



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

9-10-90

Commissioners Court met in regular session with all members present.

Motion by David Loyd seconded by Tommy Eatherton to approve the minutes of the previous meeting. Motion carried.

Motion by Bill Loggins seconded by Gaddis Lindsey for the County and District Clerk to attend a meeting in Nacogdoches Sept. 26 & 27, 1990. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by Bill Loggins to approve an interlocal agreement between Upshur County and the city of East Mountain for the collection of taxes. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by David Loyd to approve the librarian attending a meeting in Terrell Sept. 22, 1990. Motion carried, copy attached.

The Sheriff's fees for 1991 were presented to the court. Motion by David Loyd seconded by Bill Loggins to approve the fees. Motion carried, copy attached.

Motion by Tommy Eatherton seconded by Bill Loggins to approve the special road use agreement by Bill Tucker to haul logs on Kangaroo Road. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by Tommy Eatherton to approve the special road use agreement by Bates Enterprises to haul logs on Jonquil, Gardenia and Ivy Roads. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by Bill Loggins to approve the permit application of Charles McGowan to install a culvert within ROW of Greenhill Road. Motion carried, copy attached.

Motion by David Loyd seconded by Tommy Eatherton to approve the permit application of W. A. Freeman to install a culvert within ROW of Silver Maple. Motion carried, copy attached.

Motion by David Loyd seconded by Gaddis Lindsey to approve the payment of the bills now due. Motion carried, copy not attached.

Motion by Gaddis Lindsey seconded by Bill Loggins to approve the payroll changes of the following employees: Kaye Cain, Robert Cromley, Barbara Moore, Dona Flipppo, Frankie Hamberlin, Janie Gage, Marcine Julian, Eddie Joe Smith, Kenneth Mayfield and Ronnie Norman. Motion carried, copy attached.

Motion by Tommy Eatherton seconded by David Loyd to approve the Treasurer's monthly report. Motion carried, copy attached.

Motion by Bill Loggins seconded by Tommy Eatherton to approve the budget amendments as presented. Motion carried, copy attached.

The financial statement ending August 31, 1990 was presented and accepted. Copy is on file in the County Clerk's office.

Motion by Bill Loggins seconded by Tommy Eatherton to approve advertising for bids on road oil and gasoline. Motion carried.

Motion by Bill Loggins seconded by Gaddis Lindsey to adjourn. Motion carried.

*[Signature]*  
COUNTY JUDGE

*[Signature]*  
COMMISSIONER PCT. # 1

*[Signature]*  
COMMISSIONER PCT. # 2

*[Signature]*  
COMMISSIONER PCT. # 3

*[Signature]*  
COMMISSIONER PCT. # 4

VOL 35 PG 982

TO AREA VI COUNTY & DISTRICT CLERKS, DEPUTIES, VENDORS & FRIENDS!!!  
DON'T MISS THIS MEETING.....

SEPTEMBER 26 & 27, 1990

WHEN: SEPTEMBER 26 & 27, 1990 WHERE: FREDONIA HOTEL  
200 N. Fredonia St.  
Nacogdoches, TX. 75961  
409/564-1234

YOUR WILL NEED TO MAKE YOUR OWN RESERVATIONS. BE SURE TO ADVISE THE HOTEL THAT YOU ARE ATTENDING THE AREA VI COUNTY & DISTRICT CLERKS MEETING. THE HOTEL WILL WAIVE SALES TAX IF YOU PRESENT YOUR COUNTY'S TAX I.D. NUMBER.

IF 10 OR MORE ROOMS ARE BOOKED THE PRICE PER ROOM WILL BE \$47.00. CALL EARLY SO WE CAN GET A GOOD PRICE. THE FREDONIA HOTEL HAS BLOCKED ROOMS FOR THE NIGHT OF WEDNESDAY, SEPTEMBER 26, 1990 FOR THOSE INTERESTED. THERE SHOULD BE ROOM FOR EVERYONE.

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AGENDA

SEPTEMBER 26, 1990

EARLY REGISTRATION IN LOBBY OF FREDONIA HOTEL 3:00 UNTIL 6:00 P.M.

DUTCH TREAT DINNER AS A GROUP WITH THOSE INTERESTED..ABOUT 7:00 P.M.

SEPTEMBER 27, 1990

REGISTRATION	8:30--10:00 A.M.
MEETING	10:00--12:00
LUNCH BUFFET	12:00-- 1:30 P.M.
MEETING	1:30-- 3:00

COST: \$17.00 Per Person (Includes the Luncheon Buffet)  
SEND REGISTRATION TO: SHELBY SOLOMON, AREA DIRECTOR  
101 West Main St. Nacogdoches, TX. 75961

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September 5, 1990

To: Commissioners Court

From: Rex Shaw & Horace Ray

Request to attend the above meeting, Area VI at  
Nacogdoches, TX. April 26 & 27.

*Rex Shaw*

UPSHUR COUNTY COMMISSIONERS COURT RESOLUTION SETTING THE FEE TO BE PAID IN UPSHUR COUNTY FOR SERVICE OF CIVIL PROCESS AND SETTING OTHER SHERIFF'S FEES HEREIN SPECIFIED AS PROVIDED BY ARTICLE 118.131, LOCAL GOVERNMENT CODE

BE IT REMEMBERED at a regular meeting of the Commissioners Court of Upshur County, Texas, held on the 10th day of September, 1990, the following ORDER of this Commissioners Court was adopted:

WHEREAS, Article 118.131, Local Government Code, has authorized the Commissioners Court of each County to set reasonable fees to be charged for services by the Offices of Sheriff's and Constables; and

WHEREAS, the Commissioners Court is of the opinion that the following fees are reasonable and should be established in Upshur County effective January 1, 1991.

For each person, corporation or legal entity, on whom service of citation, subpoena, summons, or process not otherwise provided for, is performed or attempted and return made, including mileage, if any, the Sheriff or Constables shall receive a fee of:

SMALL CLAIM COURTS	\$30.00
JUSTICE COURTS	\$35.00
ALL OTHER COURTS	\$45.00

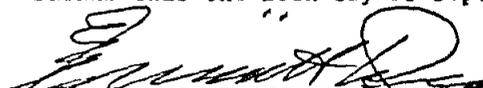
For executing or attempting to execute writ of garnishment, injunction writ, distress warrant, writ of attachment, writ of sequestration, writ of execution, order of sale, writ of execution and order of sale, or writ not otherwise provided for, and making return thereon including mileage, if any, the Sheriff and Constables shall receive a fee of:

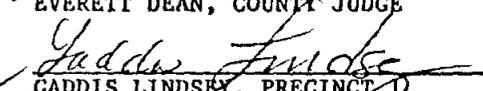
SMALL CLAIMS COURTS, JUSTICE COURTS AND ALL OTHER COURTS	\$50.00
TAKING AND APPROVING BONDS	\$20.00
POSTING OF NOTICE	\$15.00

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED by the Upshur County Commissioners Court that the fees as prescribed above are hereby set by the Commissioners Court to become effective January 1, 1991 and to remain in effect until further orders from the court.

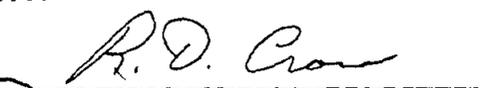
IT IS FURTHER ORDERED that the District and County Clerks and the Justice Courts and any other affected official or department make appropriate revisions of their fee schedules.

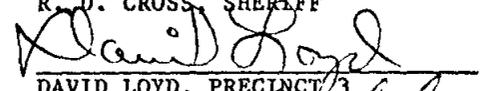
SIGNED this the 10th day of September, 1990.

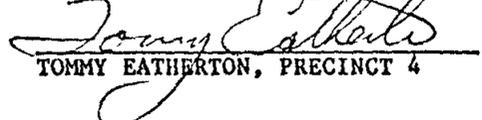
  
EVERETT DEAN, COUNTY JUDGE

  
GADDIS LINDSEY, PRECINCT 1

  
BILL LOGGINS, PRECINCT 2

  
R. D. CROSS, SHERIFF

  
DAVID LOYD, PRECINCT 3

  
TOMMY EATHERTON, PRECINCT 4

THE STATE OF TEXAS

COUNTY OF UPSHUR

INTERLOCAL AGREEMENT FOR  
ASSESSMENT AND COLLECTION OF TAXES

On this the 13th day of August, 1990, the City of East Mountain hereinafter called "Taxing Unit", and Upshur County, hereinafter called "County", enter into the following contract and agreement pursuant to the authority granted by TEXAS TAX CODE ANN. SECTION 6.23 and 6.24 (Vernon 1982), and TEXAS REV. CIV. STAT. ANN. art 4413 (32c) (Vernon 1976), as amended.

WITNESSETH:

WHEREAS, it would be economically advantageous to both the Taxing Unit and the County to consolidate the tax assessment and collection functions; and

WHEREAS, in entering into this contract and agreement, it is the intention of the Taxing Unit and the County that upon commencement of the term of this contract as herein stated, the County shall for the said term of this contract provide such necessary tax assessment and collection services;

WHEREAS, Taxing Unit desires to have County perform those functions being provided by Taxing Unit's Tax Department, but Taxing Unit's governing body will continue to perform its functions while contracting with County;

NOW, THEREFORE, the said parties have and do hereby covenant and agree as follows:

1. The County shall collect the ad valorem property taxes owing to the Taxing Unit and shall perform all assessment and collection duties and functions imposed by law upon the tax assessor and collector for the Taxing Unit, including, but not limited to the following:

- a) Preparation and mailing of the tax statements;
- b) Preparation of monthly collection reports to Units;
- c) Development and maintenance of current and delinquent tax rolls for Unit;
- d) Maintenance of a staff and office for the collection of taxes at the main County Courthouse, Gilmer, Texas;

- e) Calculation of maximum tax rates as required by Article 7244c, Texas Revised Civil Statutes; and
- f) Development and maintenance of such other forms and records as are necessary or required by law or regulations;
- g) Undertake any and all other actions necessary to the proper collection of ad valorem taxes for the Unit;
- h) Calculation of an effective tax rate, based upon information provided by Taxing Unit on or about August 1, of the tax year;
- i) Timely preparation and mailing of current tax bills;
- j) Preparation and mailing of delinquent tax bills;
- k) Remittance of taxes collected to the Taxing Unit;
- l) Provide monthly reports of current and delinquent collections and an annual report of all taxes collected or delinquent;
- m) Provide adequate and acceptable off-site storage of Taxing Unit's related data files.

2. Taxing Unit hereby authorized County to make deposits of taxes collected by County on its behalf to such depositories as are selected by Unit. County shall make deposits for Unit to the account of Unit on a daily basis.

3. The County shall retain all fees charged for the issuance of tax certificates and any interest accruing upon tax payments while deposited in the County's depository prior to remittance to the Taxing Unit. The County shall expend such retained funds solely on tax assessment and collection services.

4. The County shall provide an annual independent audit of all funds collected. Said audit shall be conducted by a certified public accounting firm and a copy of the audit report shall be provided to the Taxing Unit.

5. Taxing Unit hereby agrees and expressly authorizes County to contract on Unit's behalf with private legal counsel for the collection of delinquent taxes. Unit further agrees that such fee as is allowed by law and provided for in the contract for private legal counsel shall be paid by Unit on whose behalf the delinquent taxes, penalty and interest are collected.

6. All costs and expenses which are paid or are incurred by the County for the collection of delinquent ad valorem taxes

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Through legal action, including court costs, attorney's fees, appraisal fees, sheriff's fees and publication expense (herein called "Legal Expenses"), shall be excluded from the Collection Charge and shall be paid by the taxing entity on whose behalf such legal action was instituted. Costs incurred on behalf of more than one taxing Unit, above the 15% attorney fee allowed by law, shall be allocated in the following manner. Unit shall pay its proportionate share of the Legal Expenses for each term of this contract according to the number of units, involved in suit, that County collects ad valorem taxes for, divided by total cost of legal fees.

7. The Taxing Unit shall provide to the County, without charge, a printed copy and a computer tape (in a format useable by the County) of its cumulative delinquent tax roll, and current tax roll, as appropriate, with all accounts property identified by a current County Appraisal District property identification number.

8. Unit shall furnish to County on request all records in the Unit's possession relating to the assessment and collection of taxes and shall cooperate in providing such other information and records, whether in its possession or not, which may be needed by the County in order for the County to carry out the terms of this Agreement.

9. All information provided to the County shall be provided in writing. County shall be entitled to rely upon information supplied by Taxing Unit.

10. The Tax Assessor-Collector shall give bond conditioned on the faithful performance of his duties as tax assessor and collector for the Taxing Unit. Said bond shall be made payable to and shall be approved by the governing body of Taxing Unit. The Taxing Unit shall pay the premium for such bond from its current available revenues.

11. In consideration of the services to be rendered by the County, the Taxing Unit shall pay the County as follows:

- a) The Taxing Unit agrees to pay the County the lesser of:
  - i. one (\$1.00) dollar per parcel of Taxing Unit's property; or
  - ii. actual costs of collections attributable to Taxing Unit's property, as determined by County Tax Assessor/Collector
- b) In the event that payments received in any one year exceed the actual cost of providing services pursuant to this Agreement, the County shall reimburse the Taxing Unit to the extent of the excess funds.

- c) In the event that payments received in any one year are less than the actual cost of providing services pursuant to this Agreement, the Taxing Unit shall reimburse the County all actual costs incurred for the collection of taxes up to one (\$1.00) dollar per parcel per year.
- d) In the event that the Taxing Unit's tax rate is rolled back or otherwise changed after the County begins collections for the Taxing Unit in any given year, the County will continue to act for the Taxing Unit in providing refunds to taxpayers or sending corrected billings. The cost of additional publications and notices will be the responsibility of the Taxing Unit. All costs incurred by the County for late and separate tax bills processing, or issuance of corrected bills, or refunds associated therewith, shall be strictly accounted for by the County and shall be payable by the Taxing Unit upon submission of that accounting by the County. This cost shall be the actual cost of providing those extra services required by the rollback or change in tax rate.

12. The Taxing Unit shall adopt its tax rate by the 1st of September.

13. If County adopts a partial payment program as provided by TEXAS TAX CODE ANN., Section 31.07, as amended, such policy shall be adopted in accordance with the guidelines set and promulgated by the State Property Tax Board.

14. The Taxing Unit agrees payments shall be made quarterly to the County, the first payment to be made on or about September 1, 1990. Subsequent payments shall be made on or about the 1st day of each subsequent quarter that this contract is in force.

15. This contract shall be effective on September 1, 1990, and shall continue in full force and effect from year to year until such time as either party, hereto, by written notice to the other party, may terminate the same, such termination to be effective only if such notice is provided to the other party on or before July 1 of the tax year in which the party intends for the contract to terminate, or by mutual consent of the parties. Any such termination shall be effective on or before September 1 of such tax year. In the event of termination of this Agreement, the County shall deliver to the Unit all records and documents in its possession relating to the collection of taxes on behalf of the Unit unless it is necessary to retain such records or documents, in which event the County shall furnish the Unit a copy thereof at the Unit's expense.

16. It is agreed and understood that this contract is not transferable or assignable without the written consent and approval of the Taxing Unit. The terms herein stated shall be binding upon the parties hereto, their successors, assigns and legal representatives.

17. Any alteration or modification of this contract shall be in writing and signed by both parties.

18. This contract constitutes the entire agreement of the parties. No written or oral representation or modification shall have force or effect unless such modification is made in conformity with paragraph 15 herein.

19. This Agreement supercedes any and all agreements and contracts by and between any of the parties hereto relative to the collection of ad valorem taxes.

20. The provisions of this contract are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this contract is for any reason held to the contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the contract.

IN WITNESS WHEREOF, the respective parties hereunto set their hands this 28th day of August, 1990.

TAXING UNIT

UPSHUR COUNTY

BY: Ralph B. Collins

BY: [Signature]  
County Judge

Ralph B. Collins, Mayor  
Name and Title

APPROVED:

BY: \_\_\_\_\_  
Attorney for Taxing Unit

BY: [Signature]  
County Tax Assessor-Collector

# DISTRICT 5 MEETING

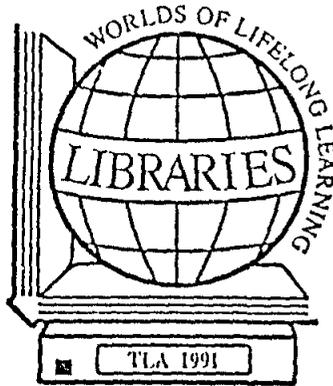
Saturday, September 22, 1990

8:30 a.m. - 2:30 p.m.

Terrell High School Terrell, Texas



*Librarian to attend -*



## AGENDA

- 8:30 - 9:00 Registration
- 9:00 - 10:45 Brunch, Business Meeting, Election of Officers
- 11:00 - 12:30 Workshops, Session I
  - Reference Update
  - "Project Leadership": Library Automation Standards
  - Public/School Library Cooperation
  - Building Community Partnerships: The Texas Conference on Libraries and Information Services
  - Leading Libraries Into the 21st Century: Flexible Leadership and Motivation Styles
- 12:30 - 1:00 Break and Refreshments  
Announcement of election results
- 1:00 - 2:30 Workshops, Session II (repeat of Session I)

\* \* \* \* \*

### NOMINEES FOR DISTRICT 5 OFFICERS:

#### CHAIR-ELECT

- Mary Musgrave ... DeSoto Public Library
- Chris O'Brian ... Follett Co., Marshall

#### SECRETARY

- Mary Thomas Sullivan ... Quitman Public Library
- Lynda West ... Carrollton/Farmers Branch ISD

#### TREASURER

- Karen Farrell ... Collin County Community College
- Susan Weisak ... Wylie ISD

Voting will occur during the brunch business meeting. Election results will be announced during the 12:30 break.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §  
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned Bill Tucker, 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 exact route, direction and miles in tenths) \_\_\_\_\_  
Kangaroo 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 logs from its lands located in Precinct No. 4, Upshur County.

4.  
First Party agrees to put said road back into the same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.  
First Party agrees to POST SURETY BOND in the amount of \$ \_\_\_\_\_ to Upshur County Commissioner's 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.

Bill Tucker  
First Party Signature

P.O. Box 87  
Street or Box

Naples, Texas 75568  
City, State and Zip Code

214-897-5016  
Telephone

Alton Rape  
Timber Tract

September 6, 1990  
Date Signed

Frank Deason  
County Judge

Haldo Lindsey  
Commissioner 1

Bill Jennings  
Commissioner 2

David Boyd  
Commissioner 3

Tommy Catlett  
Commissioner 4

\_\_\_\_\_  
Date Signed

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §  
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned Bates Enterprises, 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 exact route, direction and miles in tenths) \_\_\_\_\_

Jonquil, Gardenia and Ivy 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 logs 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 Commissioner's 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.

[Signature]  
First Party Signature

[Signature]  
County Judge

P.O. Box 511  
Street or Box

[Signature]  
Commissioner 1

Draingerfield, Texas 75638  
City, State and Zip Code

[Signature]  
Commissioner 2

214-645-2650  
Telephone

[Signature]  
Commissioner 3

Timber Tract

[Signature]  
Commissioner 4

Sept. 5, 1990  
Date Signed

\_\_\_\_\_  
Date Signed

Permit issued for a period not to exceed 90 days.

VOL 35 PG 992

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT # 1  
DATE 9-11-90

Formal notice is hereby given that Charles McHaul  
whose principal address is 2600 Dreyon Rd, Longview, TX 75601  
does propose to place a Culvert  
within the ROW of County Road Greenhill Rd.  
as follows:

757-3243

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 and Bridge Department policies and specifications.

Proposed construction will begin, if approved, on or after \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

NAME [Signature]  
TITLE \_\_\_\_\_  
ADDRESS \_\_\_\_\_

[Signature]

PERMIT APPLICATION FOR  
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT # 3  
DATE 9-6-90

Formal notice is hereby given that W. A. Freeman  
whose principal address is Rt. 1 Box 268, Ole City, Tex 75685  
does propose to place a Culvert  
within the ROW of County Road Silver Maple  
as follows:

968-6901

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 A Freeman

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_



**TO: PAYROLL DEPARTMENT**

VOL 205 PG 994

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

EFFECT 9-1-90  
(DATE & TIME)  
 EMPLOYEE Ronnie Norman (S.O.)  
 SOCIAL SECURITY NO 450-04-8565 CLOCK NO 435

**THE CHANGE(S)**

<input checked="" type="checkbox"/> CHECK ALL APPLICABLE BOXES	FROM	TO
<input type="checkbox"/> DEPARTMENT		
<input type="checkbox"/> JOB		
<input type="checkbox"/> SHIFT		
<input type="checkbox"/> RATE	17-9	17-10
<input type="checkbox"/>	1584.71	1624.35

**REASON FOR THE CHANGE(S)**

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

LEAVE OF ABSENCE FROM \_\_\_\_\_ (DATE) UNTIL \_\_\_\_\_ (DATE)

OTHER (EXPLAIN) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

CHANGE AUTHORIZED BY MK Joulon DATE \_\_\_\_\_

CHANGE APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_

**TO: PAYROLL DEPARTMENT**

VOL 25 PG 995

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

EFFECT 9-1-90  
(DATE & TIME)

EMPLOYEE KAYE CAIN (CLERK'S OFFICE)

SOCIAL SECURITY NO \_\_\_\_\_ CLOCK NO 118

**THE CHANGE(S)**

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

**REASON FOR THE CHANGE(S)**

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

LEAVE OF ABSENCE FROM \_\_\_\_\_ (DATE) UNTIL \_\_\_\_\_ (DATE)

OTHER (EXPLAIN) LONGEVITY 12 YEARS \$48.00

CHANGE AUTHORIZED BY Murray Weil DATE 9-7-90

CHANGE APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_

**TO: PAYROLL DEPARTMENT**

VOL 225 PG 996

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

EFFECT 9-1-90  
(DATE & TIME)  
EMPLOYEE ROBERT CROMLEY (SHERIFFS OFFICE)  
SOCIAL SECURITY NO \_\_\_\_\_ CLOCK NO 342

**THE CHANGE(S)**

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

**REASON FOR THE CHANGE(S)**

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

LEAVE OF ABSENCE FROM \_\_\_\_\_ (DATE) UNTIL \_\_\_\_\_ (DATE)

OTHER (EXPLAIN) LONGEVITY 3 YEARS 12.00

CHANGE AUTHORIZED BY [Signature] DATE 9-7-90

CHANGE APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_

TO: PAYROLL DEPARTMENT

VOL 35 PG 999

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

EFFECT 9-1-90  
(DATE & TIME)

EMPLOYEE BARBARA MOORE (JP#1 OFFICE)

SOCIAL SECURITY NO \_\_\_\_\_ CLOCK NO 246

THE CHANGE(S)

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

REASON FOR THE CHANGE(S)

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

LEAVE OF ABSENCE FROM \_\_\_\_\_ (DATE) UNTIL \_\_\_\_\_ (DATE)

OTHER (EXPLAIN) LONGEVITY 6 YEARS <sup>2</sup>2400

CHANGE AUTHORIZED BY Mary Vist DATE 9-6-90

CHANGE APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_

VUL 22 PG 998

**TO: PAYROLL DEPARTMENT**

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

EFFECT 9-1-90  
(DATE & TIME)

EMPLOYEE DONA FLIPPO (Auditors OFFICE)

SOCIAL SECURITY NO \_\_\_\_\_ CLOCK NO 383

**THE CHANGE(S)**

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

**REASON FOR THE CHANGE(S)**

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

LEAVE OF ABSENCE FROM \_\_\_\_\_ (DATE) UNTIL \_\_\_\_\_ (DATE)

OTHER (EXPLAIN) LONGEVITY 2 YEARS \$8.00

CHANGE AUTHORIZED BY [Signature] DATE 9-6-90

CHANGE APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_

TO: PAYROLL DEPARTMENT

VOL 35 PG 999

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

EFFECT 9-1-90  
(DATE & TIME)

EMPLOYEE FRANKIE HAMBERLIN (Dist CLKR OFF)

SOCIAL SECURITY NO \_\_\_\_\_ CLOCK NO 343

THE CHANGE(S)

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

REASON FOR THE CHANGE(S)

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

LEAVE OF ABSENCE FROM \_\_\_\_\_ (DATE) UNTIL \_\_\_\_\_ (DATE)

OTHER (EXPLAIN) LONGEVITY 3 YEARS @ 12.00

CHANGE AUTHORIZED BY [Signature] DATE 9-6-90

CHANGE APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_

**TO: PAYROLL DEPARTMENT**

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

EFFECT 9-1-90  
(DATE & TIME)  
 EMPLOYEE Janie Page (S.O.)  
 SOCIAL SECURITY NO 457-55-5037 CLOCK NO 272

VOL 385 PG 1000

**THE CHANGE(S)**

<input checked="" type="checkbox"/> CHECK ALL APPLICABLE BOXES	FROM	TO
<input type="checkbox"/> DEPARTMENT		
<input type="checkbox"/> JOB		
<input type="checkbox"/> SHIFT		
<input type="checkbox"/> RATE	17-9	17-11
<input type="checkbox"/>	1584.71	1663.95

**REASON FOR THE CHANGE(S)**

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

LEAVE OF ABSENCE FROM \_\_\_\_\_ (DATE) UNTIL \_\_\_\_\_ (DATE)

OTHER (EXPLAIN) From Deputy I to Deputy II

CHANGE AUTHORIZED BY MK Jordan DATE \_\_\_\_\_

CHANGE APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_

TO: PAYROLL DEPARTMENT

VOL 35 PG 1001

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

EFFECT 9-1-90  
(DATE & TIME)

EMPLOYEE MARCINE JULIAN (SHORTOFFICE)

SOCIAL SECURITY NO \_\_\_\_\_ CLOCK NO 385

**THE CHANGE(S)**

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

**REASON FOR THE CHANGE(S)**

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

LEAVE OF ABSENCE FROM \_\_\_\_\_ (DATE) UNTIL \_\_\_\_\_ (DATE)

OTHER (EXPLAIN) LONGEVITY 2 YEARS <sup>7</sup>8.00

CHANGE AUTHORIZED BY [Signature] DATE 9-7-90

CHANGE APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_

**TO: PAYROLL DEPARTMENT**

VOL 35 PG 1000

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

EFFECT 9-1-90  
(DATE & TIME)  
 EMPLOYEE EDDIE JOE SMITH (PCT 1)  
 SOCIAL SECURITY NO \_\_\_\_\_ CLOCK NO 248

**THE CHANGE(S)**

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

**REASON FOR THE CHANGE(S)**

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

LEAVE OF ABSENCE FROM \_\_\_\_\_ (DATE) UNTIL \_\_\_\_\_ (DATE)

OTHER (EXPLAIN) LONGEVITY 6 YEARS \$24.00

CHANGE AUTHORIZED BY Nancy Dick DATE 8-7-90

CHANGE APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_

TO: PAYROLL DEPARTMENT

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

EFFECT 9-1-90  
(DATE & TIME)

EMPLOYEE KENNETH MAYFIELD (SHORTLYS OFFICE)

SOCIAL SECURITY NO \_\_\_\_\_ CLOCK NO 245

**THE CHANGE(S)**

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

**REASON FOR THE CHANGE(S)**

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

LEAVE OF ABSENCE FROM \_\_\_\_\_ (DATE) UNTIL \_\_\_\_\_ (DATE)

OTHER (EXPLAIN) LONGEVITY 6 YEARS \$24.00

CHANGE AUTHORIZED BY Judy Visk DATE 9-6-90

CHANGE APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_

UPSHUR COUNTY TREASURER'S MONTHLY REPORT  
AND COMMISSIONERS COURT AFFIDAVIT

August 1, 1990 THROUGH August 31, 1990

VOL 25 PG 1064

	Beginning Balance	Revenues	Disbursements	Ending Balance	Demand Balance	Time Deposits	Total Deposits
Operating Account	2,635,421.34	303,264.60	585,650.20	2,353,035.74	53,035.74	2,300,000.00	2,353,035.74
Operating Available School Fund 90	375,656.70	10,257.87	0.00	385,914.57	1.35	385,913.22	385,914.57
Operating Permanent School Fund 89	931,984.63	1,311.01	0.00	933,295.64	2,416.86	930,878.78	933,295.64
Insurance Account	310,643.90	46,334.51	65,789.31	291,189.10	21,189.10	270,000.00	291,189.10
Payroll Clearing Acct.	50.00	595.00	595.00	50.00	50.00	-0-	50.00
<b>TOTALS</b>	<b>4,253,756.57</b>	<b>361,762.99</b>	<b>652,034.51</b>	<b>3,963,485.05</b>	<b>76,693.05</b>	<b>3,886,792.00</b>	<b>3,963,485.05</b>

INDEBTEDNESS

1977 Certificates of Obligation	359,000.00
1979 Certificates of Obligation	135,000.00
1985-A Certificates of Obligation	1,950,000.00
1987 Certificates of Obligation	610,000.00
Other Indebtedness	247,227.11

AFFIDAVIT

The above information is found to be true and correct.

*Everett Dean*  
County Judge, Everett Dean

*Gaddis Lindsey*  
Commissioner, Pct. #1, Gaddis Lindsey

DEPUTY  
19  
11 11 11 11 11 11  
*Bill Loggins*  
Commissioner, Pct. #2, Bill Loggins

15:16 14 01 1990  
*David Loyd*  
Commissioner, Pct. #3, David Loyd

FILED  
COUNTY CLERK  
REX H. SHAW  
*Tommy Eatherton*  
Commissioner, Pct. #4, Tommy Eatherton

B U D G E T    A M E N D M E N T

DATE:

HONORABLE COMMISSIONERS COURT OF UPSHUR COUNTY:

I WOULD LIKE TO REQUEST THE AMENDMENTS TO MY DEPARTMENTAL BUDGET:

FUND	DEPT.	ACCT.	AMOUNT
General			8,000
6111			8,000

REASON: do more expenditures exceeding Budget.

THERE ARE NO AREAS IN MY CURRENT BUDGET TO REDUCE IN ORDER TO FUND THE ABOVE MENTIONED ITEMS

*[Signature]*  
APPROVED COMMISSIONERS COURT

*[Signature]*  
DEPARTMENT HEAD

*[Signature]*  
ATTEST COUNTY CLERK

B U D G E T    A M E N D M E N T

DATE:

HONORABLE COMMISSIONERS COURT OF UPSHUR COUNTY:

I WOULD LIKE TO REQUEST THE AMENDMENTS TO MY DEPARTMENTAL BUDGET:

FUND	DEPT.	ACCT.	AMOUNT
10			30,000
17			30,000

REASON: *to cover expenditures exceeding Budget.*

THERE ARE NO AREAS IN MY CURRENT BUDGET TO REDUCE IN ORDER TO FUND THE ABOVE MENTIONED ITEMS.

*David R. [Signature]*

APPROVED COMMISSIONERS COURT

*David R. [Signature]*  
DEPARTMENT HEAD

*Ray Straw*  
ATTEST COUNTY CLERK



VOL. 85 PG 1008

<b>FINST</b> STATE BANK P O BOX 1432 GLADEWATER, TX 75647	<b>JACK M. FINLEY, INC.</b>		3627
	DBA PROFESSIONAL LAND TITLE SERVICES OPERATING ACCOUNT		
	811A GILMER RD PH 214-297-7721 P O BOX 9909 LONGVIEW, TEXAS 75608		
	PAY TO THE ORDER OF <u>Rex Shaw/County Clerk</u>		88-1379/1118
			\$ 159.00
One Hundred Fifty-Nine and 00/100			DOLLARS
	Plant Upkeep	150 00	
	Additional Copies	9 00	
		159 00	
PROFESSIONAL LAND TITLE SERVICES OPERATING ACCOUNT			
<i>Mattie H. Finley</i>			
THIS CHECK IS DELIVERED FOR PAYMENT ON THE ACCOUNTS LISTED			
⑈003627⑈ ⑆111913798⑆ ⑈9013423⑈			

FILED  
 REX SHAW  
 COUNTY CLERK  
 90 SEP 17 AM 9:18  
 1988  
 BY