

**UPSHUR COUNTY COMMISSIONERS COURT**

GILMER, TEXAS

1-23-1995

Commissioners Court met in Special Session. All members present.

Motion by Tommy Stanley seconded by Gaddis Lindsey to approve minutes of previous meeting dated 1-9-1995. Motion carried. Copy attached.

Motion by Tommy Stanley seconded by Gaddis Lindsey to approve Financial Statements and Independent Auditor's Report dated 9-30-1994 submitted by Oakerson, Arnold, Walker & Company. Motion carried. Copy on file in County Clerk's Office.

Motion by Tommy Stanley seconded by Gaddis Lindsey to approve payroll change for Nanci Hendrix, due to resignation and for Paula Gentry due to promotion. Motion carried. Copies attached.

Motion by Gaddis Lindsey seconded by Tommy Stanley to table all bids submitted for equipment in Pct. #1 and #2. Motion carried.

Motion by Tommy Stanley seconded by Gaddis Lindsey to approve Special Road Use Agreement submitted by Bates Enterprises to haul logs on Snapdragon and Reddick. (One day only.) Motion carried. Copy attached.

Motion by David Loyd seconded by Gaddis Lindsey to approve Special Road Use Agreement submitted by William Robertson Logging to haul logs less than 1000 feet on Paw-Paw. Motion carried. Copy attached.

Motion by Gaddis Lindsey seconded by Tommy Stanley to approve Special Road Use Agreement submitted by Gayle Henson to haul logs on Strong Road. Motion carried. Copy attached.

Motion by Tommy Stanley seconded by Gaddis Lindsey to approve Special Road Use Agreement Contract submitted by Bradley Contractors, Inc. to haul logs on Verbena and Sweet William. Motion carried. Copy attached.

No action taken on Special Road Use Agreement Contract submitted by James Logging Contractor for Weyerhaeuser to haul logs from F.M. 1845 right onto Peacock for about one mile due to the fact that the County has no authority on this certain road because it is located in the City of East Mountain. Copy attached.

Motion by David Loyd seconded by Tommy Stanley to approve Special Road Use Agreement Contract submitted by Panola Timber to haul logs on Locust then left on White Oak Road for 1/2 mile. Motion carried. Copy attached.

Motion by Gaddis Lindsey seconded by Tommy Stanley to approve Special Road Use Agreement Contract submitted by Lasco, Inc. to haul logs on Bluebird for about one mile. Motion carried. Copy attached.

Motion by Tommy Stanley seconded by Gaddis Lindsey to approve Special Road Use Agreement Contract submitted by Jimmy Price Logging to haul logs from F.M. 555 to Daylily for 1/4 mile. Motion carried. Copy attached.

Motion by Tommy Stanley seconded by Gaddis Lindsey to approve Special Road Use Agreement Contract submitted by Jimmy Price to haul logs on Begonia for 2 miles. Motion carried. Copy attached.

Motion by Gaddis Lindsey seconded by Tommy Stanley to approve Permit Application submitted by Delhi Gas Pipeline to install a welded steel gas pipeline in ROW of Warbler Road and Woodcock Road. Motion carried. Copy attached.

Motion by Gaddis Lindsey seconded by Tommy Stanley to approve Application for Filling Abandoned Well submitted by Kenneth Winn to fill abandoned well owned by Kenneth Winn, located on Kildee and FM 3245. Motion carried. Copy attached.

Motion by Tommy Stanley seconded by David Loyd to approve payment of bill now due. Also in this motion was to approve paying Annual Judges and Commissioners



UPSHUR COUNTY COMMISSIONERS COURT

DILMER, TEXAS

Association's dues.(350.00) And also in this motion is to pay membership dues for Judge Still and Commissioners in the North & East Texas County Judges and Commissioners Associations.(\$100.00) Motion carried. Copy attached.

Motion by Tommy Stanley seconded by Gaddis Lindsey to approve holding Commissioners Court in February on the 13th and the 28th. Motion carried.

Motion by Tommy Stanley seconded by Gaddis Lindsey to approve accepting bid submitted by Gladys Roberson for property sold for taxes. Motion carried. Copy attached. Amount of bid is \$3,000.00 and the property is located in Ore City and the previous owner was Faye Burns. Copy attached.

After discussion about accessibility to the old County Jail, located on fifth floor of the Courthouse which is being used for storage for some County offices, motion by Gaddis Lindsey seconded by David Loyd to go look(as a group) after Commissioners Court at the structure and to do whatever it takes to make it more accessible. Motion carried.

Motion by David Loyd seconded by Kenny Thompson to approve Resolution submitted by Juvenile Probation Officer accepting submission of application for the purchase of Juvenile Justice Alternative Grant in the amount of \$4,500.00 to the East Texas Council of Governments and the Governor's Office of Criminal Justice. Motion carried. Copy attached.

Commissioners Court went into Executive Session at 10:10 and returned to Special Session at 10:25 with no action taken.

No action was taken on Advertising for bids for dump truck for Pct. #3 because if purchasing the vehicle through the State Purchasing Agency the Court does not have to go by bid process.

Motion by David Loyd seconded by Gaddis Lindsey to approve each Department Head being their own Records Manager for Records Management. Motion carried.

Motion by David Loyd seconded by Tommy Stanley to approve setting speed limit at 35 M.P.H. on Red Maple. Commissioner David Loyd will post sign. Motion carried.

Motion by Tommy Stanley seconded by David Loyd to approve purchasing bulletin boards for Court house and Justice Center and for purchasing and installing blinds for District Judge's Office. Motion carried.

Motion by Gaddis Lindsey seconded by Tommy Stanley to approve advertising for Tractor and Mower for Precinct 1. Bids to be opened February 13th, 1995. Motion carried.

Motion by David Loyd seconded by Tommy Stanley to approve adopting a contract with the Texas Department of Protective and Regulatory Services. Motion carried. Copy attached.

Motion by Kenny Thompson seconded by David Loyd to approve advertising for bids on surplus in all precincts. Bids to be opened February 13th. Also in this motion is the right for the County to be able to dispose of this surplus on the open market if no acceptable bid is submitted. Motion carried.

Motion by Gaddis Lindsey seconded by Tommy Stanley to approve advertising for bids on dump truck in Pct. #1. Bids to be opened February 13, 1995. Motion carried.

Judge Still received letter from Texas Department of Transportation concerning

**UPSHUR COUNTY COMMISSIONERS COURT****GILMER, TEXAS**

an old historic bridge located on Hwy. 31 in Gregg County. The letter mentioned the possibility of someone who would be interested in moving the old bridge, funds that would be available for that purpose. Judge Still stated that he had not had time to read the entire letter or to really study the matter completely. He then at that time turned the table over to Commissioner David Loyd who gave a lengthy discussion on where the County stood at this time concerning the new bridge that is to be built on the Sabine River. Commissioner Loyd wanted to reflect that the County had done everything that it could do to expedite this project. Commissioner Gaddis Lindsey stated that he felt that the County had a good relationship with the State Hwy. Department. David Loyd stated that date for the Highway Department to start letting contracts is November, 1997. It was then at this time that a motion was made by David Loyd seconded by Gaddis Lindsey to approve the Court sending the District Engineer a letter to ask him to come and assist in any way that he could to possibly help shorten the time of the letting of this bridge. Motion carried.

Robert Cromley, from the Sheriff's Office, met with Court to discuss a Video Camera for the jail. After lengthy discussion, motion by Tommy Stanley seconded by Gaddis Lindsey to table this until the 13th of February. Motion carried. Copy attached.

Motion by Tommy Stanley seconded by Gaddis Lindsey to accept Resolution concerning tax abatement. Motion carried. Copy attached.

Motion by Kenny Thompson seconded by Gaddis Lindsey to appoint Commissioner Tommy Stanley to prepare a format form to be used by any party on tax abatement matters before the Court. Motion carried.

Motion by Gaddis Lindsey seconded by David Loyd to approve hiring a person part-time for the offices of the J.P.'s Pct. #1. Also that Carolyn Perry be moved into the position on Chief Deputy. Motion carried. Copy attached.

Motion by Tommy Stanley seconded by Kenny Thompson to approve the County Clerk's office staying with Government Records to do their microfilming and their indexing. Motion carried with Commissioner David Loyd voting no. Copy attached.

Attendance Sheet placed into minutes.



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

Charles G. Still

JUDGE CHARLES STILL

Gaddis Lindsey

COMMISSIONER PRECINT 1# GADDIS LINDSEY

Tommy S. Stanley

COMMISSIONER PRECINT 2# TOMMY STANLEY

David Loyd

COMMISSIONER PRECINT 3# DAVID LOYD

Charles K. Thompson

COMMISSIONER PRECINT 4# CHARLES K. THOMPSON

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 1-13-95 Dept 499
 Employee Manci Hendrix
 Social Security No _____ Emp ID# 450

X	CHANGE(S)	FROM	TO
	Grade Step		
	Rate		
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

<input type="checkbox"/>	Hired	<input type="checkbox"/>	Re-Hired
<input type="checkbox"/>	Probationary Period Ended	<input type="checkbox"/>	Mert Increase
<input type="checkbox"/>	Promotion	<input type="checkbox"/>	Transfer
<input type="checkbox"/>	Longevity Increase	<input type="checkbox"/>	Demotion
<input type="checkbox"/>	Re-evaluation of Job	<input type="checkbox"/>	Retirement
<input type="checkbox"/>	Layoff	<input type="checkbox"/>	Discharged
<input type="checkbox"/>	Leave-of-Absence	<input checked="" type="checkbox"/>	Other

Comments Re-signed due To Husband
starting a job in another State,

Authorized by Michael F. Smith 1/13/95
 Approved by _____ Date _____

VOL 43 PG 266
UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 1-13-95 Dept. 499
 Employee Paula A. Gentry
 Social Security No _____ Emp. ID# 718

X	CHANGE(S)	FROM	TO
	Grade Step	<u>8,5</u>	<u>8,8</u>
	Rate	<u>\$5.48/m.</u>	<u>\$1197.13</u>
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

<input type="checkbox"/>	Hired	<input type="checkbox"/>	Re-Hired
<input type="checkbox"/>	Probationary Period Ended	<input type="checkbox"/>	Merit Increase
<input checked="" type="checkbox"/>	Promotion	<input type="checkbox"/>	Transfer
<input type="checkbox"/>	Longevity Increase	<input type="checkbox"/>	Demotion
<input type="checkbox"/>	Re-evaluation of Job	<input type="checkbox"/>	Retirement
<input type="checkbox"/>	Layoff	<input type="checkbox"/>	Discharged
<input type="checkbox"/>	Leave-of-Absence	<input type="checkbox"/>	Other

Comments. Promotion due to name
Hendrix resigning; transfer to
full-time position

Authorized by Michael J Smith 1/13/95
 Approved by _____ Date

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS . X

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR X

The undersigned William Robertson, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 3, Upshur County, Texas, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 3, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1. First Party agrees to use only that section of (describe exact route, direction and miles in tenths) _____

Less than 1000 ft. on Paw Paw

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. 3, Upshur County.

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

5. First Party agrees to POST SURETY BOND or CASH 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 6702-1, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6702-1, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

William Robertson
First Party Signature

Rt. 1 Box 101
Street or Box

Ore City, Tx. 75683
City, State and Zip Code

903-968-6484
Telephone

Hudson Cattle Co.
Timber Tract

1-20-95
Date Signed

Chak F. Still
County Judge

James Lindsey
Commissioner 1

Tommy S. Day
Commissioner 2

David Lopez
Commissioner 3

Chas. W. Thomas
Commissioner 4

Date Signed

Permit issued for a period not to exceed 90 days.

RECEIVED
COUNTY CLERK
JAN 23 11:14

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS . X
COUNTY OF UPSHUR X

KNOW ALL MEN BY THESE PRESENTS

The undersigned Bradley Contractors, Inc., hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 2, 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. 2, 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) _____
Verbena and Sweet William to Hwy. 155

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. 2, 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 or CASH 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 6702-1, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6702-1, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

John P. Bloman
First Party Signature

Rt. 1 Box 370
Street or Box

Avinger, Tx. 75630
City, State and Zip Code

903-755-2718
Telephone

Williamson
Timber Tract

1-18-95
Date Signed

Permit issued for a period not to exceed 90 days.

Charles L. Steel
County Judge

James L. Lindsey
Commissioner 1

Tommy L. Stale
Commissioner 2

David L. Hays
Commissioner 3

Chas. W. P. [Signature]
Commissioner 4

Date Signed

95 JAN 23 AM 11:14
REX
COIN

CITY OF E. Mountain County has NO Authority

VOL 4 PG 11

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS X
COUNTY OF UPSHUR X

KNOW ALL MEN BY THESE PRESENTS

The undersigned James Logging Contractor for Weyerheuser 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)

From FM 1845 right onto Peacock for about 1 mile.

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 or CASH 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 6702-1, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6702-1, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

Jess / as
First Party Signature

rt. 1 Box 604
Street or Box

Valient, Ok. 74764
City, State and Zip Code

405-933-4767
Telephone

Timber Tract

1-12-95
Date Signed

County Judge

Commissioner 1

Commissioner 2

Commissioner 3

Commissioner 4

Date Signed

Permit issued for a period not to exceed 90 days.

95 JAN 23 11:11 AM
FILED
REX
COUNTY CLERK

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS . X
COUNTY OF UPSHUR X

KNOW ALL MEN BY THESE PRESENTS

The undersigned Panola Timber, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 3, Upshur County, Texas, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 3, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) _____
From Hwy 80 on Locust then left on White Oak Road for 1/2 mile.

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. 3, Upshur County.

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

5.
First Party agrees to POST SURETY BOND or CASH 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 6702-1, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6702-1, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

Wayne L. Lingo
First Party Signature

P. O. BOX 641
Street or Box

Carthage, Tx. 75633
City, State and Zip Code

903-693-3442
Telephone

Hanson
Timber Tract

1-20-95
Date Signed

Charles S. Stitt
County Judge

Wadsworth Sunday
Commissioner 1

James P. Stitt
Commissioner 2

Walter Lloyd
Commissioner 3

Chas. S. Stitt
Commissioner 4

Date Signed

Permit issued for a period not to exceed 90 days.

95 JAN 23 PM 1:15
RECEIVED
000

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS X
COUNTY OF UPSHUR X

KNOW ALL MEN BY THESE PRESENTS

The undersigned Lasco, Inc., hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 1, Upshur County, Texas, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 1, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) _____

From Hwy. 300 East on Bluebird about 1 mile.

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 or CASH 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 6702-1, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6702-1, 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

Box 1122

Street or Box

Gilmer, Tx. 75644

City, State and Zip Code

903-843-2457

Telephone

Folmer

Timber Tract

1-9-95

Date Signed

Permit issued for a period not to exceed 90 days

[Signature]
County Judge

[Signature]
Commissioner 1

[Signature]
Commissioner 2

[Signature]
Commissioner 3

[Signature]
Commissioner 4

Date Signed

95 JUN 23 PM 1:15
REX A. SMITH
COUNTY CLERK

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS . X
COUNTY OF UPSHUR X

KNOW ALL MEN BY THESE PRESENTS

The undersigned Jimmy Price Logging, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 2, 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. 2, 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) _____

From FM555 to Daylily for 1/4 mile

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. 2, 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 or CASH 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 6702-1, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6702-1, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

Jimmy Price
First Party Signature

Rt. 2 Box 257
Street or Box

Linden, Tx. 75563
City, State and Zip Code

903-756-5214
Telephone

Steve Davis
Timber Tract

1-9-95
Date Signed

Permit issued for a period not to exceed 90 days.

Charles L. Hill
County Judge

Charles Lindsey
Commissioner 1

James L. Starke
Commissioner 2

David Lloyd
Commissioner 3

Chas. R. ...
Commissioner 4

Date Signed

95 JAN 26 PM 1:15
REC'D
COPY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS X
COUNTY OF UPSHUR X

KNOW ALL MEN BY THESE PRESENTS

The undersigned Jimmy Price, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 2, 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. 2, 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) _____
FROM HWY. 155 ON BEGONIA FOR 2 MILES

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. 2, 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 or CASH 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 6702-1, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6702-1, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

Jimmy Price
First Party Signature

Rt. 2 Box 257
Street or Box

Linden, Tx. 75563
City, State and Zip Code

903-756-5214
Telephone

Timber Tract

1-17-95
Date Signed

Permit issued for a period not to exceed 90 days.

Charles F. Hill
County Judge

Charles F. Hill
Commissioner 1

Jimmy P. Stahl
Commissioner 2

David Roy
Commissioner 3

Charles F. Hill
Commissioner 4

Date Signed

REX-1111
COU. 1-17-95

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT Number 1
DATE January 9, 1995

Formal notice is hereby given that Delhi Gas Pipeline Corporation
whose principal address is 1700 Pacific Ave. Suite 2500, Dallas, TX 75201-4696
does propose to place a welded steel gas pipeline
within the ROW of County Road Warbler Road and Woodcock Road
as follows: Said pipeline shall cross both county roads referenced above
and shall be installed by boring method, by using heavy wall pipe so that being
encased shall not be necessary.

SEE ATTACHED PLAT FOR LOCATION OF BOTH ROAD CROSSINGS:

The location and description of the proposed lines or apperten-
ances 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.

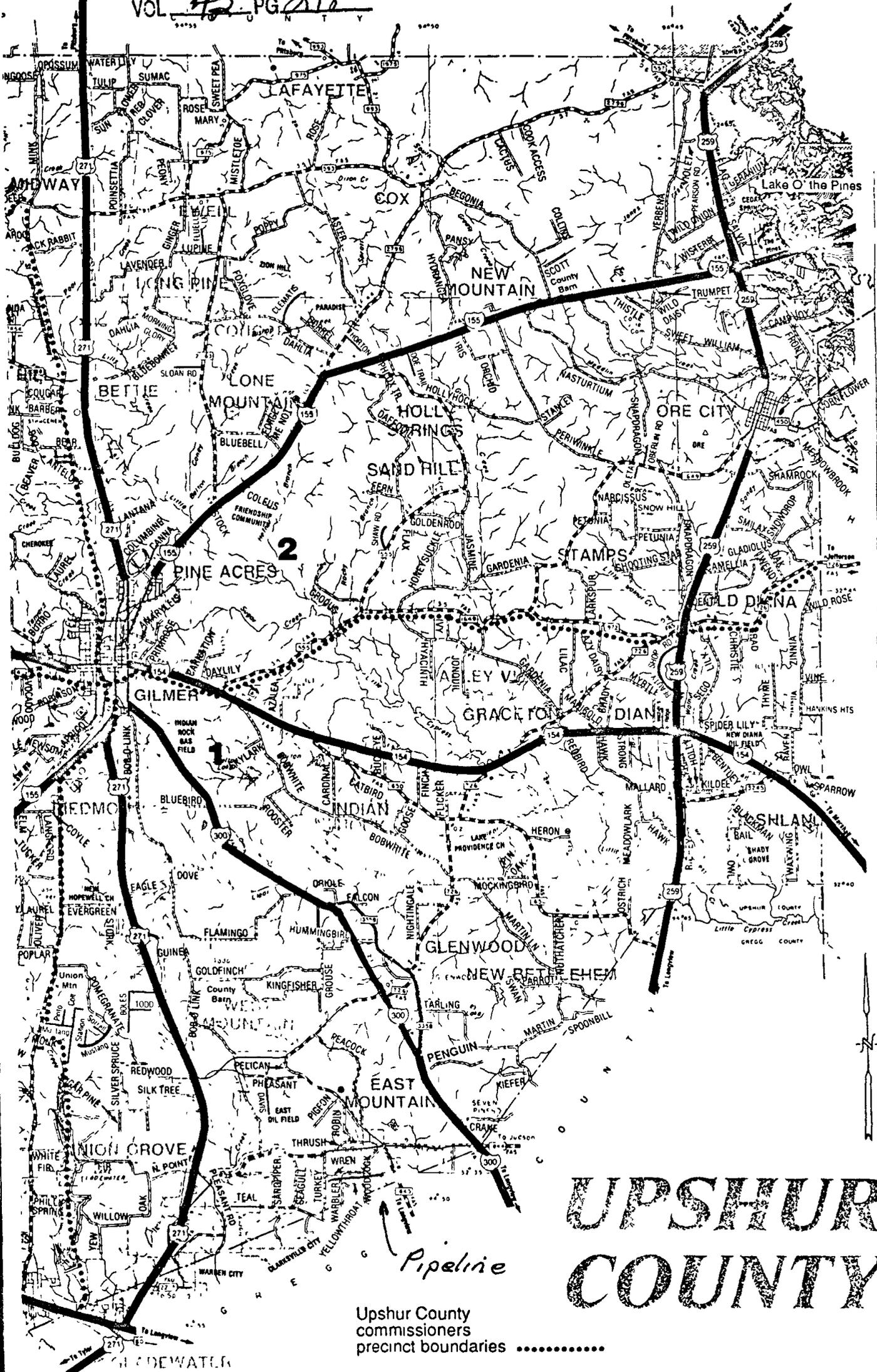
Proposed construction will begin, if approved, on or after
13th. day of January, 1995.

NAME Linda G. Rainer (per)
Linda G. Rainer

TITLE Land Superintendent

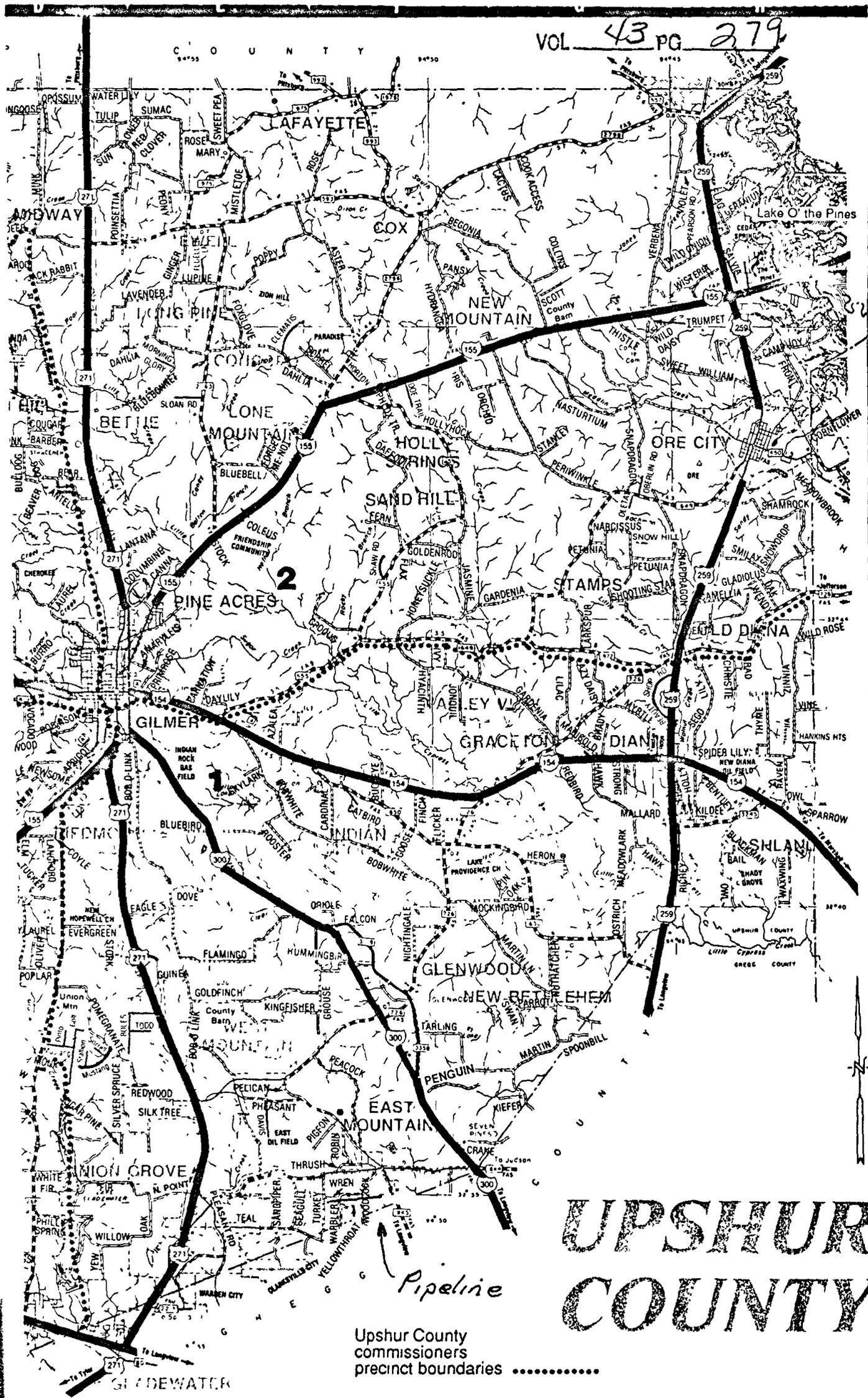
ADDRESS Delhi Gas Pipeline Corporation
1700 Pacific Ave.
Suite 2500 Land Dept.
Dallas, TX 75201-4696

95 JAN 23 11 11:15
REC'D
COPY
FILED



UPSHUR COUNTY

Pipeline
 Upshur County
 commissioners
 precinct boundaries



UPSHUR COUNTY

Upshur County commissioners precinct boundaries

VOL. 43 PG 280

APPLICATION FOR FILLING ABANDONED WELL

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

RE: ABANDONED WELL OWNED BY Kenneth Winn
663-0289 Diana
Kildee and FM 3245 ROAD.

GENTLEMEN:

DUE TO HEALTH AS WELL AS SAFETY HAZARDS, WE REQUEST THAT AN
ABANDONED WELL BE FILLED AS SOON AS POSSIBLE.

RESPECTFULLY YOURS,

Kenneth Winn

PRECINCT One
DATE 1-13-95

APPROVED REJECTED

Charles L. Still
CHARLES L. STILL, COUNTY JUDGE

Gaddis Lindsey
GADDIS LINDSEY, COMMISSIONER 1

Tommy Stanley
TOMMY STANLEY, COMMISSIONER 2

David Loyd
DAVID LOYD, COMMISSIONER 3

Charles K. Thompson
CHARLES K. THOMPSON, COMMISSIONER 4

FILED
REX
CORP
95 JAN 23 PM 1:15
UPSHUR COUNTY, TEXAS
BY _____

VOL 43 PG 281



OFFICERS:

President
MAXINE DARST
Judge, Kaufman County
Kaufman County Courthouse
Kaufman, Texas 75142
(214) 932-4331
(214) 932-7628 FAX

First Vice President
JIM BARRON
Commissioner, Yoakum County
P.O. Box 120
Plains, Texas 79355
(806) 456-4371
(806) 456-6175 FAX

Second Vice President
HFLEN WALKER
Judge, Victoria County
Victoria County Courthouse,
Room 127
Victoria, Texas 77901
(512) 575-4558
(512) 575-6276 FAX

Immediate Past President
BILLY JOE PLASTER
Commissioner, Brazoria County

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Commissioner, Navarro County

President - South Texas
GILBERT PARGMANN
Commissioner, DeWitt County

President - West Texas
NEAL SCONIERS
Commissioner, Pecos County

GENERAL COUNSEL:

JAMES P ALLISON
Allison & Associates
208 W 14th Street
Austin, Texas 78701
(800) 733-0699
(512) 482-0701
(512) 480-0902 FAX

**ANNUAL DUES 1995
COUNTY JUDGES AND COMMISSIONERS
ASSOCIATION OF TEXAS**

**INVOICE FOR 1995
TOTAL AMOUNT DUE: \$350.00
January 1, 1995**

**UPSHUR COUNTY COMMISSIONERS COURT
P.O. BOX 790
GILMER, TEXAS 75644**

DEAR COMMISSIONERS COURT:

IT IS ONCE AGAIN TIME TO COLLECT THE ANNUAL DUES FOR THE COUNTY JUDGES AND COMMISSIONERS ASSOCIATION OF TEXAS. WE AND OUR STAFF LOOK FORWARD TO WORKING WITH ALL OF YOU THIS COMING YEAR ON ANY MATTERS THAT MAY ARISE. PROMPT ATTENTION TO THIS INVOICE IS GREATLY APPRECIATED.

THANK YOU IN ADVANCE FOR YOUR PROMPT ATTENTION TO THIS MATTER. ANY QUESTIONS OR PROBLEMS CAN BE DIRECTED TO MY OFFICE AT (806) 456-4371 MONDAY THRU FRIDAY OR THE OFFICE OF MAXINE DARST AT (214) 932-4331.

PLEASE MAIL YOUR CHECKS TO:
COUNTY JUDGES & COMMISSIONERS
ASSOCIATION OF TEXAS
COMMISSIONER JIM BARRON
P.O. BOX 120
PLAINS, TX 79355

SINCERELY,

Jim Barron

JIM BARRON
FIRST VICE PRESIDENT
COUNTY JUDGES & COMMISSIONERS
ASSOCIATION OF TEXAS

FILED
REX A. SHANN
COUNTY CLERK
95 JAN 25 PM 3:30
UPSHUR COUNTY, TX.
BY _____
REPUTY

PRESIDENT
Betty Armstrong
Navarro County Commissioner

SECRETARY/TREASURER
Jim Lewis
McLennan County Judge

1st VICE PRESIDENT
Bobby Smith
Polk County Commissioner

2nd VICE PRESIDENT
Sandra Hodges
Rusk County Judge

IMMEDIATE PAST PRESIDENT
Larry Craig
Smith County Judge

North and East Texas County Judges and Commissioners Association



January 11, 1995

Dear Member County:

It is once again time to renew your membership in the North & East Texas County Judge & Commissioners Association. The annual membership fee remains at \$100, and we ask that you please **MAKE YOUR \$100 CHECK PAYABLE TO: NORTH AND EAST TEXAS COUNTY JUDGE & COMMISSIONERS ASSOCIATION.** Checks should be mailed to the following address:

Judge Jim Lewis, Secretary-Treasurer
North & East Texas County Judges & Commissioners Assoc.
P.O. Box 1728
Waco, Texas 76703-1728

We ask that you have your check to us no later than February 15, 1995. Should you have any questions concerning the dues, please feel free to contact my Administrative Assistant, Lynne Salyards, at (817) 757-5049. She will be happy to assist you.

As you know, our 1995 annual conference will be held in Lufkin, Texas in June. We are looking forward to a great conference this year, and will be mailing pre-registration information to each member of Commissioners Court in our member counties during the month of February.

Sincerely,

County Judge Jim Lewis
Secretary/Treasurer
North & East Texas County Judges &
Commissioners Association

FILED
REX A. SMITH
95 JUN 25 PM 5:00
RECEIVED

JL/lis

WHEREAS, Commissioners Court of UPSHUR, Texas has become the owner of certain real property (see attached Exhibit 'A') by virtue of the fact that a sufficient bid was not received at a sale conducted by the Sheriff pursuant to an order of the District Court in Cause No. 1067

County of UPSHUR vs. FAYE BURNS

WHEREAS, a potential buyer of the property has come forward, and

WHEREAS, all taxing entities involved in the above referenced cause must consent to the sale of the hereinabove described real property, and

WHEREAS, it is to the benefit of all the taxing entities involved that the property be returned to their respective tax rolls;

NOW THEREFORE BE IT RESOLVED BY THE

Commissioners Court of the County of UPSHUR COUNTY, Texas

That the County Judge be and is hereby directed and authorized to execute the deed and any and all documents necessary to convey the hereinabove described real property to {name & address of buyer}

GLADYS ROBERSON

P.O. BOX 989

ORE CITY TX 75683

for and in consideration of the cash sum of \$ 3000.00, said \$ 3000.00 to be distributed pursuant to Chapter 34 of the Texas Property Tax Code.

Resolved this the _____ day of _____

Chanda R. [Signature]

County Judge

Attest:

Ray A. [Signature]
Secretary CLERK OF COURT

{seal}



Gladys Lindsey
Commissioner Prec. 1

Tommy J. Stanley
Commissioner Prec. 2

David [Signature]
Commissioner Prec. 3

Ch. [Signature]
Commissioner Prec. 4

GIRL SMITH
TAX ASSESSOR/COLLECTOR
P.O. BOX 730
GILMER, TX 75644

STATEMENT OF ACCOUNT
This is a statement of taxes paid & due as of
04 JAN 1995 based upon the tax records of the
Upshur County Tax Office

This document is not a tax certificate and does not absolve a taxpayer from tax liability in any way. Should this document be found to be in error it may be corrected by the collection office. Responsibility to pay taxes remains with the taxpayer as outlined in the Texas Property Tax Code.

UPSHUR COUNTY ORE CITY ISD & CITY OF ORE CITY (04282)
PO BOX 730
GILMER, TX 75644-0730

R07134 (S272-S03-C20-BL6LT1-3)		VALUES	
(STATUS: STRUCK OFF TO ENTITIES) ORE CITY SUBD. B, BLK 6		Land Ag Mkt	0
S272 (A297), BLOCK 6, LOT 1-3, & STORAGE HOUSE		Land Ag Use	0
		Land HS	0
ENTS DESCRIPTION	EXEMPTIONS	TAXABLE	VALUES
230 UPSHUR COUNTY	EX	0	Land NHS 3,000
503 ORE CITY ISD	EX	0	Imp HS 0
620 CITY OF ORE CITY	EX	0	Imp NHS 2,000
			Assessed 5,000

PAID BILLS SUMMARY					
BILL ID	TAX PAID	DISC P&I	ATT FEE PD	DATE PD	AMOUNT PAID
					Total Paid on Paid Bills: \$0.00

UNPAID BILLS SUMMARY							
ENT	YR	STATEMENT	RATE	TAX DUE	PEN & INT	ATT FEE	AMOUNT DUE
230	81	07134	0.0000	21.21	35.64	8.77	67.22
230	82	07134	0.3200	64.26	100.25	24.68	189.19
230	83	14736	0.3200	56.79	81.78	20.79	159.36
230	84	40861	0.3685	49.30	65.08	17.16	131.54
230	85	25013	0.4020	53.77	64.52	17.74	136.03
230	86	27971	0.5170	58.42	63.09	18.23	139.74
230	87	29082	0.5170	58.42	56.09	17.18	131.69
230	88	32182	0.4900	55.37	46.51	15.28	117.16
230	89	34832	0.4900	55.37	39.86	14.28	109.51
230	90	36711	0.5049	54.93	32.96	13.18	101.07
230	91	41793	0.5049	40.07	19.24	8.00	68.21
230	91	41793	0.8200	65.88	31.62	14.63	112.13
S03	77	1136	0.6000	61.50	115.93	26.61	204.04
S03	78	1507	0.6000	61.50	112.24	26.06	199.80
S03	79	1275	0.6000	61.50	108.53	25.51	195.56
S03	80	1593	0.7000	71.75	122.34	29.11	223.20
S03	81	1622	0.6690	68.57	115.20	27.57	211.34
S03	82	02672	0.6000	120.48	187.95	46.26	354.69
S03	83	02660	0.6000	106.48	153.33	38.97	298.78
S03	84	5666	0.7000	93.63	123.59	32.58	249.80
S03	85	R2632	0.7000	93.63	112.35	30.90	236.88
S03	86	3584	0.7000	79.10	85.43	24.68	189.21
S03	87	3578	0.7300	82.49	79.19	24.25	185.93
S03	88	3771	0.7300	82.49	69.29	22.77	174.55

***** TAX ITEMS CONTINUED ON NEXT PAGE *****

VOL 42 PG 286

MIKE SMITH
TAX ASSESSOR/COLLECTOR
P.O. BOX 730
GILMER, TX 75644

STATEMENT OF ACCOUNT

This is a statement of taxes paid & due as of
04 JAN 1995 based upon the tax records of the
Upshur County Tax Office

This document is not a tax certificate and does not absolve a taxpayer from tax liability in any way. Should this document be found to be in error it may be corrected by the collection office. Responsibility to pay taxes remains with the taxpayer as outlined in the Texas Property Tax Code.

UPSHUR COUNTY ORE CITY ISD & CITY OF ORE CITY (04282)
PO BOX 730
GILMER, TX 75644-0730

UNPAID BILLS SUMMARY							
ENT	YR	STATEMENT	RATE	TAX DUE	PEN & INT	ATT FEE	AMOUNT DUE
S03	89	3812	0.7300	82.49	59.39	21.28	163.16
S03	90	3890	0.9085	98.84	59.30	23.72	181.86
S03	91	41793	0.3000	23.81	11.43	5.27	40.51
Total Due on Unpaid Bills:							\$4,572.18
Total Due for Property "R07134" if Paid Before 2/01/95:							\$4,572.18



MICHEAL L. SMITH

TAX ASSESSOR-COLLECTOR
UPSHUR COUNTY
P.O. BOX 730
GILMER, TEXAS 75644
PHONE (903) 843-3083



JANUARY 04, 1995

UPSHUR County Commissioners Court
Gilmer, Tx

RE: Sale of Property Struck off to Ore City ISD, City of Ore City and
Upshur County

Dear Sirs and Madames,

Please consider a sealed bid for property struck off to Upshur County and
in trust for Ore City ISD and the City of Ore City in cause # 1067.
The Bid amount of \$3000.00 made by Gladys Roberson, Ore City, Tx will not
cover all court cost and delinquent taxes.

I have enclosed a statement of all delinquent taxes and a Tax Resale fact sheet.
If you need further information or have any questions, please feel free to contact
our office. We will be glad to assist you.

Sincerely,

Micheal L Smith
Tax Assessor-Collector

enclosure(s)

MLS/cjh

RECEIVED
REX ASSOCIATES
COUNTY CLERK
95 JAN 23 PM 1:14
UPSHUR COUNTY, TX
BY _____
TERRY

RESOLUTION

WHEREAS, THE MEMBERS OF THE UPSHUR COUNTY COMMISSIONERS' COURT
HEREBY ACCEPT THE SUBMISSION OF APPLICATION FOR THE PURCHASE OF
JUVENILE JUSTICE ALTERNATIVE GRANT IN THE AMOUNT OF \$4510.00 TO
THE EAST TEXAS COUNCIL OF GOVERNMENTS AND THE GOVERNOR'S OFFICE
OF CRIMINAL JUSTICE.

DONE AND ENTERED ON THIS THE 23TH DAY OF JANUARY, 1995.

Charles S. Still
CHARLES STILL, COUNTY JUDGE

Gaddis Lindsey
GADDIS LINDSEY, COMMISSIONER, PCT. 1

Tommy D. Stanley
TOMMY STANLEY, COMMISSIONER, PCT. 2

David Loyd
DAVID LOYD, COMMISSIONER, PCT. 3

Charles K. Thompson
CHARLES K. THOMPSON, COMMISSIONER, PCT. 4

ATTEST:

Rex Shaw
REX SHAW, COUNTY CLERK

FILED
REX SHAW
COUNTY CLERK
95 JAN 23 PM 1:14
BY _____
CITY

VOL 43 PG 289

DATE: JANUARY 11, 1995
TO: DONA FLIPPO
Upshur County Auditor
FROM: TIM CONE
Criminal District Attorney
SUBJECT: TITLE IV-E

I took a look at this material and I do not have access to the Code of Federal Regulations that is referred to nor the Office Management material. If this is what the County wants to do go ahead and sign it.

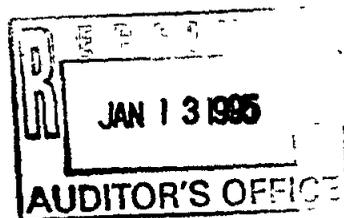
Thank you for your cooperation and attention.

Sincerely,



Tim Cone

TC/mb



VOL 43 PG 290



TEXAS DEPARTMENT OF PROTECTIVE AND REGULATORY SERVICES

95 JAN 25 PM 4:19

U.S. MAIL

BY _____
1700V

EXECUTIVE DIRECTOR
Janice M. Caldwell, Dr. P.H.

BOARD MEMBERS

Susan Stahl
Chair, Dallas

Penny Beaumont
Bryan

Frank Davila II
San Antonio

Gabrielle K. McDonald
Austin

Maconda Brown O'Connor
Houston

Bill Sheehan
Dumas

December 20, 1994

The Honorable J. E. Dean
Upshur County Judge
P. O. Box 790
Gilmer, Texas 75644

Subject: Title IV-E: Legal Costs; New Regional Director

Dear Judge Dean,

Please allow me to introduce myself. My name is Charles "Chip" Arnold and I am the newly appointed Regional Director for Child Protective Services in Region 04. I look forward to working closely with the various East Texas communities in addressing the problem of child abuse and neglect.

I would further like to express our appreciation for your county's participation in the Title IV-E program of reimbursement of foster care costs. I would now like to inform you that the county may claim additional expenses for certain legal costs associated with preparation for and participation in judicial determinations.

Basically, costs incurred by either the district or county attorney in handling foster care cases are potentially reimbursable. At least two factors will influence the reimbursement: the percentage of Title IV-E children included in the total foster care caseload in the county, and the federal reimbursement rate of 50% for administrative claims of this type. In addition, other factors may be applicable if the county does not have employees dedicated 100% of the time to this service.

Since counties are responsible for administering the legal service program in these cases, the Department of Protective and Regulatory Services will establish sub-recipient relationships with counties wanting to claim these reimbursements and meeting the criteria found in the application packet. While TDPRS will process the claims for the county, the county would be responsible for maintaining the billing criteria for the respective attorney who handles CPS cases.

302 East Rieck Road, Tyler, Texas 75703
(903) 561-5359

VOL 43 PG 291

FILED
RECEIVED
COURT

Title IV-E Legal Costs
Page 2

95 JAN 25 PM 4:49

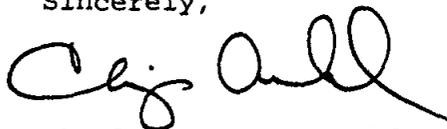
U.S. DISTRICT COURT

The forms to be used and instructions for completing these forms are attached. If you have any questions about completing these forms, contact Judy Kuna, Contract Manager, 3303 West Gentry Parkway, Tyler, Texas 75702; phone number 903/533-4106.

Please submit your application at your convenience if this program appears to meet the county's needs.

Thank you for your time.

Sincerely,



Charles "Chip" Arnold
Regional Director
Child Protective Services

CA/dg

Attachments

302 East Rieck Road, Tyler, Texas 75703
(903) 561-5359

Contract Template
Claims for Legal Expenses
November 1, 1994

[Contractor]

Contract No. _____

The Texas Department of Protective and Regulatory Services, hereinafter referred to as the Department, and _____, hereinafter referred to as the Contractor, enter into a contract to provide Title IV-E funds to the Contractor for allowable expenses related to the preparation for and participation in judicial determinations for cases filed by the Department. The Department is the Single State Agency responsible for administering Title IV-E funds of the Social Security Act for the State of Texas. Accordingly, the Department and the Contractor agree to the following terms and conditions as set forth below.

I.

The Contractor will certify additional administrative expenditures for allowable legal expenses related to the preparation for and participation in judicial determinations for cases filed by the Department, in order to carry out applicable provisions of Title IV-E of the Social Security Act which the Contractor is responsible for administering, according to the Contractor's Cost Allocation Plan approved by the Department (Attachment ***). The Contractor agrees to comply with all applicable federal laws and regulations concerning Title IV-E funds including Office of Management and Budget (OMB) Circular A-87 and 45 CFR 1356.60(c)(2)(ii). Circular A-87 and 45 CFR 1356.60 are incorporated in this contract by reference. The Contractor will be responsible for all audit exceptions and disallowances to their claims.

II.

The contractor will insure that the cost of service provided will only include allowable direct costs of the service plus a pro rata share of allowable supporting costs as described in OMB Circular A-87, Attachment A, paragraph G.1.

III.

Costs of legal services solely for the purpose of discharging general responsibilities as legal officers are unallowable as described in OMB Circular A-87, Attachment B, paragraph B.16.

Contract Template
Claims for Legal Expenses
November 1, 1994

IV.

Costs which have already been allocated in the County and/or District/County Attorney's Cost Allocation plan for Federal Assistance Programs are unallowable (OMB Circular A-87, Attachment A, paragraph J.2.).

V.

Administrative costs not fully within the county's organizational unit which provides legal services must be allocated in accordance with a cost allocation plan prepared in accordance with OMB Circular A-87.

VI.

Administrative costs including costs allocated to the county's unit providing service must be based on actual costs and allocated according to a methodology which takes into consideration Title IV-E versus non-Title IV-E caseloads, Title IV-E allowable costs and OMB Circular A-87.

VII.

The Department will monitor the systems used in the cost allocation methodology in order to recommend any necessary modifications to preclude financial exceptions. The Department is not responsible for the proper allocation of such costs, which are not apparent from the county's documents. The Department is responsible for making certain the costs are properly allocated on the document.

VIII.

The Department agrees to reimburse the county for these additional certified allowable Title IV-E administrative costs based on the county's documentation in accordance with Department and Federal regulations and procedures. Any federal disallowance of costs is chargeable to the counties and not to the Department. The Department is only responsible for processing and monitoring these claims. The counties are ultimately responsible for the accuracy of the claims.

IX.

Claims under this contract can only be made for periods beginning with the effective date of this contract.

Contract Template
Claims for Legal Expenses .
November 1, 1994

X.

Claims under this contract must be billed on the attached forms, with instructions, on a quarterly basis for quarters ending November, February, May and August of each year.

XI.

This contract will be formally reviewed annually in order to make necessary adjustments to insure that all appropriate claims are made.

XII.

The Contractor agrees to not reduce the amount of certified administrative expenditures below the amount allocated in the [current] fiscal year[.] preceding the effective date of this contrat.

For faithful performance of the terms of this contract, the parties hereto in their capacities as stated, affix their signatures and bind themselves, effective _____.

[Signature section follows]

Attachment *** would contain a copy of the approved Cost Allocation Plan and budget containing allowable and allocable costs.

COUNTY APPLICATION AND INFORMATION FORM
CONTRACTS FOR REIMBURSING LEGAL COSTS
please type information

1. Name of County: _____
Federal Employer's I.D.# _____ or Texas Vendor I.D.# _____

3. Address of Contact Person

Name	Title	Phone	
_____	_____	_____	
Street Address	City	State	Zip

4. County Judge

Name	Title	Phone
_____	_____	_____

5. County Auditor

Name	Title	Phone
_____	_____	_____

INSTRUCTIONS:

PLEASE COMPLETE THIS INFORMATION PAGE ALONG WITH THE ATTACHED COST ALLOCATION PLAN AND BUDGET. CALL CHARLES GEMBINSKI, JR., PROGRAM SPECIALIST FOR PROTECTIVE SERVICES FOR FAMILIES AND CHILDREN, AT 512-450-3790, IF THERE ARE ANY QUESTIONS.

**COST ALLOCATION PLAN AND BUDGET FOR
COUNTY**

Salaries: Please complete the following for all county employees who will directly perform work in relation to this program. (Use additional sheets if necessary.)

A. Name of Employee	B. Position	C. Average Full Time Monthly Salary	D. % of Time on Program*	E. Salary To Be Claimed (CxD)

*If the percent of time is less than 100, please describe below how you will validate the time spent by staff working in this program (e.g. monthly time study):

Fringe Benefits:

A. Type of Benefit	B. Rates	C. Covered Salaries (From Salary Column "E")	D. Rates x Covered Salaries
FICA			
TUCA			
WORKERS COMPENSTION (per \$1,000)			
RETIREMENT			
OTHER (povide breadown on separate page if needed)			
TOTAL			

Consumable supplies (life expectancy less than one year):
 Ref. OMB Circular A-87 and 45 CFR Subtitle A, Part 74, Subpart D.

A. Description and Basis for Cost	B. Total
Total	

Equipment and Supplies (life expectancy more than one year):
 Ref. OMB Circular A-87 and 45 CFR Subtitle A, Part 74, Subpart D.

A. Description and Basis for Cost	B. Method Used (Lease, Rent, Purchase, etc.)	C. Total
Total		

Other: Please describe any other direct costs for this program on an attached sheet of paper.
Indirect costs: Please describe the basis for any indirect costs below

Average percentage of Title IV-E related foster children: _____

Name of person preparing this plan: _____

Telephone number _____

PLAN APPROVED BY: _____
(PRS REPRESENTATIVE)

DATE: _____

Approved Cost Allocation Formula:

WORK SHEET FOR CALCULATING THE AMOUNT TO BE CLAIMED
FOR
LEGAL COSTS TO COUNTIES

1. Direct Costs

- a. Calculate the total allowable salary costs for individuals identified on the budget for this claim period. _____
- b. Calculate the total allowable fringe benefits for the above individuals for this claim period. _____
- c. Calculate the total allowable travel costs for the above individuals for this claim period. _____
- d. Calculate the total allowable "other" costs as identified in the approved budget for this claim period. _____
- e. Calculate the total amount of allowable costs for consumable supplies for this claim period. _____
- f. Calculate the total amount of allowable costs for equipment and supplies this claim period. _____
- g. Sub-total of direct costs (a+b+c+d+e+f) _____

2. Indirect Costs

Calculate the approved indirect cost rate from the budget, if any.

3. Grand Total of Direct and Indirect Costs (Item 1g + Item 2). _____

4. County's caseload percentage of Title IV-E children for the claim period (# of Title IV-E eligible children in foster care/# of children in foster care from FAX Report 131-C). _____

PURCHASE VOUCHER (Shaded Areas Not Used by Agency 530)

1. Archive Reference Number		2. Agency Number 530		3. Agency Name TEXAS DEPT. OF PROTECTIVE AND REGULATORY SERVICES				4. Current Document Number				
5. Effective Date XXXXXXXXXXXXXXXX		6. Order (document) Date		7. Due Date		8. Doc Agency						
9. Payee Identification Number XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX				10. PDT		11. FCC		12. Requisition Number CONTRACT NUMBER		13. Document Amount \$NET AMOUNT		
14. Payee Name/Address XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX						15. GSC Order Number		17. AGENCY USE				
						16. Lease Number						
16 SFX 001	Ref Doc	SFX	M	TC	Instnt	PCA	AY	COBJ	AOBJ	AMOUNT		
	APPN	Fund	NACUBO Sub-Fund		Grant Number	Grant Year/Phase	Project Number	Project Phase	Contract Number	Multipurpose Code		
	Invoice Number	Description					AGENCY USE (Month of Service, R/O, PAC, and APD No. must be completed on all PRS 4116-X)					
		MMYY (Mo. of Ser.)		REG/DIV		PAC		APD No.				
		XX/XX		XXXX								
18 SFX 002	Ref Doc	SFX	M	TC	Instnt	PCA	AY	COBJ	AOBJ	AMOUNT		
	APPN	Fund	NACUBO Sub-Fund		Grant Number	Grant Year/Phase	Project Number	Project Phase	Contract Number	Multipurpose Code		
	Invoice Number	Description					AGENCY USE (Month of Service, R/O, PAC, and APD No. must be completed on all PRS 4116-X)					
		MMYY (Mo. of Ser.)		REG/DIV		PAC		APD No.				
18 SFX 003	Ref Doc	SFX	M	TC	Instnt	PCA	AY	COBJ	AOBJ	AMOUNT		
	APPN	Fund	NACUBO Sub-Fund		Grant Number	Grant Year/Phase	Project Number	Project Phase	Contract Number	Multipurpose Code		
	Invoice Number	Description					AGENCY USE (Month of Service, R/O, PAC, and APD No. must be completed on all PRS 4116-X)					
		MMYY (Mo. of Ser.)		REG/DIV		PAC		APD No.				
19. SERVICE DATE Sept.-Nov. 1993		20. DESCRIPTION OF GOODS OR SERVICES COUNTY FOSTER CARE/LEGAL COSTS For services rendered to Foster Care children under the provisions of Title IV-E (Section 471 through 476) of the Social Security Act (42 USC 671-676) and as also authorized by Article 2, Section 75, Rider 6 of the General Appropriations Act FY 1994-1995. (1) Administration (50% Federal (share) Object Total \$XXX,XXX (Certified Amount) XXX,XXX NET Amount XXX,XXX					21. QUANTITY		22. UNIT PRICE (net)		23. AMOUNT XXX,XXX	
Vendor Certification X						Phone (Area Code and Number)		GSC Approval X				
24. Contract Name David Heine						Phone (Area Code and Number) 512-450-3293		25. Entered By				
26. I approve this voucher for payment. The above goods or services correspond in every particular with the contract under which they were purchased. The invoice for the goods or services is correct. This payment complies with the General Appropriations Act.												
APPROVED: sign here						Phone (Area Code and Number)		Date				
APPROVED: sign here						Phone (Area Code and Number)		Date				

UPSHUR COUNTY JAIL DIVISION
BID LIST FOR PHOTO ID

TO: HON. JUDGE STILL
UPSHUR COUNTY JUDGE
UPSHUR COUNTY, TEXAS

REF: PROPOSAL FOR VIDEO MUGSHOT CAPTURE

Dear Sir:

This is a proposal for a great quality video mugshot capture system. About 2 months ago we approached the Commissioners Court about purchasing a video mugshot system which they were very receptive to and approved purchasing. Since that time we have been in contact with our software vendors in reference to building a system that would be much more beneficial to us and possibly other departments in Upshur County. Below listed you will find a list of hardware and software to make this possible.

1. VK-C370U RGB VIDEO CAMERA	\$1,183.00
2. VK-C370 AC ADAPTER	80.00
3. VK-C370 TO TARGA CABLE	40.00
4. 6:1 MANUAL ZOOM LENS	371.00
5. 13" COLOR VIDEO MONITOR	338.00
6. VIDCAP 32 HR	1,350.00
7. 9 PIN TO 58NC WITH 1 SVHS Provides composite video, SVIDEO, RGB on separate BNC connectors	160.00
8. T-TOOLS A collection of must-have Targa utilities for Targa+ & ATVista users	99.00
9. 3x4" Color Prints a 3x4" image in 70 seconds at a resolution of 40 by 598. Accepts composite video, s-video, TTI, RGB, analog, and parallel input. Autoscan from 15-31 5khz. 256 color graduations per dot. Multi- image capability. Wired remote control. Starter supplies.	2,925.00
10. Photo imaging interface	400.00
11. Install T-Tool	100.00

TOTAL \$ 7046.00

UPSHUR COUNTY SHERIFF'S DEPARTMENT
JAIL DIVISION
MUGSHOT PROPOSAL

OBJECTIVE: VIDEO MUGSHOT CAPTURE SYSTEM

SYSTEM IN USE: POLAROID CAMERA MUGSHOT

HISTORY: Upshur County Jail has in use at this time a mug shot system done by a Polaroid I.D. camera. This system has been in place for app 7 years or since the new jail facility was put in operation. During the booking process two pictures are taken of the inmate and placed in their inmate file. This is done for the following reasons;

1. For identification purposes which are required by Jail Standards.
2. Criminal investigation files.
3. Photographic lineups when needed for prosecution, which are use by all agencies in the county.
4. Used by the DA, and probation offices for identification.
5. Injuries sustained by prisoners prior to booking for medical reasons.
6. Texas Department of Criminal Justice PIA program which requires 5 pictures of each inmate submitted.

All of this is done by Polaroid camera at this time at a cost of app. \$1.24 per picture. In 1994 the Upshur County Jail processed 1443 inmates which is app. 2886 pictures. This does not include the inmates that we had to retake the pictures or the for photo lineups or for Texas Dept. of Criminal Justice. This comes to a total price of \$3578.00.

PROPOSED SYSTEM: COMPUTERIZED VIDEO MUGSHOT SYSTEM

This system is a computer captured picture which is stored in a memory system to be used over and over again. This system will be connected to our existing jail booking system so that each time an inmate's information is brought up on a screen his picture will appear. There are several advantages to this system over the Polaroid system;

1. Pictures do not fade away like Polaroids can do.
2. Pictures can be taken and stored forever and be retrieved at anytime and reproduced.
3. Photo lineups can be made much easier and much cheaper. All those mugshot books that we use can be done away with.

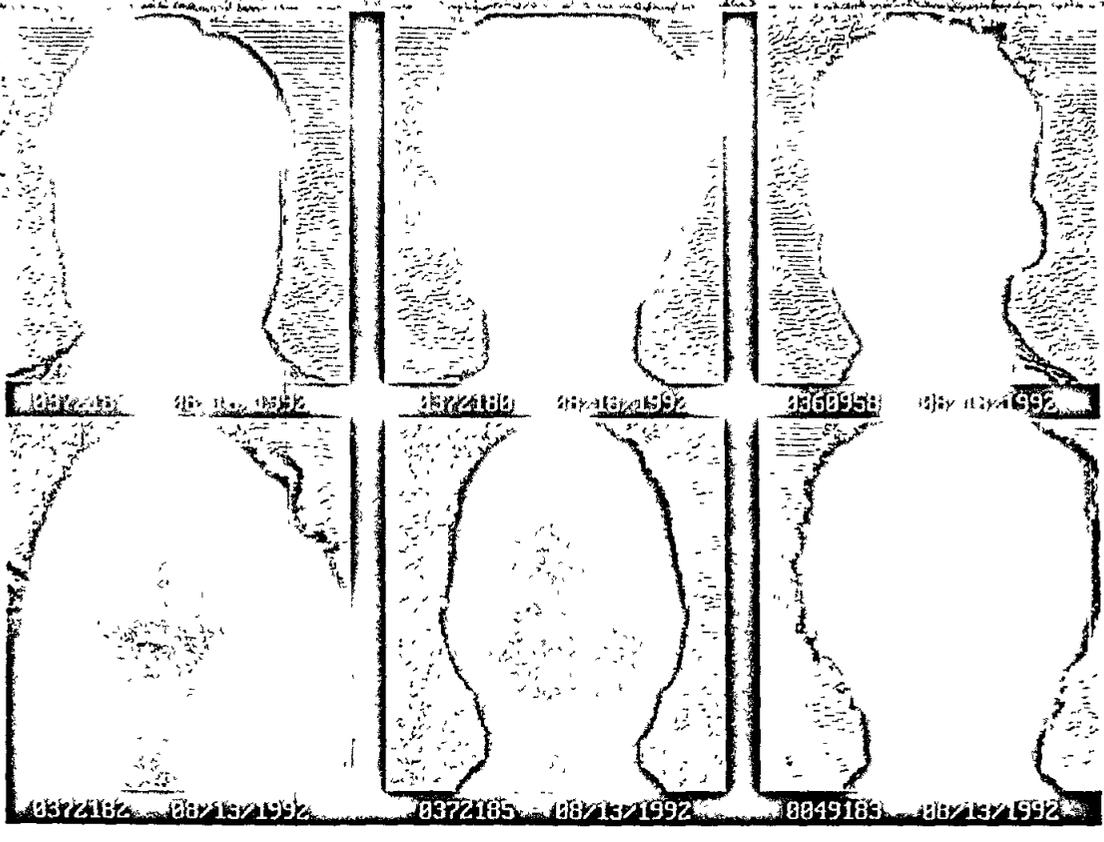
VOL. 43 PG 304

4. Photos will not be removed from files and not returned.
5. Photo lineups can be better organized and photos better selected for court purposes.
6. Other departments such as DA and probation can access the system with the proper equipment.

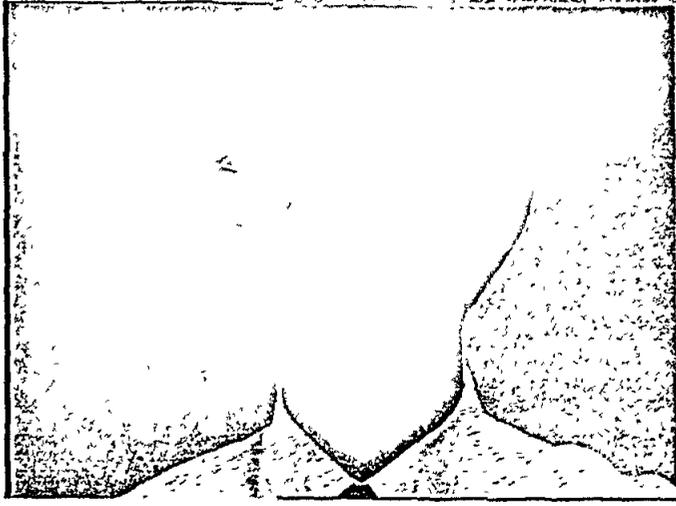
Probably the greatest advantage is the cost per picture. There can be two types of photos made with this system, a color photo and a black and white photo. The black and white photo will be made for everyday purposes at a cost of app 2 cents. A color photo which will be used for court and special purposes can be made at a cost of app 50 cents. Compared to the Polaroid system, with current bookings, the video mugshot system will pay for itself in two years. The initial cost for the equipment is expensive but the overall savings will be greater and it is a system that we can build on and improve to do many things in the future. This is much needed also due to record storage space. As previously stated these pictures will be stored on computer. Thank you for your consideration in this matter and if you need further information please contact me.

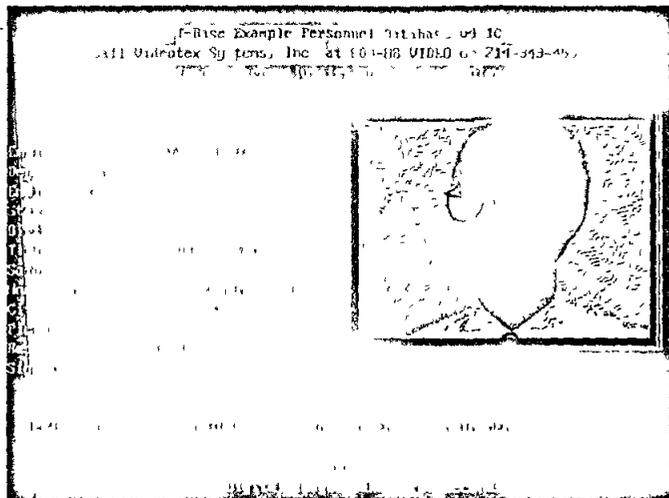
Respectfully submitted,

Lt. Robert Cromley
Jail Administrator
Upshur County S.O.



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T-BASE - THE PC IMAGE AND DOCUMENT SOLUTION
 dBASE 3/4, Foxbase/Pro (1.02/2.0),
 Clipper (s87/5.0), Microsoft C, Borland C

Automatic scaling and zooming of images to any size
 Say/Get on graphics screens
 Multiple images on a single screen
 Real time palette conversion for multiple images
 Full support for Super VGA, VGA, EGA, CGA and HERCULES
 Supports Super VGA cards including VESA standard
 Up to 1024x768 with 16.7 million colors
 Complete freedom of location of images
 Display with existing text screen
 Prints scaled images to HP Laserjet II/III from file
 Prints multiple images to Laserjet or Paintjet page
 Mix text and images on same Laserjet or Postscript page
 Prints scaled screen dumps
 Pans and scrolls through images and documents
 BIN/TSR for dBase III/IV, FoxBase, FoxPro 1.02
 LIB for C, Clipper S'87/5.01. PLB for FoxPro 2.0/2.5
 Flexfile, Fox Memofield and embedded image support
 PCX, GIF, TIF, TGA, BMP and DCX direct support

NO ROYALTIES

1-800-888-4336

Videotex Systems

1-214-343-4500

RESOLUTION

A RESOLUTION OF THE COMMISSIONERS COURT OF THE COUNTY UPSHUR, TEXAS , TO ADOPT A POLICY STATEMENT ON ECONOMIC DEVELOPMENT INCENTIVES; ESTABLISH OBJECTIVE AND SUBJECTIVE CRITERIA AND GUIDELINES FOR EVALUATING INCENTIVE APPLICATIONS; ESTABLISH A JOINT COMMITTEE ON TAX ABATEMENT; ESTABLISH PROCEDURAL GUIDELINES FOR CONSIDERING INCENTIVE APPLICATIONS; ESTABLISH GUIDELINES AND CRITERIA FOR TAX ABATEMENT.

WHEREAS, the enhancement of the local economy is in the best interest of the citizens of Upshur County, and

WHEREAS, the provision of certain economic development incentives may encourage prospective businesses and companies to locate in Upshur County or existing businesses and companies to expand their facilities, and

WHEREAS, State Law requires the adoption of criteria and guidelines governing the establishment of tax abatement agreements

NOW THEREFORE BE IT RESOLVED by the Commissioners Court of Upshur County, Texas.

I. That the Commissioners Court of Upshur County will establish certain guidelines and criteria governing economic development incentives, including reinvestment zones, economic development incentives and tax abatement agreements

II That such guidelines and criteria shall be effective for two (2) years from the date of adoption and may only be ammended or repealed by vote of three-fourths (3/4) vote of the commissioners court

PASSED AND APPROVED this the 23 day of JANUARY 1995

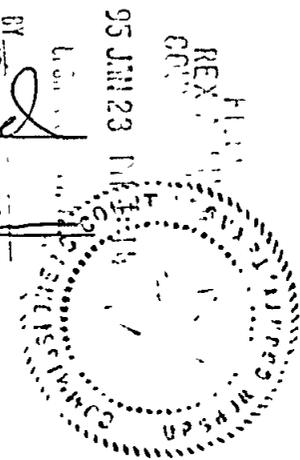
Charles Still
Charles Still, County Judge

David Loyd
David Loyd, Pct 3

Gaddis Lindsey
Gaddis Lindsey, Pct 1

Kenny Thompson
Kenny Thompson, Pct. 4

Tommy Stanley
Tommy Stanley, Pct 2





Phone 903-843-5023

LYLE POTTER

Justice of Peace Pct #2
Upshur County
405 North Titus
Gilmer, Texas 75644

VOL 43 PG 309

To: Judge Still and Commissioners:

I apologize for not being able to be here in person, but I'm attending school in Austin this week. The necessity of the things that I am asking for are needed. Some due to the changing of the offices of The Justice's of the Peace Pct.2 and 4. If it be the pleasure of the commissioners court to grant them, I would greatly appreciate it. Thank you for your time and consideration.

Sincerely Yours,

A handwritten signature in cursive script that reads "Lyle Potter Jr.".

Lyle Potter Jr.
Justice of the Peace Pct.2

cc: Judge Charles Still
Comm. Gaddis Lindsey
Tommy Stanley
David Loyd
Kenny Thompson

VOL 43 PG 310



Phone 903-843-5023

LYLE POTTER

Justice of Peace Pct. #2
Upshur County
405 North Titus
Gilmer, Texas 75644

- ✓ 1. That Carolyn Perry be put under my direction as Chief Deputy Clerk.
- ✓ 2. That we hire a clerk to fill the empty slot now open. This clerk although is coming from my budget would assist the other JP's at their offices when needed, especially Judge Ray's office due to the change over, it will take about a year to phase out pct. 1 as we know it. Even myself assisting Carolyn in the duties of a clerk and fulfilling my duties as a JP,,it is an overload.
3. With the work load that is in my office, I am requesting the purchase of an additional adding machine. One is very inconvenient for two or more people to use.
4. The purchase of an executive office desk. The one that was supplied is not large enough to serve my needs adequately.



**Government Records
Services, Inc.**

VOL 43 PG 311

FILED
REX A. SHAW
COUNTY CLERK
95 JAN 23 PM 1:15
OFFICE OF THE COUNTY CLERK
GILMER, TEXAS

January 5, 1995

Honorable Rex Shaw
Upshur County Clerk
Upshur County Courthouse
Gilmer, Texas 75644

Dear Mr. Shaw:

Effective with billings in January 1995, we must reluctantly raise prices to offset increased costs.

GRS prices have remained unchanged for five (5) years, since January of 1990. Whereas costs from our suppliers have steadily increased over that same five year period.

We must now raise prices on our products and services in order to continue providing the highest level of quality to you, our customer. Enclosed are the new prices for the services which we provide to you.

We regret the inconveniences caused by increases in costs and fully expect this escalation to cover normal economic cost projections well into the future.

Thank you for your loyal support of Government Records Services, Inc. and your confidence shown in our people and our products. We will continue to work hard to merit your business.

Sincerely,

Richard A. McDaniel

Richard A. McDaniel
President

RM:fc
Enclosure

040494-1-RECORDING

COUNTY-ARCHIVAL PRINT RECORDING SERVICE

COUNTY MICROFILMING AND COPYFLO SERVICES
(FOR SIDEBOUND, TOPBOUND AND COMPACT BOOKS)

PRODUCT NUMBER	DESCRIPTION	COST
	County Archival Prints Priced per Print	
8011001	1 - 500	\$.68
	501 - 1000	.66
	1001 - 5000	.53
	5001 - 10000	.37
	10001 - 20000	.30
	20001 - UP	.24
8011002	County Archival Prints	SP

NOTE:

1. \$400.00 minimum per month with our microfilm camera

040494-1-INDEXING

COMPUTERIZED INDEXING-FULL SERVICE

PRODUCT NUMBER	DESCRIPTION	COST
8042001	Real Property Records - Full Service (per instrument, billed monthly)	
	1 - 100	\$ 3.03
	101 - 200	3.00
	201 - 1700	2.78
	1700 - up	1.07
8042002	Full Service Indexing	SP
8042003	County and District Court Minutes - Full Service Civil, Criminal, Probate (per instrument, billed monthly)	
	1 - 100	\$ 2.05
	1 - 200	1.98
	201 - 1700	1.76
	1701 - up	.76
8042004	Court Minutes - Full Service	SP
8042005	Vital Statistics, Marriages, Births, Deaths Full Service (per instrument, billed monthly)	
	1 - 100	\$ 2.18
	1 - 200	1.98
	201 - 1700	1.68
	1701 - up	.88
8042006	Vital Statistics - Full Service	SP

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PRICING

County Archival Print Recording Services

1-500	.58 per print
501-1,000	.56 per print
1,001-1,500	.45 per print
5,001-10,000	.31 per print

Full Service Computerized Indexing for Land Records

1-100	2.59 per instrument
101-200	2.56 per instrument
201-1,700	2.38 per instrument
1,701-UP	.91 per instrument

Date: 1-23-95

COMMISSIONER COURT
ATTENDANCE SHEET

Name	City of Residence
Kris Arnold, Auditor	Mt Pleasant
Jim Beckwith	Gilmer
Robert Conkey	Cortez
Dana Hummer	Gilmer
Mac Overton	Gilmer
Hans Stok	Bullard
Wynne Harris	Gilmer
Abena Hugg	Gilmer
Murray Gordon	Gilmer
J. T. Jones	Big Sandy
Mike Smith	Kilgus
Ben Mitchell	Gilmer
Tim Cone	Gilmer
Sarah Drees	Gilmer

FILED
 REX A. SHAW
 CO. CLERK

JAN 23 1995

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UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

1-23-1995

Commissioners Court met in Special Session. All members present.

Motion by Tommy Stanley seconded by Gaddis Lindsey to approve minutes of previous meeting dated 1-9-1995. Motion carried. Copy attached.

Motion by Tommy Stanley seconded by Gaddis Lindsey to approve Financial Statements and Independent Auditor's Report dated 9-30-1994 submitted by Oakerson, Arnold, Walker & Company. Motion carried. Copy on file in County Clerk's Office.

Motion by Tommy Stanley seconded by Gaddis Lindsey to approve payroll change for Nanci Hendrix, due to resignation and for Paula Gentry due to promotion. Motion carried. Copies attached.

Motion by Gaddis Lindsey seconded by Tommy Stanley to table all bids submitted for equipment in Pct. #1 and #2. Motion carried.

Motion by Tommy Stanley seconded by Gaddis Lindsey to approve Special Road Use Agreement submitted by Bates Enterprises to haul logs on Snapdragon and Reddick. (One day only.) Motion carried. Copy attached.

Motion by David Loyd seconded by Gaddis Lindsey to approve Special Road Use Agreement submitted by William Robertson Logging to haul logs less than 1000 feet on Paw-Paw. Motion carried. Copy attached.

Motion by Gaddis Lindsey seconded by Tommy Stanley to approve Special Road Use Agreement submitted by Gayle Henson to haul logs on Strong Road. Motion carried. Copy attached.

Motion by Tommy Stanley seconded by Gaddis Lindsey to approve Special Road Use Agreement Contract submitted by Bradley Contractors, Inc. to haul logs on Verbena and Sweet William. Motion carried. Copy attached.

No action taken on Special Road Use Agreement Contract submitted by James Logging Contractor for Weyerhaeuser to haul logs from F.M. 1845 right onto Peacock for about one mile due to the fact that the County has no authority on this certain road because it is located in the City of East Mountain. Copy attached.

Motion by David Loyd seconded by Tommy Stanley to approve Special Road Use Agreement Contract submitted by Panola Timber to haul logs on Locust then left on White Oak Road for 1/2 mile. Motion carried. Copy attached.

Motion by Gaddis Lindsey seconded by Tommy Stanley to approve Special Road Use Agreement Contract submitted by Lasco, Inc. to haul logs on Bluebird for about one mile. Motion carried. Copy attached.

Motion by Tommy Stanley seconded by Gaddis Lindsey to approve Special Road Use Agreement Contract submitted by Jimmy Price Logging to haul logs from F.M. 555 to Daylily for 1/4 mile. Motion carried. Copy attached.

Motion by Tommy Stanley seconded by Gaddis Lindsey to approve Special Road Use Agreement Contract submitted by Jimmy Price to haul logs on Begonia for 2 miles. Motion carried. Copy attached.

Motion by Gaddis Lindsey seconded by Tommy Stanley to approve Permit Application submitted by Delhi Gas Pipeline to install a welded steel gas pipeline in ROW of Warbler Road and Woodcock Road. Motion carried. Copy attached.

Motion by Gaddis Lindsey seconded by Tommy Stanley to approve Application for Filling Abandoned Well submitted by Kenneth Winn to fill abandoned well owned by Kenneth Winn, located on Kildee and FM 3245. Motion carried. Copy attached.

Motion by Tommy Stanley seconded by David Loyd to approve payment of bill now due. Also in this motion was to approve paying Annual Judges and Commissioners