITHIN THE 48 HOURS FROM DATE OF RECEIPT SHALL RESULT IN A DENIAL OF UNCOMPENSATED HEALTH CARE SERVICES OF AND FROM UPSHUR COUNTY.

A DETERMINATION OF ELIGIBILITY AND WRITTEN NOTICE THEREOF BY MAIL WILL BE MADE BY UPSHUR COUNTY THROUGH ITS DESIGNATED AGENTS WITHIN 5 DAYS FROM DATE OF RECEIPT OF THE REQUEST FOR ELIGIBILITY.

IN THE EVENT IT IS DETERMINED THAT YOU DO NOT QUALIFY FOR UNCOMPENSATED HEALTH CARE SERVICES HEREIN, YOU HAVE THE RIGHT TO APPEAL THE DECISION OF UPSHUR COUNTY TO AN APPEALS REVIEW BOARD. YOU MUST APPEAL SUCH DENIAL WITHIN 10 DAYS AFTER YOU RECEIVE NOTICE OF AN ADVERSE DECISION DENYING UNCOMPENSATED HEALTH CARE SERVICES, UNLESS GOOD CAUSE CAN BE SHOWN WHY YOU DID NOT APPEAL WITHIN 10 DAYS.

PERSONS ELIGIBLE FOR COUNTY ASSISTANCE MUST BE CITIZENS OF THE UNITED STATES WHO ARE CURRENTLY RESIDENTS OF UPSHUR COUNTY, TEXAS, FOR AT LEAST, SIX MONTHS OR LONGER, IMMEDIATELY PRECEDING THE DATE OF APPLICATION.

HEALTH CARE ASSISTANCE FOR THOSE WHO ARE ELIGIBLE SHALL BE HANDLED AS FOLLOWS:

1. Medical care to be furnished by a physician, designated by Upshur County, or under their supervision and recommendation.
2. Hospitalization as needed to be furnished upon the recommendation of the said physician.
3. If hospitalization can be arranged for at John Sealy Hospital, M. D. Anderson Hospital, the University of Texas Chest Hospital at Tyler or any other state facility then the patient shall be treated there.
 - a. If one of the above State supported hospitals can not be arranged for, then hospitalization, if any will be at a facility recommended by the designated physician and approved by Upshur County.
4. Any drugs and/or medicines prescribed by the designated physician which he considers necessary shall be furnished.

UPSHUR COUNTY, TEXAS

P. O. Box 730 Phone 843-3083

Gilmer, Texas 75644

APPLICATION FOR ELIGIBILITY HEALTH CARE DETERMINATION

AS PROVIDED FOR BY LAW, I HEREBY REQUEST THAT UPSHUR COUNTY MAKE A WRITTEN DETERMINATION OF MY ELIGIBILITY FOR UNCOMPENSATED HEALTH CARE SERVICES. I UNDERSTAND THAT THE INFORMATION WHICH I SUBMIT CONCERNING MY ANNUAL INCOME, FAMILY SIZE, AND RESIDENCY IS SUBJECT TO VERIFICATION BY UPSHUR COUNTY, ACTING THROUGH ITS DULY DESIGNATED AGENTS. I ALSO UNDERSTAND THAT IF THE INFORMATION WHICH I SUBMIT IS DETERMINED TO BE FALSE, SUCH DETERMINATION WILL RESULT IN A DENIAL OF PROVIDING HEALTH CARE SERVICES, AND THAT I WILL BE LIABLE FOR CHARGES FOR HEALTH CARE SERVICES. THIS APPLICATION IS MADE UNDER OATH AND AS SUCH IS SUBJECT TO PENALTIES OF THE CRIMINAL LAWS.

*THIS REQUEST MUST BE RETURNED TO THE COUNTY TREASURER OF UPSHUR COUNTY, TEXAS, WITHIN 48 HOURS AFTER THE RECEIPT OF THIS REQUEST. FAILURE TO RETURN THIS REQUEST WITHIN 48 HOURS FROM DATE OF RECEIPT OF SAME, SHALL RESULT IN A DENIAL OF UNCOMPENSATED HEALTH CARE SERVICES OF AND FROM UPSHUR COUNTY, TEXAS.

DATE OF REQUEST: _____ TIME: _____

1. NAME: _____
FIRST MIDDLE LAST

ADDRESS: _____

CITY STATE ZIP CODE

TELEPHONE NO: _____
AREA CODE NUMBERBIRTHDATE: _____ BIRTHPLACE: _____
CITY

STATE

DRIVER'S LICENSE NO.: _____

SOCIAL SECURITY NO.: _____

RESIDENCY: _____
(DATE BEGAN LIVING IN UPSHUR COUNTY ON
PERMANENT BASIS)2. EMPLOYMENT INFORMATION:

APPLICANT'S EMPLOYER: _____

ADDRESS: _____

OCCUPATION: _____

TELEPHONE NO.: _____ NO. YEARS WORKED THERE: _____

GROSS INCOME: _____

APPLICANT'S FORMER EMPLOYER: _____
ADDRESS: _____
OCCUPATION: _____
TELEPHONE NO.: _____ NO. YEARS WORKED THERE: _____
GROSS INCOME: _____

3. SPOUSE'S EMPLOYER: _____
ADDRESS: _____
TELEPHONE NO.: _____ NO. YEARS WORKED THERE: _____
GROSS INCOME: _____

SPOUSE'S FORMER EMPLOYER: _____
ADDRESS: _____
TELEPHONE NO.: _____ NO. YEARS WORKED THERE: _____
GROSS INCOME: _____

4. INCOME: LIST INCOME FOR FAMILY FROM:

	<u>TOTAL FOR LAST THREE MONTHS</u>	<u>TOTAL FOR LAST TWELVE MONTHS</u>
WAGES-----	_____	_____
FARM OR SELF EMPLOYMENT---	_____	_____
PUBLIC ASSISTANCE-----	_____	_____
SOCIAL SECURITY-----	_____	_____
UNEMPLOYMENT COMPENSATION---	_____	_____
WORKMEN'S COMPENSATION---	_____	_____
STRIKE BENEFITS-----	_____	_____
ALIMONY-----	_____	_____
CHILD SUPPORT-----	_____	_____
MILITARY FAMILY ALLOTMENTS	_____	_____
PENSIONS-----	_____	_____
INCOME FROM DIVIDENDS, ETC.	_____	_____
INCOME FROM RENT-----	_____	_____

5. LIST DEPENDENTS:

<u>NAME</u>	<u>RELATIONSHIP</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

6. TYPE OF SERVICE:
INPATIENT: _____ OUTPATIENT: _____
EMERGENCY: _____

7. HAVE YOU BEEN TREATED FOR THESE SYMPTOMS IN THE LAST 30 DAYS? YES: _____ NO: _____
IF YES, GIVE DATE _____; PROVIDER(S), DOCTOR _____, HOSPITAL _____; ADDRESSES: _____;

AND DIAGNOSIS _____

_____.

8. HOME - YEAR PURCHASED: _____
Current market value: \$ _____
AUTOMOBILE - MAKE: _____ YEAR: _____
Current market value: \$ _____

9. BANK ACCOUNTS:
Checking Accounts: \$ _____
Where located: _____
(Name)
Savings Accounts: \$ _____
Where located: _____
(Name)

DATED THIS _____ DAY OF _____ 19____.

SIGNATURE (PERSON MAKING REQUEST)

THE STATE OF TEXAS *
COUNTY OF _____ *

SUBSCRIBED AND SWORN TO BEFORE ME, this _____ day of _____, 19____, personally appeared _____.

NOTARY PUBLIC, STATE OF TEXAS

My commission expires: _____

UPSHUR COUNTY, TEXAS

INFORMATION RELEASE

APPLICANT _____

SPOUSE _____

DATE _____

I, hereby authorize persons, organizations, or establishments having information or records concerning me/us or my/our circumstances to furnish such information to a representative of the Upshur County Treasurer's Office.

I hereby grant permission for the Upshur County Treasurer's Office to obtain information which may have a bearing on my/our eligibility for health care assistance.

Applicant's Signature

Spouse's Signature

UPSHUR COUNTY, TEXAS

P. O. Box 730 Phone 843-3083

Gilmer, Texas 75644

ACKNOWLEDGMENT

I, _____, the undersigned hereby acknowledge that I fully understand the extent of the assistance offered by Upshur and my obligations under such agreement.

Conditions:

1. If information which I submitted is determined to be false, such determination will result in denial of providing health care services, and that I will be liable for charges for health care services and subject to penalties of the criminal laws.
2. Upshur County's liability will be secondary to any personal or group health insurance policies currently in effect on the patient.
3. Patient must accept all available assistance provided by other designated agencies or programs.
4. Upshur County will be responsible only for those services that it pre-authorizes.
5. Upshur County will be responsible only for such charges allowed on it's adopted schedule of fees.

DATED THIS _____ day of _____, 19__.

SIGNATURE

THE STATE OF TEXAS *
COUNTY OF _____ *

SUBSCRIBED AND SWORN TO BEFORE ME, this ____ day of _____, 19__, personally appeared _____.

NOTARY PUBLIC, STATE OF TEXAS
My commission expires: _____

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UPSHUR COUNTY, TEXAS

P. O. Box 730 Phone 843-3083

Gilmer, Texas 75644

ELIGIBILITY DETERMINATION FOR
UNCOMPENSATED HEALTH CARE SERVICES

PATIENT'S NAME: _____

ADDRESS: _____

CHARITY CARE REQUESTED BY: _____

AN ELIGIBILITY DETERMINATION HAS BEEN CONDUCTED FOR UNCOMPENSATED
HEALTH CARE SERVICES FOR: _____

BASED ON THE INFORMATION SUPPLIED BY THE PATIENT OR ON BEHALF OF
THE PATIENT, THE FOLLOWING DETERMINATION HAS BEEN MADE:

_____ YOUR REQUEST FOR UNCOMPENSATED HEALTH CARE SERVICES
HAS BEEN APPROVED FOR SERVICES RENDERED (OR TO BE
RENDERED) ON: _____

_____ YOUR REQUEST FOR SERVICES HAS BEEN DENIED BECAUSE:

_____ YOUR INCOME EXCEEDS THE INCOME CRITERIA.

_____ OTHER

THE REQUEST FOR SERVICES WAS MADE BY THE PATIENT OR ON BEHALF
OF THE PATIENT ON _____ (DATE). AS REQUIRED BY
THE APPLICABLE REGULATION, THIS DETERMINATION WAS COMPLETED
ON _____ (DATE) WHICH IS WITHIN _____ WORKING
DAYS FOLLOWING THE DATE OF THE REQUEST FOR UNCOMPENSATED
HEALTH CARE SERVICES.

UPSHUR COUNTY, TEXAS

BY: _____
COUNTY TREASURER

IN THE EVENT IT IS DETERMINED THAT YOU DO NOT QUALIFY FOR
UNCOMPENSATED HEALTH CARE SERVICES HEREIN, YOU HAVE THE RIGHT
TO APPEAL THE DECISION OF UPSHUR COUNTY TO AN APPEALS REVIEW
BOARD. YOU MUST APPEAL SUCH DENIAL WITHIN 10 DAYS AFTER YOU
RECEIVE NOTICE OF AN ADVERSE DECISION DENYING UNCOMPENSATED
HEALTH CARE SERVICES, UNLESS GOOD CAUSE CAN BE SHOWN WHY YOU
DID NOT APPEAL WITHIN 10 DAYS.

VERNON VICK
COUNTY TREASURER
UPSHUR COUNTY
GILMER, TEXAS

Dr. _____

RE: _____

Dear Dr. _____:

The above captioned person recently made application for charity health care service.

My office has made a determination that the above captioned person is eligible for health care services to be provided by Upshur County or other appropriate providers.

This is an authorization for you to do an examination and administer such services that are immediately necessary for treatment. If your diagnosis is that other tests or treatments or referrals are necessary these should not be ordered without the written approval of Upshur County.

Any services rendered will be paid according to the fee schedules adopted by Upshur County unless other arrangements are made.

If there are any questions, please feel free to call my office, telephone number 843-3083, extension 35.

Thank you for your cooperation, I am,

Sincerely yours,

Vernon Vick

Vernon Vick
County Treasurer

VV/km

NOTICE OF APPEAL FROM DENIAL OF HEALTH CARE

On the _____ day of _____, 198____, Upshur County denied my application for uncompensated health care services which I submitted on the _____ day of _____, 198____.

The reason for denial was as follows: _____

I wish to give notice of appeal, and hereby give notice of appeal to the Review Board of such denial.

EXECUTED this the _____ day of _____, 198____.

Applicant

Notice of appeal of _____
was received on this _____ day of _____, 198____.

Agent for Upshur County, Texas

Gilmer Public Schools

P. O. DRAWER 40

Gilmer, Texas 75644

TELEPHONE 843-2526

JACK E. COCKRILL
SUPERINTENDENT

J. M. MARSHALL BUSINESS MANAGER
TAX COLLECTOR

Upshur County Judge Everette Dean
Upshur County Courthouse
Gilmer, Texas 75644

Dear Judge Dean:

I certify that the following location is a turn-around on
a Gilmer I.S.D. bus route:

John C. Sweetser, Route 4, Box 230, Gilmer

ROUTE: _____

We will appreciate any improvement that you may be able to make at this location.

Sincerely,



Ronnie Stanley
Transportation Director

RS:nm

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