



UPSHUR COUNTY COMMISSIONERS COURT

DILMER, TEXAS
COMMISSIONERS COURT
REGULAR SESSION
MAY 8, 1995
9:00 AM

- Approve the minutes of the meeting of 4-28-95.
- Approve the payment of the bills now due.
- Approve payroll changes.
- Accept resignation of Minnie Elwell as Election Judge in Pct. #11.
- Approve a resolution concerning TDP& R Services to allow the County Judge to act for the county to settle a lawsuit.
- Discuss Cougar control in Upshur County.
- Report on Sabine Bridge.
- Report on Big Sandy Creek Bridge right of way.
- Approve a letter in support of the Primary Health Clinic.
- Approve budget amendments.
- Discuss employee health insurance.
- Accept the Treasurer's monthly report.
- Approve permit applications for use of Upshur County right of way.
- Discuss autopsy requirements as per letter from DA Tim Cone.
- Approve financial statement.
- Discuss the 911 system with representatives from ETCOG, GTE and others.
- Approve resolution concerning tax abatement.

FILED
 REX A. CHAW
 COUNTY CLERK
 95 MAY -4 PM 2:12
 UPSHUR COUNTY, TX.
 BY _____

Charles L. Still
 County Judge



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

5-8-1995

Commissioner's Court met in Regular Session. All members present.

Motion by Tommy Stanley seconded by Gaddis Lindsey to approve minutes of previous meeting dated 4-28-1995. Motion carried.

Motion by David Loyd seconded by Kenny Thompson to approve payroll changes for the following people: Bernadine Evan, due to new hire, JoAnn Loftis, Wanda Hutchins, Harry Crockett, Sandra Edwards, Kenny Knight, Patsy Fails, Oscar Robertson, Wayne Ballard and James Wilson, all due to longevity increases. Motion carried. Copies of all attached.

Motion by Tommy Stanley seconded by Gaddis Lindsey to approve resignation of Minnie Elwell as Election Judge of Pct. #11. Motion carried.

Motion by Gaddis Lindsey seconded by Kenny Thompson to approve Resolution authorizing County Judge Charles L. Still to enter into a settlement of a claim and to execute a release in a matter between the Texas Department of Protective and Regulatory Services and Upshur County. Motion carried. Copy of Resolution attached.

G. D. Ray met with Court to discuss Cougar Control. Mr. Ray stated that he had spoken with the Game Warden and with a Biologist concerning this matter. Mr. Ray made the request to the Game Warden and Biologist to meet with the Court to discuss this problem. He asked that this matter be put back on the agenda in 2 to 3 weeks.

Judge Still gave a brief report on the Sabine Bridge and the Big Sandy Creek Bridge. Judge Still stated that this was just a report and that he had nothing in writing. The Sabine Bridge is schedule to start contracting out sometimes in 1996 and that the engineers are progressing. Concerning the Big Sandy Bridge, the Texas Department of Transportation sent a letter stating the requirement of a writ of entry from adjacent property owners on each end of the bridge. Judge Still said according to the last statement he received, contract letting could begin in 100 to 120 days on the Big Sandy Creek Bridge. Judge Still again stated that he has nothing in writing and this is just for reporting to the Commissioner's Court the progress on these two bridges. Copy attached.

Motion by Gaddis Lindsey seconded by Tommy Stanley to approve supporting the Gilmer Primary Health Care Clinic. Motion carried. Copy attached.

Motion by David Loyd seconded by Gaddis Lindsey to approve Budget Amendments. Motion carried. Copy attached.

Tom Slack and Sue Boatman, from Acordia, met with Court to discuss Upshur County employees health benefits. Mr. Slack presented each Commissioner with a Management Report. After lengthy discussion, Mr. Slack stated that he felt the reserve level to be adequate. The changes that Mr. Slack suggested will go into effect June 1, 1995, the New Plan Year.

Motion by David Loyd seconded by Kenny Thompson to approve placing into minutes a letter received from Jack E. Crump, Executive Director of the Commission on Jail Standards, sent to Upshur County Sheriff Buck Cross. Motion carried. Copy attached.

Motion by Tommy Stanley seconded by Gaddis Lindsey to approve Treasurer's Monthly Report. Motion carried. Copy attached.

Motion by Kenny Thompson seconded by Gaddis Lindsey to approve Financial Report submitted by County Auditor. Motion carried. Copy on file in County Clerk's office.

Judge Still read a letter from District Attorney, Tim Cone, regarding autopsies. Mr. Cone, in his letter said that JP's should order autopsies in appropriate cases. Judge Still stated that this was for matter of information only. No action taken.



UPSHUR COUNTY COMMISSIONERS COURT
GILMER, TEXAS

Motion by Tommy Stanley seconded by David Loyd to approve Resolution concerning Tax Abatement. Motion carried. Copy attached.

Motion by David Loyd seconded by Kenny Thompson to approve the following Special Road Use Agreements, Permit Applications and Applications for Filling Abandoned Wells:

Special Road Use Agreement Contract submitted by Lincoln Sheddy to haul logs on Balsam and Chinaberry.

Special Road Use Agreement Contract submitted by Jim Anderson to haul logs on Sheep.

Special Road Use Agreement Contract submitted by Gary Timber Co. to haul logs on Snapdragon, Petunia and Narcissus.

Permit Application submitted by Bobby Tackett to install a culvert in ROW of Seago Lilly.

Special Road Use Agreement Contract submitted by Gail Henson to haul logs on Wolverine, Otter and Turtle.

Special Road Use Agreement Contract submitted by Ward Timber Co. to haul logs on Martin Road.

Application for filling Abandoned Well submitted by Paul Gage. Well is located on corner of Hackberry and Pignut.

Motion carried on all the above. Copies of all attached.

Overload Permit submitted by M.C. Hughes Oil Co., Inc. placed into minutes. Copy attached.

Attendance Sheet placed into minutes.

Check from Professional Land Title placed into minutes.

Jury Selection List dated 5-9-1995, placed into minutes.



UPSHUR COUNTY COMMISSIONERS COURT
GILMER, TEXAS

Charles Still
JUDGE CHARLES STILL

Gaddis Lindsey
COMMISSIONER PCT. #1 GADDIS LINDSEY

Tommy S. Stanley
COMMISSIONER PCT. #2 TOMMY STANLEY

David Loyd
COMMISSIONER #3 DAVID LOYD

Charles (Kenny) Thompson
COMMISSIONER PCT #4 CHARLES (KENNY) THOMPSON

Handwritten scribbles and marks at the bottom left of the page.

43 PG 965

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date May 1, 1995 Dept TAXA-C
 Employee Bernadine Ann EVANS
 Social Security No 524-02-0596 Emp ID# _____

X	CHANGE(S)	FROM	TO
	Grade Step		
	Rate	8.8	1197.13
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

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

Comments:

Employee approved in Commissioners Court

Authorized by: Michael J. Smith

Date: 4/28/95

VOL 43 PG 966
OPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 5-1-9 Dept. 401/Co. Comm.
 Employee JO ANN LOFTIS
 Social Security No. _____ Emp. ID# 177

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"/>	Introductory Probationary Period Ended	<input type="checkbox"/>	Mert Increase
<input type="checkbox"/>	Promotion	<input type="checkbox"/>	Transfer
<input checked="" 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

95 MAY - 8
 OCT
 REVENUE
 FILED

Comments: Longevity 14 years \$56/month

Authorized by: Angela Harris
 Approved by: _____ Date: 5-3-95

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 5-1-95 Dept. 499/TAX
 Employee WANDA HUTCHINS
 Social Security No _____ Emp ID# 360

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"/>	Introductory Probationary Period Ended	<input type="checkbox"/>	Mert Increase
<input type="checkbox"/>	Promotion	<input type="checkbox"/>	Transfer
<input checked="" 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: Longevity 7 years \$28/month

Authorized by: Royce Harris
 Approved by: _____ Date: 5-3-95

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 5-1-95 Dept. 612/Pot# 2

Employee HARRY CROCKETT

Social Security No. Emp. ID# 391

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"/>	Introductory Period Ended	<input type="checkbox"/>	Mert Increase
<input type="checkbox"/>	Promotion	<input type="checkbox"/>	Transfer
<input checked="" 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

95 MAY - 3 PM 12:34
FILED

Comments: Longevity 6 years \$34/month

Authorized by: [Signature] Date: 5-3-95

Approved by:

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):
 Effective Date 5-1-95 Dept 565/CO. JAIL
 Employee SANDRA EDWARDS
 Social Security No _____ Emp ID# 463

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"/>	Introductory Probationary Period Ended	<input type="checkbox"/>	Mert Increase
<input type="checkbox"/>	Promotion	<input type="checkbox"/>	Transfer
<input checked="" 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: Longevity 4 years \$46/month

Authorized by: Myra Harris
 Approved by: _____ Date: 5-3-95

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 5-1-95 Dept. 614/PCT#4
 Employee KENNY KNIGHT
 Social Security No. _____ Emp. ID# 464

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"/>	Introductory Probationary Period Ended	<input type="checkbox"/>	Mert Increase
<input type="checkbox"/>	Promotion	<input type="checkbox"/>	Transfer
<input checked="" 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

PS MAY 11 11:12 AM '95

Comments: Longevity 4 years \$16/month

Authorized by: [Signature]
 Approved by: _____ Date: 5-3-95

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 5-1-95 Dept. 499/TAX
Employee PATSY FAILS
Social Security No. Emp ID# 461

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"/>	Introductory and probationary Period Ended	<input type="checkbox"/>	Merit Increase
<input type="checkbox"/>	Promotion	<input type="checkbox"/>	Transfer
<input checked="" 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

Stamp: MAY 8 1995
UPSHUR COUNTY
HUMAN RESOURCES
MAY 8 1995

Comments: Longevity 4 years & 16 months

Authorized by: *Crystal Harris*
Approved by: _____ Date: 5-3-95

Vol 43 PG 972
UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 5-1-95 Dept. 611 / Pot # 1
 Employee OSCAR ROBERTSON
 Social Security No. _____ Emp. ID# 445

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"/>	Introductory Period Ended	<input type="checkbox"/>	Merit Increase
<input type="checkbox"/>	Promotion	<input type="checkbox"/>	Transfer
<input checked="" 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

9 MAY - 8 PM '95
 COUNTY FILED
 CLERK

Comments:

Longevity 3 years \$12/month

Authorized by:

Kyrna Harris

Approved by:

Date: 5-3-95

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 5-1-95 Dept 614/Pct#4
 Employee WAYNE BALLARD
 Social Security No. _____ Emp ID# 477

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"/>	Introductory Period Ended	<input type="checkbox"/>	Merit Increase
<input type="checkbox"/>	Promotion	<input type="checkbox"/>	Transfer
<input checked="" 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 Longevity 3 years \$12/month

Authorized by: Daryl Harris
 Approved by: _____ Date: 5-3-95

Vol 43 PG 974
UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 5-1-95 Dept 611/Pct#1
 Employee JAMES WILSON
 Social Security No. _____ Emp. ID# 661

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"/>	Introductory Probationary Period Ended	<input type="checkbox"/>	Merit Increase
<input type="checkbox"/>	Promotion	<input type="checkbox"/>	Transfer
<input checked="" 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

FILED
 MAY 3 1995
 CLERK OF SUPERIOR COURT
 WASHINGTON, DC

Comments: Longevity 1 year \$4/month

Authorized by: [Signature]
 Approved by: _____ Date: 5-3-95

DATE: APRIL 28, 1995
TO: JUDGE CHARLES STILL
Upshur County Judge
FROM: TIM CONE
Upshur County Criminal District Attorney
SUBJECT: SETTLEMENT AGREEMENT

I have reviewed this Compromise and Settlement Agreement and I think it is in order. If the Commissioner's approve, I think it is the thing to do. If you and the Commissioner's would like for me to come up there to meet with you in closed or open session, I will be glad to do so. Let me know if you need me.

Thank you for your cooperation and attention.

Sincerely,

TC

Tim Cone

TC/mb

FILED
REX A. SHAW
CLERK
95 MAY - 8 PM 12:32
UPSHUR COUNTY, TX.
BY _____
DEPUTY

RESOLUTION

BEING A RESOLUTION authorizing County Judge Charles L. Still to enter into a settlement of a claim and to execute a release in a matter between the Texas Department of Protective and Regulatory Services and Upshur County.

WHEREAS the Upshur County Commissioners Court meeting in regular session on May 8, 1995 did adopt the following resolution:

BE IT RESOLVED in order to settle a legal matter between the Texas Department of Protective Services and Upshur County it becomes necessary for the Commissioners Court to authorize County Judge Charles L. Still to enter into a settlement of this matter and execute the necessary release.

NOW THEREFORE BE IT RESOLVED the Commissioners Court of Upshur County hereby grants County Judge Charles L. Still the authority to expedite this matter.

A complete copy of the compromise and settlement agreement will be placed into the Commissioners Court minutes as of this date.

Charles L. Still
COUNTY JUDGE CHARLES L. STILL

David Ryzd
COMMISSIONER PCT. B

Gordon Lindsey
COMMISSIONER PCT. 1

Charles L. Still
COMMISSIONER PCT. A

Johnny L. Standley
COMMISSIONER PCT. 2

FILED
REX A. SPAN
COUNTY CLERK
95 MAY -8 PM 12:32
UPSHUR COUNTY, TX



VOL. 43 PG 977

**Office of the Attorney General
State of Texas**

DAN MORALES
ATTORNEY GENERAL

**Law Enforcement Defense Division
Office (512) 463-2080
Fax (512) 495-9139**

April 26, 1995

Certified Mail P 011 266 894

Mr. Charles L. Still, County Judge
Upshur County Courthouse
P. O. Box 790
Gilmer, Texas 76544-0790

Re: Payment of Claim/\$150,000.00

Dear Judge Still:

This letter is in reference to payment of the above-referenced claim. I have prepared the necessary documents for approval of payment of the claim. These documents have been submitted to the Governor's office.

Should the Governor approve this settlement, our office will need to receive the executed compromise and settlement and complete release of all claims prior to payment. Please note that the release needs to have attached to it the minutes of the Commissioners Court authorizing you to enter into settlement of this claim and to execute the release.

Once the enclosed documents are returned to this office, all paper work, including the documents which reflect the Governor's approval, is forwarded to the Comptroller for issuance of a treasury warrant in the amount of the claim. When the treasury warrant is executed it will be delivered to this office and it will be forwarded to your office as payment in full of this claim.

Please feel free to contact me if you have any questions or would like any further information on this matter.

Thank you for your assistance in this matter.

Very truly yours,

ANN KRAATZ
Assistant Attorney General
Chief, Law Enforcement Defense Division

512/463-2100

P.O. BOX 12548

AUSTIN, TEXAS 78711-2548

COMPROMISE AND SETTLEMENT AGREEMENT

The following is a settlement made between the Texas Department of Protective and Regulatory Services and Upshur County, Texas.

I.

STATEMENT OF THE CLAIM

1. The County contends that the Texas Department of Protective and Regulatory Services is liable for expenses which the County incurred as a result of investigations by the Department's employees conducted in Upshur County. The investigations began on April 19, 1990 and involved the Kerr, Hicks, Holeman and Smith families. These investigations eventually resulted in additional investigations of a wider nature which involved both civil and criminal matters. As a result of these investigations, Upshur County incurred expenses in the amount of \$150,000.

2. The State of Texas and the Texas Department of Protective and Regulatory Services contend that no liability exists.

II.

TERMS OF SETTLEMENT

In consideration of the mutual covenant set forth herein, the parties to this settlement agree to be bound and obligated as follows:

(1) The Texas Department of Protective and Regulatory Services promises to pay to Upshur County the sum of one hundred fifty thousand dollars (\$150,000);

(2) As consideration for such payment by the Texas Department of Protective and Regulatory Services, Upshur County agrees to execute a release of liability and further agrees that Upshur County shall not institute any legal proceedings against the State of Texas, the Texas Department of Protective and Regulatory Services or any board member, employee or agent thereof in any court for any reason connected with the investigations in Upshur County by employees of the Department and with any

subsequent investigations whether civil or criminal by the Department's employees or the County and that Upshur County forever discharges the State of Texas and the Texas Department of Protective Services, its board members and all employees thereof from all claims, demands, damages, actions, and causes of action whatsoever as have arisen or may arise in connection with the investigations by Department employees into the Kerr, Hicks, Holeman and Smith families, which began on April 19, 1990, and any subsequent investigations whether civil or criminal by the Department's employees or by the County.

III.

NO ADMISSION OF LIABILITY

This agreement is executed by the parties hereto for the sole purpose of compromising and settling the matters involved in this dispute and it is expressly understood and agreed, as a condition hereof, that this agreement shall not constitute or be construed to be an admission on any part of the State of Texas or the Texas Department of Protective and Regulatory Services or its employees or as evidencing or indicating any degree of admission of the truth or correctness of any claims asserted.

IV.

EFFECT OF AGREEMENT

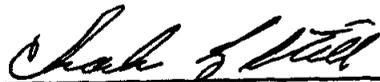
Upshur County understands that the one hundred fifty thousand dollars (\$150,000.00) to be paid by the Texas Department of Regulatory and Protective Services was agreed to as a compromise to avoid expense and to terminate all controversy or claim whatsoever as has arisen or may arise in connection with the investigations by Department employees into the Kerr, Hicks, Holeman and Smith families and with any subsequent investigations whether civil or criminal by the Department's employees or by the County. Upshur County expressly agrees that the acceptance of such payment from the Texas Department of Protective and Regulatory Services shall be a complete bar to all claims or suits for injuries or damages of any nature resulting or to result from the

Investigations conducted by Department employees in Upshur County beginning on April 19, 1990 and any related investigations by the Department's employees or by the County. This bar specifically extends to any and all expenses for criminal proceedings which may have resulted from the investigations beginning on April 19, 1990, or from the county's investigation into the matter of Kelly Wilson. The county additionally agrees not to seek indemnification, or other payment, from the State of Texas or the Texas Department of Protective and Regulatory Services for any civil action which has resulted or may result from the investigations by the Department's employees in Upshur County involving the Kerr, Hicks, Holeman and Smith families and any subsequent investigations whether civil or criminal by the Department's employees or by the County.

V.

APPROVAL OF THE GOVERNOR

Upshur County understands that this settlement shall not become final unless and until approved by the Governor of Texas, which approval shall be evidenced by the issuance of a treasury warrant payable to Upshur County in the amount of one hundred fifty thousand dollars (\$150,000.00).



Charles L. Still
COUNTY JUDGE, UPSHUR COUNTY

Ann Kraatz
ASSISTANT ATTORNEY GENERAL

COMPLETE RELEASE OF ALL CLAIMS

STATE OF TEXAS §
 §
COUNTY OF UPSHUR §

BEFORE ME, the undersigned authority, on this day came Charles L. Still, who duly sworn on his oath, stated and deposed as follows:

My name is Charles L. Still. I am the County Judge of Upshur County, Texas. On behalf of Upshur County, I am seeking reimbursement from the Texas Department of Protective and Regulatory Services for monies expended by the County as a result of the investigations by Department employees which began on April 19, 1990 into the Kerr, Hicks, Holeman and Smith families and any subsequent investigations whether civil or criminal by the Department's employees or by the County. The amount sought through this claim is one hundred fifty thousand dollars (\$150,000.00).

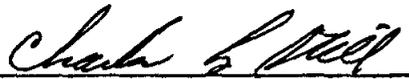
In order to amicably settle this claim, the parties have agreed upon a full and final settlement and compromise of these claims and of all the causes of action, damages, liabilities, expenses, costs and attorney's fees arising by reason of the investigation by Department employees beginning April 19, 1990, into the Kerr, Hicks, Holeman and Smith families and any subsequent investigations whether civil or criminal by the Department's employees or by the County whether heretofore or hereafter accruing and whether now known or not known to the parties hereto.

Now, therefore, for and in consideration of the sum of one hundred fifty thousand dollars (\$150,000) payable to Upshur County, I, in my capacity as county judge of Upshur County and on behalf of Upshur County, hereby release, acquit and forever discharge the State of Texas, the Texas Department of Protective and Regulatory Services, its officers, agents, employees, and board members, from all causes of action, damages, liabilities, expenses, costs and attorney's fees resulting or to result from the

investigations conducted by Department employees in Upshur County beginning on April 19, 1990 and any related investigations by the Department's employees or by the County, including any and all expenses for criminal proceedings which may have resulted from the investigations beginning on April 19, 1990, or from the County's investigation into the matter of Kelly Wilson whether heretofore or hereafter accruing and whether now known or not known to Upshur County.

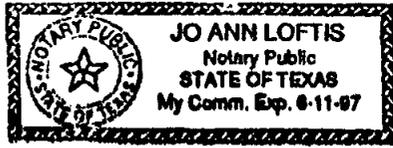
I warrant that I clearly understand the terms, conditions and legal effect of my execution of this document. No promises, inducement, or anything of value other than the consideration described has been offered to induce me to enter into this Release. I understand that the consideration herein provided to be paid is all of the money that will ever be paid to Upshur County by the Texas Department of Protective and Regulatory Services as a result of the investigations conducted by Department employees in Upshur County beginning on April 19, 1990 and any related investigations by the Department's employees or by the County, including any and all expenses for criminal proceedings which may have resulted from the investigations beginning on April 19, 1990, or from the County's investigation into the matter of Kelly Wilson.

I further assert that my signature hereto was affixed after the passage of a resolution by the Upshur County Commissioners Court duly authorizing me to enter into a settlement of this claim and to execute this release. A copy of the minutes of the meeting of the commissioners court enacting such resolution is attached hereto.


CHARLES L. STILL

SUBSCRIBED and SWORN to before me on this the 8th day of May, 1995.

Jo Ann Loftis
NOTARY PUBLIC, in and for the
STATE OF TEXAS



Jo Ann Loftis
Notary's Printed Name
My commission expires: 6-11-97



P.O. BOX 1210 • ATLANTA, TEXAS 75551-1210 • (903) 796-2851

April 28, 1995

Mr. Charles Still
Upshur County Judge
Upshur County Courthouse
Gilmer, Texas

Re: County Road 405
Big Sandy Creek
CSJ 0919-02-012

Dear Sir:

The Texas Department of Transportation requires a writ of entry from adjacent property owners on the above referenced project in order for construction forces to reconstruct the county bridge.

The writ of entry should allow the state 200' (two hundred feet) from each end of the existing bridge and 40' (forty feet) left and right of center line of the existing bridge.

The writ of entry is needed by June 1, 1995 in order for the state to go to contract in September, 1995.

If any additional information is needed, contact me at 843-2527.

Sincerely,

Bryan L. Nash, P.E.
Bryan L. Nash, P. E.
Gilmer Area Engineer

BLN:pl

An Equal Opportunity Employer

WRIT OF ENTRY

RE: County Road 405
Big Sandy Creek
CSJ 0919-02-012

TO WHOM IT MAY CONCERN:

I, Robbie Sue Dewese, do hereby grant this writ of entry to Upshur County, The Texas Department of Highways and Public Transportation and their contractors or agents, upon property I may own in the area adjacent to the Big Sandy Creek bridge on White Oak Road. The area described being 40 feet on either side of the centerline of Big Sandy Creek bridge and/or White Oak Road; and to a distance of 200 feet west of the west bridge abutment.

Signed this _____ day of _____, 1995.

Land Owner

FILED
REX A. SHAW
COURT CLERK
95 MAY -8 PM 12:32
UPSHUR COUNTY, TX.
BY _____
HEP/PLTY

April 25, 1995

Mrs. Lisa Robinson, Clinic Administrator
Gilmer Primary Health Care Clinic
711 North Titus Street
Gilmer, Texas 75644

RE: Application for Continued Funding
TDH/PHCSP Grant

Dear Sir or Madame:

Please accept this letter as Upshur County's strong endorsement of the Gilmer Primary Health Clinic's (PHC) efforts to provide medical care services in the upcoming budget year. The Gilmer PHC serves indigent patients from the surrounding 21 East Texas counties, with very limited resources and a limited budget. This particular clinic represents a medical "safety net" for thousands of East Texans unable to afford conventional health care in this area.

I know you are aware of the tremendous positive impact of this outreach clinic, and will continue to support its operation in this region.

Thank you in advance for your help.

Respectfully yours,



Charles Still, County Judge
County of Upshur

FILED
REX A. SHAW
COUNTY CLERK
95 MAY -8 PM 12:32
UPSHUR COUNTY, TX.
BY _____
FFPHITY

UPSHUR COUNTY
BUDGET AMENDMENTS

The following budget amendments were approved this the _____
day of _____, 19____.

Charles B. Still
Charles Still, County Judge,

Gaddis Lindsey
Gaddis Lindsey, Comm. Pct. 1

Tommy Stanley
Tommy Stanley, Comm. Pct. 2

David Loyd
David Loyd, Comm. Pct. 3

Kenny Thompson
Kenny Thompson, Comm. Pct. 4

FILED
REX A. SHAW
COUNTY CLERK
95 MAY -8 PM 12:32
UPSHUR COUNTY, TX.
BY _____
DEPUTY

SUBJECT: Amending the Budget

Line-item transfer

DATE: 5-8-95

Honorable Commissioners Court of UPSBUR County:

I submit to you for your consideration the following line-item transfers:

	<u>FUND</u>	<u>DEPT.</u>	<u>ACCT.</u>	<u>AMT.</u>
From:	10	401	4495	500
To:	10	401	4490	500

Reason:

Department Head

Approved Commissioners Court

Attest County Clerk

0083.1.0

SUBJECT: Amending the Budget

Line-item transfer

DATE: 5-8-95

Honorable Commissioners Court of UPSHUR County:

I submit to you for your consideration the following line-item transfers:

	<u>FUND</u>	<u>DEPT.</u>	<u>ACCT.</u>	<u>AMT.</u>
From:	10	426	4495	400
	10	426	4110	1700
To:	10	426	4135	400
			4015	1700

Reason:

Department Head

Approved Commissioners Court

Attest County Clerk

0083.1.0

SUBJECT: Amending the Budget

Line-item transfer

DATE: 5-8-95

Honorable Commissioners Court of UPSHUR County:

I submit to you for your consideration the following line-item transfers:

	<u>FUND</u>	<u>DEPT.</u>	<u>ACCT.</u>	<u>AMT.</u>
From:	10	435	4185 4145	1000 2300
To:	10	435	4015 4135 5400	1000 300 2000

Reason:

Department Head

Approved Commissioners Court

Attest County Clerk

0083.1.0

SUBJECT: Amending the Budget

Budget Amendment

DATE: 5-8-95

Honorable Commissioners Court of UPSHUR County:

I would like to request the amendments to my departmental budget:

<u>FUND</u>	<u>DEPT.</u>	<u>ACCT.</u>	<u>AMT.</u>
10	US 1	3010	200
		3030	800
		3095	70
		4175	2500
Reason		4502	1000
		4600	10
			<u>4580</u>

There are no areas in my current budget to reduce in order to fund the above mentioned items.

Approved Commissioners Court

Department Head

Attest County Clerk

NOTE: Be sure to review other departments within the fund for areas where funds could be used to make these amendments. Line-item transfers are always preferred over budget amendments.

0084.0.0

SUBJECT: Amending the Budget

Line-item transfer

DATE: 5-8-95

Honorable Commissioners Court of UPSHUR County:

I submit to you for your consideration the following line-item transfers:

	<u>FUND</u>	<u>DEPT.</u>	<u>ACCT.</u>	<u>AMT.</u>
From:	10	510	3480	300
To:	10	510	3200 3470	200 100

Reason:

Department Head

Approved Commissioners Court

Attest County Clerk

0083.1.0

SUBJECT: Amending the Budget		

Line-item transfer

DATE: 5-8-95

Honorable Commissioners Court of UPSHUR County:

I submit to you for your consideration the following line-item transfers:

	<u>FUND</u>	<u>DEPT.</u>	<u>ACCT.</u>	<u>AMT.</u>
From:	10	560	3380	2000
	10	565		
To:	10	560	3010	2000
	10	565	5425	4860

Reason:

Department Head

Approved Commissioners Court

Attest County Clerk

0083.1.0

SUBJECT: Amending the Budget

Line-item transfer

DATE: 5-8-95

Honorable Commissioners Court of UPSHUR County:

I submit to you for your consideration the following line-item transfers:

	<u>FUND</u>	<u>DEPT.</u>	<u>ACCT.</u>	<u>AMT.</u>
From:	10	570	4495	490
To:	10	570	5400	490

Reason:

Department Head

Approved Commissioners Court

Attest County Clerk

0083.1.0

SUBJECT: Amending the Budget		

Budget Amendment

DATE: 5-8-95

Honorable Commissioners Court of UPSHUR County:

I would like to request the amendments to my departmental budget:

	<u>FUND</u>	<u>DEPT.</u>	<u>ACCT.</u>	<u>AMT.</u>
from reserve acct				
Reason	<u>18</u>	<u>614</u>	<u>5600</u>	<u>77,836</u>
	<u>purchase new equipment</u>			

There are no areas in my current budget to reduce in order to fund the above mentioned items.

Approved Commissioners Court

Department Head

Attest County Clerk

NOTE: Be sure to review other departments within the fund for areas where funds could be used to make these amendments. Line-item transfers are always preferred over budget amendments.

0084.0.0

SUBJECT: Amending the Budget

Line-item transfer

DATE: 5-8-95

Honorable Commissioners Court of UPSHUR County:

I submit to you for your consideration the following line-item transfers:

	<u>FUND</u>	<u>DEPT.</u>	<u>ACCT.</u>	<u>AMT.</u>
From:	<i>reserve of revenues collected for auto reg. functions</i>			
To:	10	499	5400	
Reason:	<i>typewriter</i>			

Department Head

Approved Commissioners Court

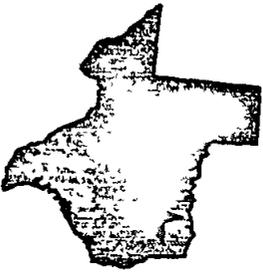
Attest County Clerk

0083.1.0

Upshur County

Management Reports

Presented by Acordia Benefits of Texas, Inc.

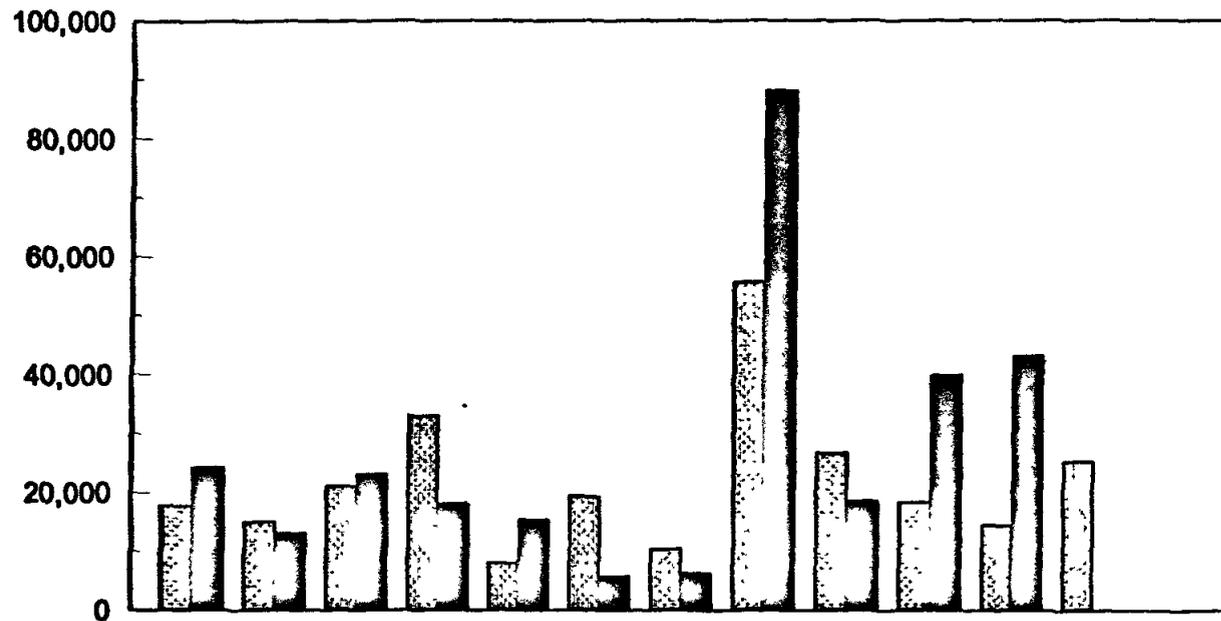


FILED
REX A. SHAW
COUNTY CLERK
95 MAY -8 PM 2:45
UPSHUR COUNTY, TX.
BY _____

Upshur County

TOTAL PAID CLAIMS BY MONTH

Medical



	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	
93/94 TOTAL \$265,791	17,835	15,070	21,205	33,038	8,087	19,375	10,501	55,649	26,727	18,429	14,561	25,315	
94/95 TOTAL \$296,092	24,271	13,155	23,112	18,091	15,416	5,851	6,415	88,153	18,603	39,815	43,210		

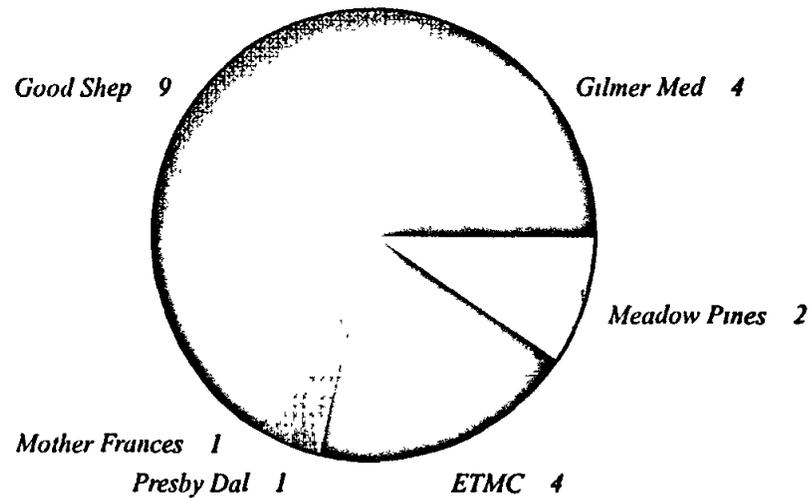
VOL 43 PG 998

Upshur County

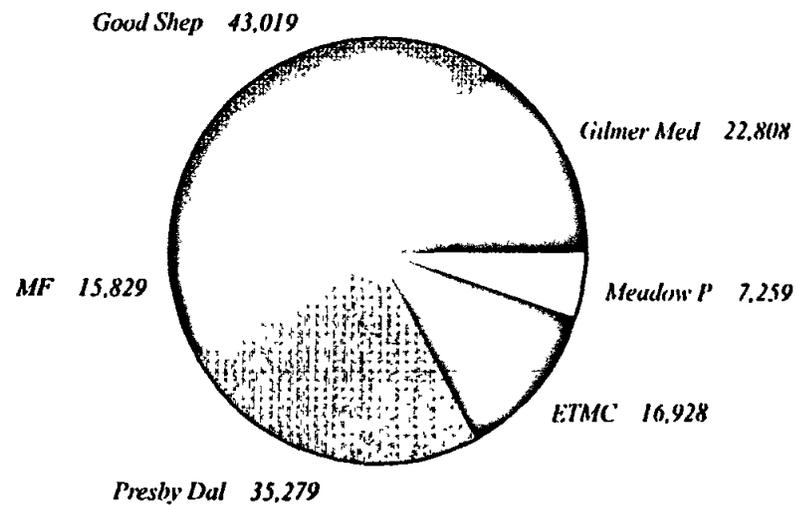
HOSPITAL IN-PATIENT ANALYSIS

06-01-94 to 04-30-95

NUMBER OF ADMISSIONS



TOTAL DOLLARS PAID

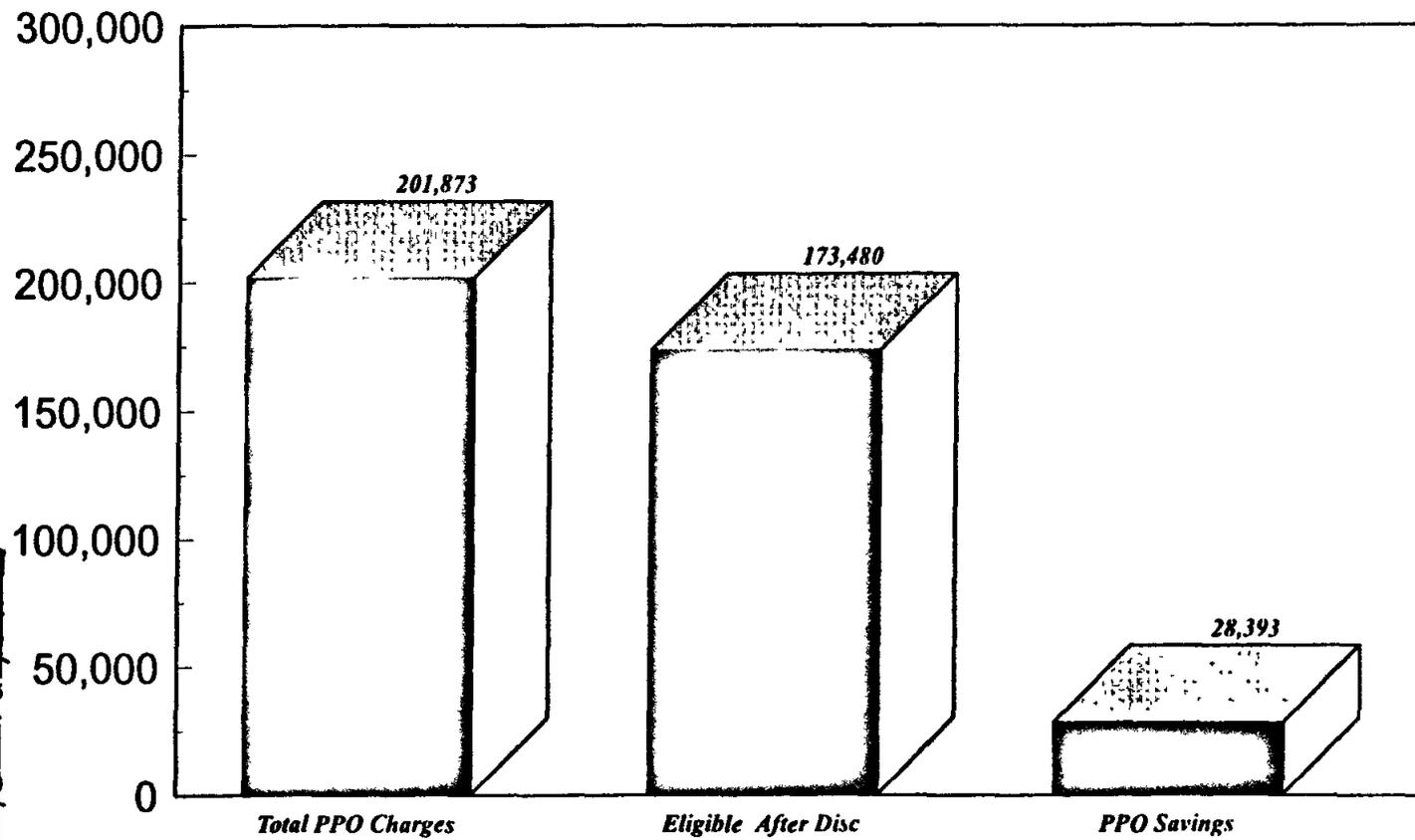


Amount not listed if less than \$1,000

Upshur County

PPO SAVINGS

06-01-94 to 04-30-95

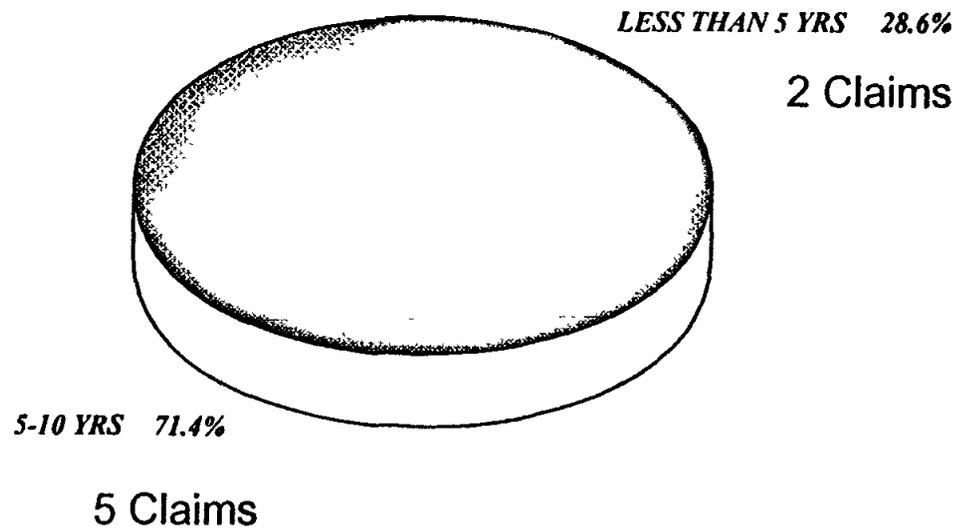


Upshur County

LENGTH OF EMPLOYMENT -VS- LARGE CLAIMS

06-01-94 to 04-30-95

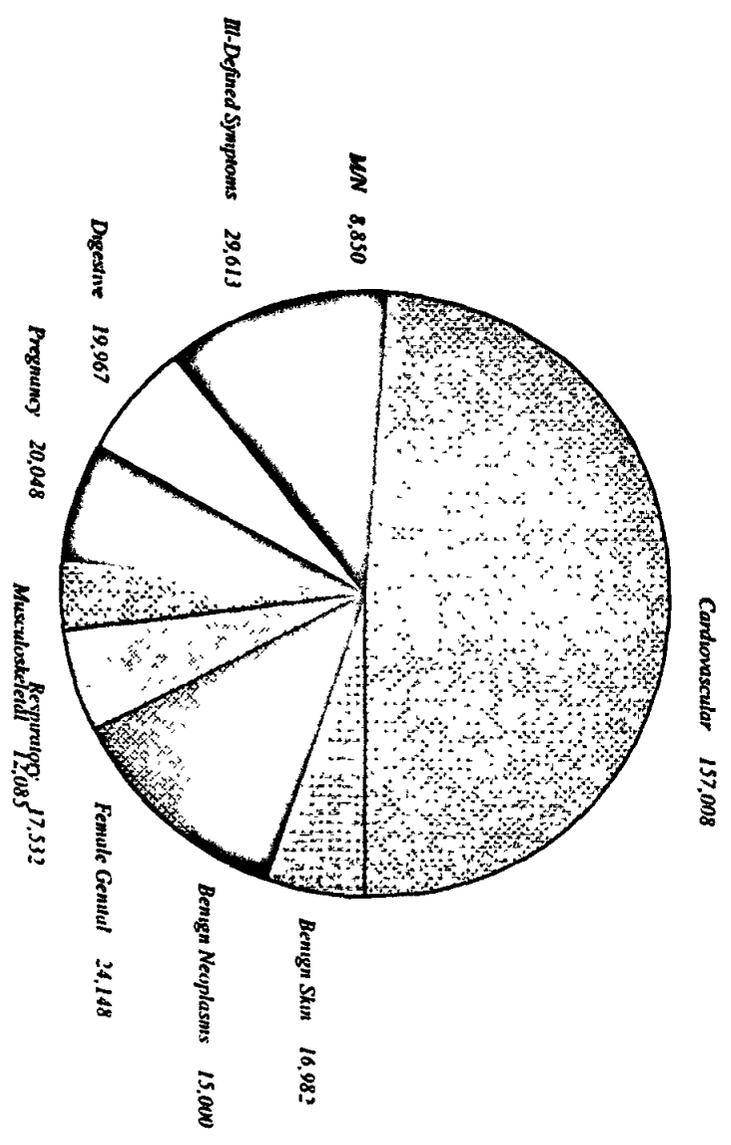
CLAIMS OVER \$10,000



Upshur County

TOP 10 DIAGNOSIS BY DOLLAR AMOUNT

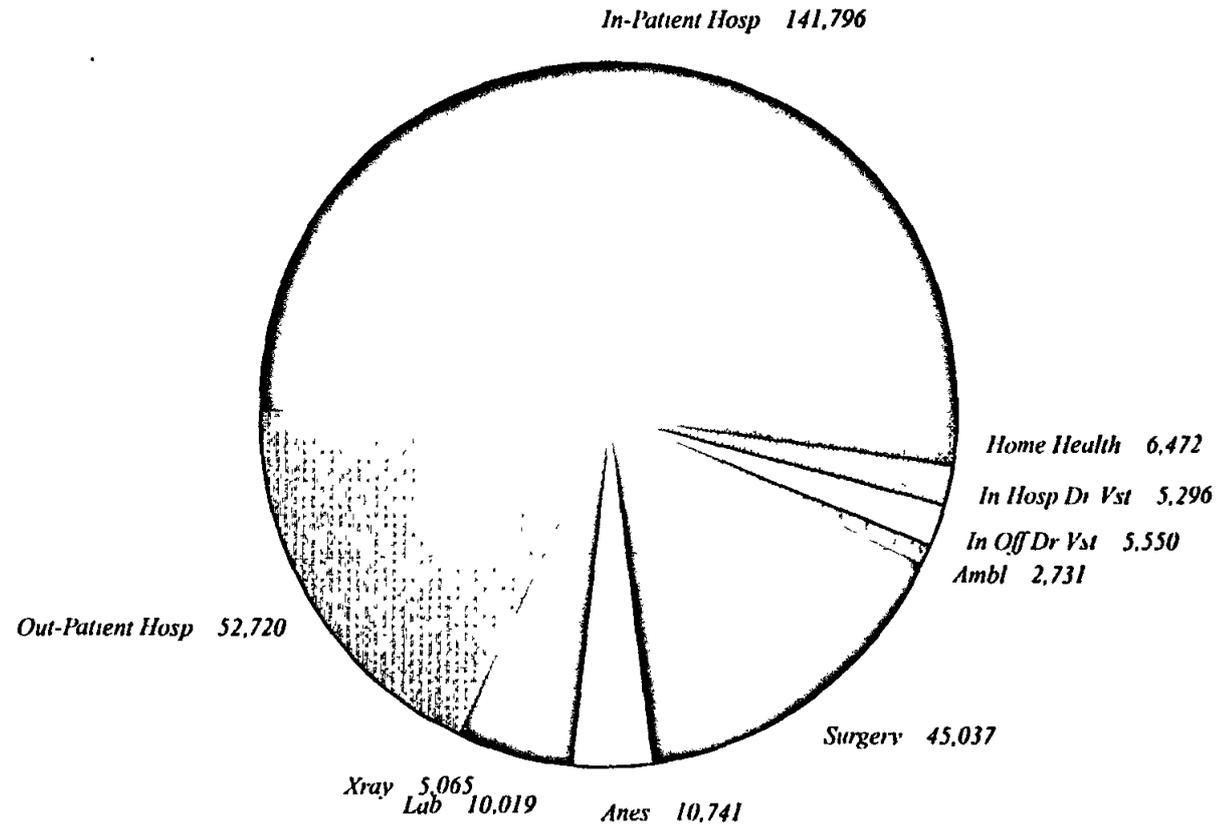
06-01-94 to 04-30-95



Upshur County

MOST FREQUENT USED CHARGE CODES

06-01-94 to 04-30-95

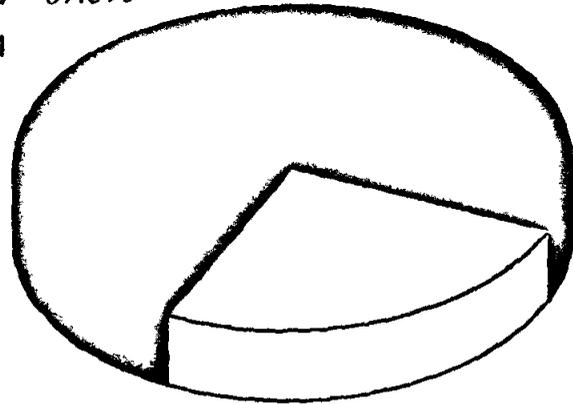


Upshur County

Percentage of Claims Paid by Covered Lives

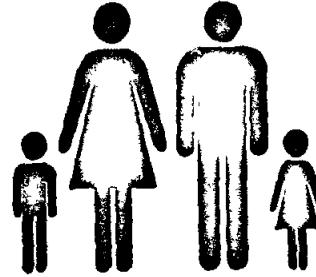
06-01-94 to 04-30-95

EMPLOYEE 67.5%
\$216,921



CHILD 6.6%
\$21,105

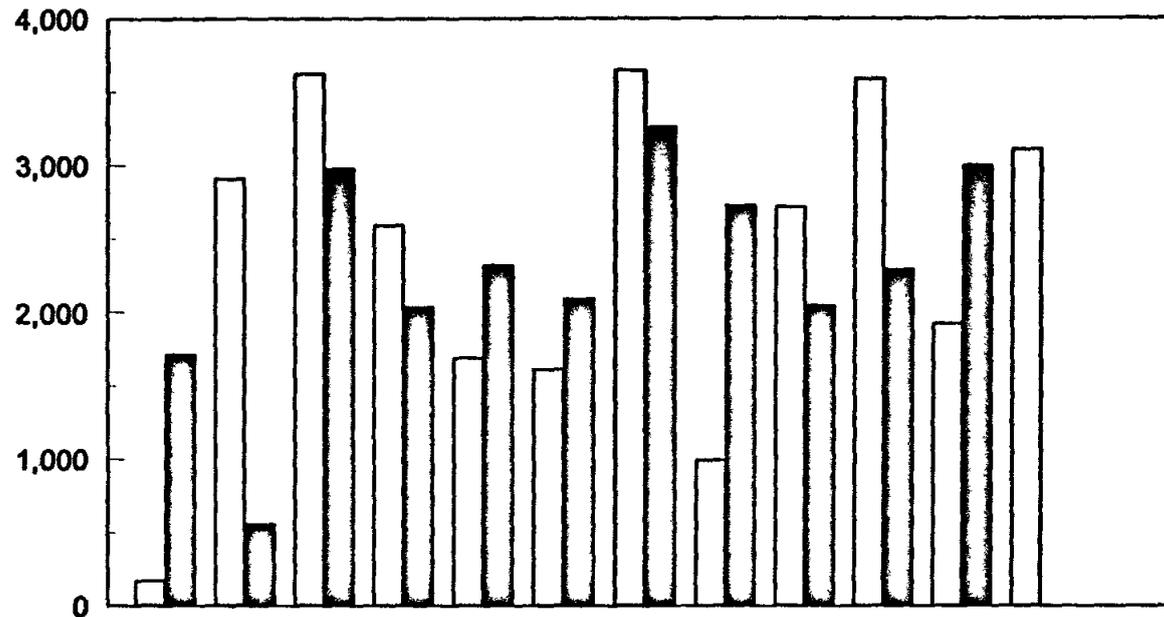
SPOUSE 25.9%
\$83,193



Upshur County

TOTAL PAID CLAIMS BY MONTH

Dental

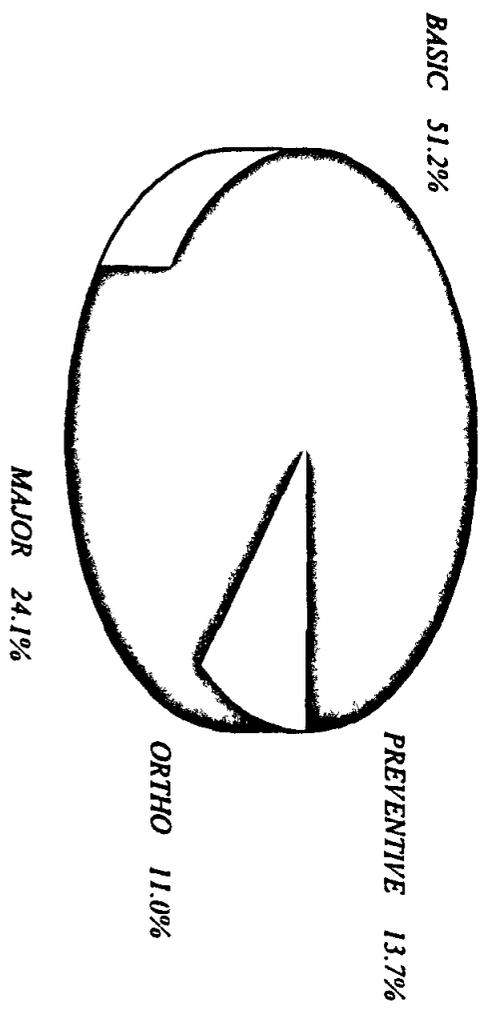


	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	
93/94 TOTAL \$28,595 □	174	2,910	3,624	2,594	1,690	1,612	3,650	996	2,719	3,590	1,924	3,111	
94/95 TOTAL \$25,031 ■	1,712	562	2,979	2,040	2,320	2,092	3,260	2,728	2,047	2,293	2,999		

Upshur County

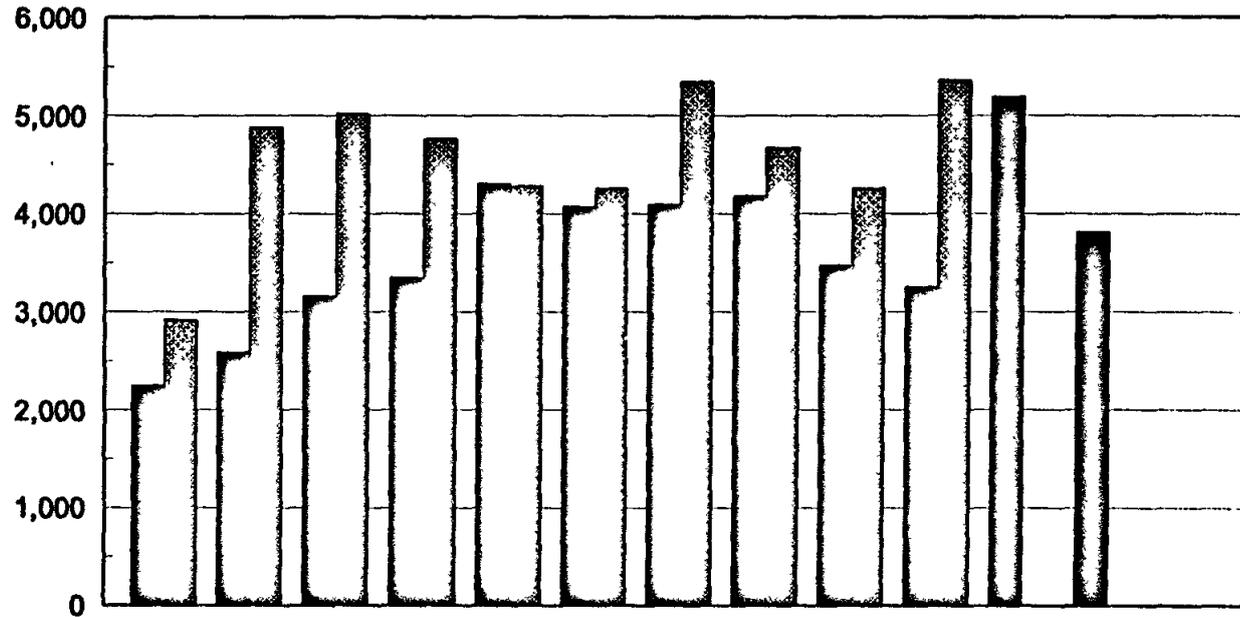
BREAKDOWN OF DENTAL TREATMENT

06-01-94 to 04-30-95



Upshur County

Behrens Drug Program



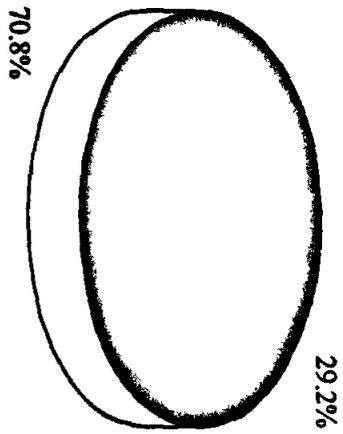
	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
93/94 \$43,709	2,245	2,585	3,158	3,351	4,305	4,067	4,092	4,178	3,470	3,257	5,189	3,812
94/95 \$45,726	2,918	4,874	5,009	4,763	4,281	4,255	5,338	4,673	4,258	5,357		

Upshur County

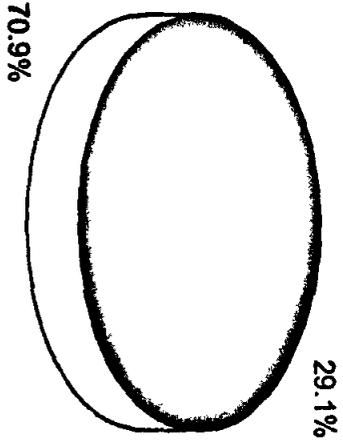
BREAKDOWN OF GENERIC -vs- BRAND

NAME PRESCRIPTIONS

06-01-94 to 04-30-95



93/94



94/95

■ Generic ■ Brand



COMMISSION ON JAIL STANDARDS

EXECUTIVE DIRECTOR

Jack E. Crump

COMMISSION MEMBERS

Sheriff Joe Evans, Nacogdoches, Chairman
Judge Josephine W. Miller, Sinton, Vice-Chairman
Kenneth W. Anderson, Jr., Dallas
Charles E. Chatman, Sherman
C.O. Hadnot, Hillister
Commissioner J.D. Johnson, Fort Worth
J. David Nelson, Lubbock
Sheriff Alex F. Perez, Brownsville
Dr. Manuel Rivera, M.D., El Paso

May 2, 1995

Sheriff Buck Cross
Sheriff, Upshur County
405 N. Titus
Gilmer, Texas 75644

Dear Sheriff Cross:

I am advised that the Upshur County Jail has received its 2nd consecutive certification attesting to its compliance with Texas Minimum Jail Standards.

Congratulations! This accomplishment demonstrates superior day to day management and interest on your part.

The citizens of Upshur County should be as proud of you as is the Jail Commission.

Sincerely,


Jack E. Crump
Executive Director

JEC:mar

cc: The Honorable Charles L. Still
Supervising Inspector Bob Patterson

FILED
REX A. SHAW
COUNTY CLERK
95 MAY -8 P11 2:25
UPSHUR COUNTY, TX.
BY _____
DEPUTY

1
 UPSHUR COUNTY TREASURER'S MONTHLY REPORT
 AND COMMISSIONERS COURT AFFIDAVIT
 APRIL 1 THROUGH APRIL 30, 1995

	BEGINNING BALANCE	REVENUES	DISBURSEMENTS	ENDING BALANCE	INVESTMENTS REDEEMED	INVESTMENTS PURCHASED	DEMAND BALANCE	INVESTMENTS	TOTAL DEPOSITS
OPERATING ACCOUNT	6,421,597.08	545,776.74	709,200.53	6,258,173.29	2,490,000.00	2,315,000.00	42,445.72	6,215,727.57	6,258,173.29
INSURANCE ACCOUNT	778,207.18	24,280.51	67,280.95	735,206.74	400,000.00	340,000.00	35,206.74	700,000.00	735,206.74
TOTALS	7,199,804.26	570,057.25	776,481.48	6,993,380.03	2,890,000.00	2,655,000.00	77,652.46	6,915,727.57	6,993,380.03

INDEBTEDNESS

1991 CERTIFICATES OF OBLIGATION	1,850,000.00
OTHER INDEBTEDNESS	78,187.73
TOTAL INDEBTEDNESS	1,928,187.73

C.D.'S

UPSHUR COUNTY OPERATING CD#11417	240,000.00
UPSHUR COUNTY OPERATING CD#11194	2,000,000.00
UPSHUR COUNTY OPERATING CD#11365	1,000,000.00
UPSHUR COUNTY OPERATING CD#11365	600,000.00
UPSHUR COUNTY OPERATING CD#11365	300,000.00
UPSHUR COUNTY OPERATING CD#11291	975,000.00
UPSHUR COUNTY PERMANENT SCHOOL CD#11195	1,001,585.54
UPSHUR COUNTY AVAILABLE SCHOOL CD#11196	99,142.03
UPSHUR COUNTY INSURANCE CD#11206	400,000.00
UPSHUR COUNTY INSURANCE CD#11340	300,000.00
TOTAL CD'S	6,915,727.57

AFFIDAVIT

The above information is found to be true and correct.

Charles L. Still
 County Judge, Charles L. Still

Gaddis Lindsey
 Commissioner, Pct. 1, Gaddis Lindsey

Tommy Stanley
 Commissioner, Pct. 2, Tommy Stanley

David Loyd
 Commissioner, Pct. 3, David Loyd

Charles K. Thompson
 Commissioner, Pct. 4, Charles K. Thompson

Submitted under the provision of the Local Government Code Section 114.026

Myra Harris
 Myra Harris, County Treasurer

FILED
 REX A. SHAW
 COUNTY CLERK
 95 MAY -8 PM 12:32
 UPSHUR COUNTY, TX
 BY _____
 AFFIDAVIT

VOL 43 PG 110

FILED
REX A. SHAW
COUNTY CLERK
95 MAY 8 PM 12:32
UPSHUR COUNTY

RESOLUTION NO.

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

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 :

Section 1. The Commissioners Court of Upshur County hereby establishes certain guidelines and criteria governing economic development incentives, including reinvestment zones, economic development incentives and tax abatement agreements. Such guidelines and criteria are set forth on Exhibit "A" attached hereto, and made a part of this Resolution.

Section 2. That such guidelines and criteria shall be effective for two (2) years from the date of adoption and may only be amended or repealed by vote of three-fourths (3/4) votes of the Commissioners Court.

Section 3. There is hereby created a Joint Committee on Tax Abatement to be organized and operate in accordance with the provisions set forth in Exhibit "A".

PASSED AND APPROVED this the ____ day of _____ 19__.

Charles Still
Charles Still, County Judge

David Loyd
David Loyd, Commissioner, Pct. 3

Gaddis Lindsey
Gaddis Lindsey, Commissioner Pct. 4

Kenny Thompson
Kenny Thompson, PCT. 4

Tommy S. Stanley
Tommy Stanley, Commissioner Pct. 2

ATTEST: Rex Shaw, County Clerk

2 TAX ABATEMENT POLICY

EXHIBIT "A"

I. STATEMENT OF POLICY AND OBJECTIVES

Upshur County is committed to the promotion of quality development in all parts of the County and to an ongoing development in the quality of life for its citizens. Insofar as these objectives are generally served by the enhancement and expansion of the local economy, the Commissioners Court of Upshur County will give consideration to providing incentives as a stimulation for economic development in the county. It is the policy of Upshur County that said consideration will be provided in accordance with the guidelines, procedures, and criteria outlined in this document. However, nothing herein shall imply or suggest that Upshur County is under obligation to provide any incentive to any applicant. All applicants shall be considered by the County on a case-by-case basis.

II. GUIDELINES AND CRITERIA

In accordance with the procedures hereinafter provided consideration of any application for tax abatement shall be evaluated upon the following guidelines and criteria:

A: Fiscal Impact

1. How much real and personal property value will be added to the tax rolls?
2. How will this project affect existing business and/or office facilities?
3. What infrastructure construction will be required?
4. What is the total annual operating budget of this facility projected to be?

B: Community Impact

1. What effect would the project have on the local housing market?
2. What environmental impact, if any, will be created by the project?
3. How compatible is the project with the County's Comprehensive Plan?

C: Employment Impact

1. How many jobs will be brought to Upshur County?
2. What types of jobs will be created?
3. What will the total annual payroll be?

D: Applicant's Qualifications

1. Does the applicant have sufficient financial capacity to reasonably assure performance?
2. Does the applicant possess sufficient technical and/or operating capacity to reasonably assure performance?
3. Does the applicant's prior financial and/or operating history reasonably assure capability to perform?

E: Other Criteria

The enumeration of the foregoing guidelines shall not preclude consideration of other factors found to be relevant or appropriate in any particular case in order to accomplish the policies and objectives of this program.

2. The Commissioners Court of Upshur County may hold the public hearing and determine whether the project is "feasible and practical and would be a benefit to the land to be included in the zone and to the municipality or county".
3. The Commissioners Court of Upshur County may consider the adoption of a Resolution designating the area described in the legal description of the proposed project as a commercial/industrial tax abatement zone
4. The Joint Committee on Tax Abatement will consider the application at a regular or called meeting(s). Additional information may be requested as needed.
5. The recommendation of the Joint Committee on Tax Abatement will be forwarded, with all relevant materials, to the Chief Administrative Officer of each taxing entity.
6. The Commissioners Court of Upshur County may consider the adoption of a Resolution approving the terms and conditions of a contract between the County and applicant governing the provisions of the tax abatement.
7. The governing bodies of any of the other Taxing Units involved may consider ratification of and participation in the Tax Abatement Agreement between Upshur County and the applicant.

IV. VALUE OF INCENTIVES

A. The subjective criteria outlined in Section II will be used by the Joint Committee on Tax Abatement in determining whether or not it is the best interest of the affected taxing entities to recommend that tax abatement be offered to a particular applicant. Specific consideration will include the degree to which the individual project furthers the goals and objectives of the community, as well as the relative impact of the project.

1. **Creation of New Value:** Abatement may only be granted for the additional value of eligible property improvements made subsequent to and specified in an abatement agreement between the taxing entities and the property owner or lessee, subject to such limitations as the taxing entities may require.
2. **New and Existing Facilities:** Abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion. Modernization means the replacement and upgrading of existing facilities which increases the productive input or output, updates the technology or substantially lower the unit cost of the operation. Modernization may result from the construction, alteration or installation of buildings, structures, fixed machinery or equipment. It shall not be for the purpose of reconditioning, refurbishing or repairing
3. **Eligible Property:** Abatement may be extended to the value of buildings, structures, machinery and equipment, site improvements plus the office space and related fixed improvements necessary to the operation and administration of the facility.
4. **Ineligible Property:** The following type of property shall be fully taxable and ineligible for abatement: land; deferred maintenance investments; inventories; supplies; property to be rented or leased; or other property determined to be ineligible by State Statute. Tax abatement is not designed to encourage speculative office or retail development.

3 TAX ABATEMENT POLICY

III. PROCEDURAL GUIDELINES

Any person, organization or corporation desiring consideration by each taxing entity for economic development incentives within Upshur County shall comply with the following procedures:

A: Preliminary Application Steps

1. Any present or potential owner of taxable property may request the creation of a reinvestment zone and tax abatement by filling a written request with the County Judge.
2. Applicant shall address all criteria questions outlined in Section II above in letter form.
3. The application shall consist of a completed application accompanied by:
 - a. A general description of the proposed use and the general nature and extent of the modernization, expansion or new improvement to be undertaken;
 - b. A description list of the improvements which will be a part of the facility;
 - c. A time schedule for undertaking and completing the planned investment.
 - d. In the case of modernization, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application.

The application may require such financial and other information as the Committee deems appropriate for evaluation of the financial capacity and other factors of the applicant.

4. Applicant shall prepare a plat showing the precise location of the property, all roadways within 500 feet of the site, and all existing land uses and zoning within 500 feet of the site.
5. If the property is described by metes and bounds, a complete legal description shall be provided.
6. Applicant shall complete all forms and information detailed in Section II, items A thru D and submit them to the County Judge, Upshur County Courthouse, Gilmer, Texas 75644.

B. Application Review Steps

1. All information in the application package detailed above will be reviewed for completeness and accuracy. Additional information may be required as needed.
2. The application will be distributed to the appropriate department(s) for internal review and comment. Additional information may be requested as needed.
3. Copies of the complete application package and staff comments will be provided to the Joint Committee on Tax Abatement.

C: Consideration of the Application

1. The Commissioners Court of Upshur County may consider a Resolution, calling a public hearing to consider the establishment of a tax reinvestment zone.

5 TAX ABATEMENT POLICY

- 5. **Owned/Lease Facilities:** If a leased facility is granted abatement, the agreement shall be executed with the lessor and the lessee. Public owned land lease to private entities shall be eligible if otherwise qualified.
- 6. **Goods and/or Services:** Facility must export a minimum of 50% of its output of goods and/or services outside Upshur County.

B. Once a determination has been made that a tax abatement should be offered, the value and term of the abatement may be determined by referencing the following:

- 1. Minimum capital cost (expansion, new plant and/or equipment) to be \$250,000.
- 2. New annual payroll of \$145,000.
- 3. 10 new full-time jobs to be created.
- 4. If a project meets all of the minimum requirements, the average length of an abatement contract will be:
 - Years 1 through 3.....100%
 - Year 4.....75%
 - Year 5.....50%
 - Year 6.....25%
 - Year 7.....0%

Under special circumstances where capital costs and jobs created greatly exceed the minimum requirements, abatements may be extended up to ten years.

5. **FTE (Full Time Equivalents)** For the purpose of this resolution means a minimum of 35 hours per week per employee. The total number of hours worked by all employees created under this resolution will be divided by 1750 to determine the total number of FTE positions in any given year.

C. The granting of tax abatement incentives shall not prevent the granting of other types of incentives, as permitted by law.

V. JOINT COMMITTEE ON TAX ABATEMENT

Any request for tax abatement shall be reviewed by the Joint Committee on Tax Abatement (the Committee). The Committee shall be comprised of the County Judge, an elected official of the affected Independent School District or Districts with jurisdiction in Upshur County, and four (4) citizens of Upshur County, one appointed by each County Commissioner. Staff support for the committee shall be provided by the County Judge of the Upshur County or his designee.

The Committee shall serve as the recommending body to the taxing entities regarding whether economic development incentives should be offered in a particular case. Each member of the committee shall serve at the pleasure of the entity appointing procedures deemed necessary to carry out its purpose in accordance herewith.

VI. TAX ABATEMENT AGREEMENTS

A. Approval: After approval, the Commissioners Court of Upshur County shall formally pass a resolution and execute an agreement with the owner of the facility and lessee which shall include:

6 TAX ABATEMENT POLICY

1. List the kind, number and location of all proposed improvements to the property;
2. Provide access to and authorize inspection of the property by municipal employees to ensure that the improvements or repairs are made according to the specification and conditions of the agreement;
3. Limit the uses of the property consistent with the general purpose of encouraging development of the zone during the period that property tax exemptions are in effect; and
4. Provide for recapturing property tax revenue lost as a result of the agreement if the owner of the property fails to make the improvement or repairs as provided by the agreement.

B. Optional Provisions: A tax abatement agreement may include, at the option of Upshur County, provisions for:

1. Improvements or repairs by Upshur County to streets, sidewalks and utility services or facilities associated with the property, except that the agreement may not provide for lower charges or rates than are made for other services or properties of a similar character;
2. An economic feasibility study, including a detailed list of estimated improvements costs, a description of the methods of financing all estimated costs and the time when related costs of monetary obligations are to be incurred;
3. A map showing existing uses and conditions or real property in the reinvestment zone;
4. A map showing proposed improvements and uses in the reinvestment zone; and
5. Proposed changes of zoning ordinances, the master plan, the map, building codes, and city ordinances.

VII. ADMINISTRATION

A. The Upshur County Appraisal District shall annually determine the appraised value of the real and personal property comprising the reinvestment zone. Each year, the company or individual whose property receives the abatement shall furnish such information as may be necessary for the appraisal and abatement. Once the appraised value has been established, the Upshur County Appraisal District shall notify the affected jurisdictions who levy taxes on the amount of the appraised value.

B. the agreement shall stipulate that employees and /or designated representatives on any affected taxing jurisdiction will have access to the reinvestment zone during the term of the abatement in order to inspect the facility to determine if the terms and conditions of the agreement are being met. All inspections will be made in such a manner as to not unreasonably interfere with the construction and /or operation of the facility. All inspections will be made with one or more representatives of the company or individual (s) and in accordance with its safety standards.

C. Upon completion of construction, Upshur County Appraisal District shall provide to the entities the information it receives in the course of its appraisal function as provided by the State Property Tax Code.

7 TAX ABATEMENT POLICY

D. A report of the FTEs (*full time equivalents*) will be made to each of the taxing entities within 30 days of the end of the year. This will be used to determine if the applicant is not in compliance, then the taxing entities shall determine whether or not to continue to grant the Tax Abatement as provided by this Resolution.

VIII. RECAPTURE

A. In the event that the facility is completed and begins producing products or services, but subsequently discontinues producing products or services for any reason excepting fires, explosion or other casualty or accident or natural disaster, for a period of one (1) year during the abatement period, then the agreement terminates and so shall the abatement of taxes for the calendar year during which the facility no longer produces products or services. The taxes otherwise abated for that calendar year, shall be paid to the taxing entities within sixty (60) days from the date of determination.

B. Should any taxing entity determine that the company or individual is in default according to the terms and conditions of this agreement, it shall notify the company or individual, in writing, to the address stated in the agreement, and if such is not cured within sixty (60) days from the date of such notice ("Cure Period"), the agreement may be terminated

C. In the event that the company or individual allows the ad valorem taxes they owe the taxing entities to become delinquent and fails to timely and properly follow the legal procedures for their protest and /or contest, or violates any of the terms and conditions of the abatement agreement, or fails to cure during the Cure Period, the agreement, then may be terminated and all taxes previously abated by virtue of the agreement will be recaptured and paid within sixty (60) days of the termination.

IX. SAVING PROVISION

A. The creation of the Joint Committee on Tax Abatement and the enumeration herein of its function shall not be deemed or considered to be a delegation to it of the Commissioners Court's legislative powers or any other power or authority of the Commissioners Court, all of which are expressly reserved by the Commissioners Court.

B. No right, power, or authority is hereby established, granted or reserved, the exercise or non-exercise of which would violate any provision of state or federal law, expressively including the Property Redevelopment and Tax Abatement Act.

C. If any provisions hereof should be finally determine to be unconstitutional or a violation of applicable state or federal law, it is the intent of the Commissioners Court that such invalidity or unconstitutionality shall not affect or impair the operation of any other provision hereof.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned Lincoln Sheedy, 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) Crab Apple
Belton and Chinaberry 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. 3, Upshur County.

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

5.
First Party agrees to POST SURETY BOND in the amount of \$ _____ to 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.

Lincoln A. Sheedy
First Party Signature

Charles F. Stapp
County Judge

209 King Ave.
Street or Box

Commissioner 1

Pittsburg, Tx. 75686
City, State and Zip Code

Lenny Stapp
Commissioner 2

903-856-5315
Telephone

David Rozel
Commissioner 3

Van Dusen
Timber Tract

Ch. H. Johnson
Commissioner 4

5-8-95
Date Signed

Date Signed

Permit issued for a period not to exceed 90 days.

FILED
REX A. SHAW
CLERK
MAY -8 11:12:32
UPSHUR COUNTY, TX.
DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

VOL 43 PG 1019

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned Jim Anderson, 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) _____

Sheep to 2088

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.

Johnny Smith
First Party Signature

Box 130342
Street or Box

Tyler, Tx. 75713
City, State and Zip Code

903-593-8014
Telephone

Timber Tract

5-4-95
Date Signed

Permit issued for a period not to exceed 90 days.

Chale F. Bell
County Judge

Gaddis Fudge
Commissioner 1

Tommy Stuck
Commissioner 2

David Dyer
Commissioner 3

Chale F. Bell
Commissioner

Date Signed

FILED
REX A. SHAW
COUNTY CLERK
95 MAY -8 PM 12:32
UPSHER COUNTY, TX.
REPRIT

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned Gary Timber Co., 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 1649 on Snapdragon to Petunia. Then on Petunia to corner of _____
Petunia and Narcissus.

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 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.

Sammy Lips
First Party Signature

Box 1354
Street or Box

Carthage, Tx. 75633
City, State and Zip Code

903-693-8551
Telephone

Timber Tract

5-2-95
Date Signed

Permit issued for a period not to exceed 90 days.

Chak to still
County Judge

Yaddis Lutz
Commissioner

Tommy Shale
Commissioner 2

David Ryzel
Commissioner 3

Chak to still
Commissioner 4

Date Signed

FILED
REX A. SHAW
COUNTY CLERK
95 MAY - 8 PM 12: 32
UPS HUR COUNTY, TX.
BY
RP/PTTY

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 2
DATE 5-3-95

Formal notice is hereby given that Bobby Tackett
whose principal address is Gilmer, TX Rt 5 Box 781
does propose to place a culvert
within the ROW of County Road Serge Lily (C. C. King)
as follows:

Walnut Creek Church.

797 2774

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 J. Lundy
TITLE Comer
ADDRESS _____

FILED
REX A. SHAW
COUNTY CLERK
95 MAY -8 PM 12:32
UPSHER COUNTY, TX.
BY _____
DEPUTY

VOL. 43 PG 1022

APPROVAL OF PERMIT APPLICATION
FOR USE OF UPSHUR COUNTY RIGHT
OF WAY

Date _____

To _____

The Upshur County Commissioners Court offers no objections to the location on the right-of-way of your proposed _____ line as shown by accompanying drawings and notice dated _____ except as noted below:

It is expressly understood that the Upshur County Commissioners Court does not purport, hereby, to grant any right, claim, title, or easement in or upon this county road; it is further understood that in the future should for any reason Upshur County need to work, improve, relocate, widen, increase, add to, or in any manner change the structure of this right-of-way, this appurtenance, if affected, will be moved under the direction of the Upshur County Commissioners Court representative and shall be relocated at the complete expense of the owner within thirty (30) days upon receipt of notice from the Commissioners Court.

All work on the county right-of-way shall be performed in accordance with the Commissioners Courts instructions. The installation shall not damage any part of the highway and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners. Special specifications for placing this line are as follows:

1. Barricades, warning signs and lights and flagmen when necessary shall be provided by the contractor or owner. One half of the traveled portion of the road must be open at all times.
2. All lines, where practicable, shall be located to cross roadbed at approximately right angles thereto. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.
3. Parallel lines will be installed as near the right-of-way lines as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the County Commissioners Court.
4. Overhead lines will have a minimum clearance of 18 feet above the road surface at the point of crossing.
5. Operations along roadways shall be performed in such a manner that all excavated material be kept off the surface at all times, as well as all operating equipment and materials. No equipment, or installation procedures will be used which will damage any road surface, roadbed, structures or other right-of-way features as a direct result of this installation will be borne by the owner of this line.
6. All lines under roads carrying pressure in excess of 50psi shall be enclosed in satisfactory casing extending from the right-of-way line to right-of-way line. Pipe used for casing may be of any type approved by the County Engineer or Commissioners Court and shall be capable of supporting load of roadbed and traffic and shall be so constructed that there will be no leakage of any matter through casing for its entire length. Inside diameter of casing shall be at least 2 inches greater than the largest diameter of carrier pipe, joints or couplings.

7. All excavations within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material shall be removed from the right-of-way and the excavation finished flush with surrounding natural ground.

8. All ground lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or borrow ditch.

(a) Any material placed in county right-of-way by permit will be of a nature or composition that said line can be located with the use of a standard locator devices used in locating buried cables and pipe.

9. Lines crossing under roads and under cross roads within the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line. Gravity flow sewer lines under roadways shall be cast iron or equivalent pipe.

10. Where evidence is presented indicating the impracticability of boring or tunnelling, the Commissioners Court may grant permission to cut the surfacing no wider than 4 inches. In the event a cut is permitted the following conditions will govern:

(a) Excavation areas are to be filled and packed with compatible material.

(b) The surfacing will be replaced with equivalent quality surfacing.

11. Notice will be given to the precinct Commissioner 48 hours prior to starting construction of the line in that Commissioners' precinct.

12. Where in the opinion of the Upshur County Commissioners Court it may be considered necessary to protect losses incurred by damages to the roads, bridges, on right-of-way structures, they may by action of the Court require a surety bond in the amount sufficient to cover any damages.

13. Where, in the opinion of the Commissioners Court, an inspector is necessary, they party receiving permit will bear the cost of an inspector.

Approved: Chas. T. Miller
 County Judge

Waldo L. Dugg
 Commissioner Precinct 1

Johnny P. Stouder
 Commissioner Precinct 2

David R. Rood
 Commissioner Precinct 3

Chas. W. Thompson
 Commissioner Precinct 4

FILED
 REX A. SHAW
 COUNTY CLERK
 95 MAY - 8 PM 12:32
 UPSHUR COUNTY, TX.
 DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned Gail Henson, 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) _____
Wolverine, Otter and Turtle to FM 2454

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.

Gail Henson
First Party Signature

Rt. 5 Box 51073
Street or Box

Winnsboro, Tx. 75494
City, State and Zip Code

903-365-7184
Telephone

Norma Hull
Timber Tract

5-2 -95
Date Signed

Permit issued for a period not to exceed 90 days.

Charles J. Will
County Judge

Charles Fudge
Commissioner 1

Tommy Stahl
Commissioner 2

David Reed
Commissioner 3

John R. ...
Commissioner 4

Date Signed

FILED
REX A. SHAW
COUNTY CLERK
UPSHUR COUNTY, TX.
95 MAY -8 PM 12:32
DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

VOL. 43 PG 1025

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned Ward Timber Co, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. , 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. , 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) Hwy 726 to
Martin Rd approx 1 mi

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 from its lands located in Precinct No. , 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.

Det Sumat
WARD TIMBER CO. INC
First Party Signature

Box 729
Street or Box

Atlanta TEX
City, State and Zip Code

903-846-5961
Telephone

Meador
Timber Tract

MAY 2 1985
Date Signed

Permit issued for a period not to exceed 90 days.

Charles F. Miller
County Judge

Madison Lundy
Commissioner 1

Tommy Stuber
Commissioner 2

David Boyd
Commissioner 3

Chas. E. Z...
Commissioner 4

Date Signed

FILED
REX A. SHAW
COUNTY CLERK
95 MAY -8 PM 12:32
UPSHUR COUNTY, TX.
BY
DEPUTY

APPLICATION FOR FILLING ABANDONED WELL

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

RE: ABANDONED WELL OWNED BY Paul Gage

Corner of Hackberry and Pignut ROAD.

GENTLEMEN:

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

RESPECTFULLY YOURS,

Hillian Gage
Rt. 3 Box 445
Gilmer, Tx. 75644 903-734-5814

PRECINCT 3
DATE 4-28-95

APPROVED _____ REJECTED _____

Charles L. Still
CHARLES L. STILL, COUNTY JUDGE

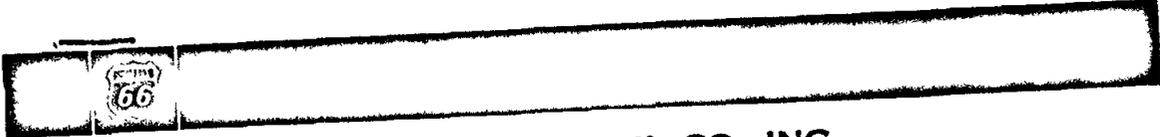
Gaddis Lindsey
GADDIS LINDSEY, COMMISSIONER 1

Tommy Stanley
TOMMY STANLEY, COMMISSIONER 2

David Loyd
DAVID LOYD, COMMISSIONER 3

Charles K. Thompson
CHARLES K. THOMPSON, COMMISSIONER 4

FILED
REX A. SHAW
COUNTY CLERK
95 MAY - 8 PM 12:32
UPSHER COUNTY, TX.
BY _____
DEPUTY



M. C. HUGHES OIL CO., INC.

P. O. BOX 221
CORRIGAN, TEXAS 75939
(409) 398-2548

April 28, 1995

County Clerk

Re: Permit For Over Axle and Over Gross Weight

As outline in H.B. 2060, please accept this notice and permits as legal "Notification" allowing our trucks to haul the excess weight as allowed by said permits.

Respectfully,

M. C. HUGHES OIL COMPANY, INC.

Marlin W. Hughes

Marlin W. Hughes
President

MWH/ml
enclosures

FILED
REX A. SHAW
COUNTY CLERK
95 MAY -1 PM 1:16
UPSHUR COUNTY, TX
BY _____
DEPUTY

FILED
REX A. SHAW
COUNTY CLERK
95 MAY -1 PM 1:16
UPSHUR COUNTY, TX
BY *[Signature]*
DEPUTY

5-TRUCKS LISTED

FILED
REX A. SHAW
COUNTY CLERK
95 MAY -8 PM 12:32
UPSHUR COUNTY, TX
BY _____
DEPUTY

OVER AXLE AND OVER GROSS WEIGHT TOLERANCE PERMIT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we M C Hughes Oil Company, Inc. as Principal, whose address is P O Box 221, Corrigan, TX 75939 and Hartford Casualty Ins. Co as Surety, being a surety company authorized to do business in the State of Texas, are held and firmly bound unto the State Department of Highways and Public Transportation of Texas and to the counties of this State in the penal sum of Fifteen Thousand and No/100 (\$15,000.00) Dollars, to the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and assigns.

The conditions of the above obligations are such that:

NOW, THEREFORE, the above named Principal will make payment to the State Department of Highways and Public Transportation of Texas and to the counties of the State for any and all damages that may be sustained to any highway under the jurisdiction of the State Highway and Public Transportation Commission or of the County Commissioners Court of any county by virtue of the operation of any equipment of the Principal for which a permit is issued to operate under the provisions of Article 6701d-11, Texas Civil Statutes, as amended by H.B. 2060, act of the 71st Legislature, 1989, Regular Session.

This bond shall remain in full force and effect, subject to the following conditions:

1. It is agreed that as of April 1, 1995, this bond shall be in full force and effect indefinitely and that a continuation or renewal certificate is unnecessary.
2. The Surety may at any time cancel this bond by giving thirty (30) days written notice to the State Department of Highways and Public Transportation, the Surety, however, remaining liable for any defaults under this bond committed prior to the expiration of such thirty-day period.

PROVIDED, HOWEVER, the Surety shall notify the Department and the Principal in writing promptly after any payment is made by the Surety in respect to this bond and, regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above.

Any revisions of the bond amount shall not be cumulative.

IN WITNESS WHEREOF said Principal and Surety have executed this bond and the effective date to begin on the 29 day of March, 1995.

M C HUGHES OIL COMPANY, INC.
Principal

By: Virginia Hughes Sec. - Treasurer

Surety
HARTFORD CASUALTY INS. CO.

By: Martin O. Glenn
Attorney-in-Fact Martin O. Glenn

FILED
REX A. SHAW
COUNTY CLERK
95 MAY -5 PM 12:51
CORRIGAN COUNTY, TX
BY _____
FFP/RTV

VOL 43 PG 1020

FIRST NATIONAL BANK MEMBER FDIC P.O. BOX 1432 GLADEWATER, TX 75047	JACK M. FINLEY, INC. DBA PROFESSIONAL LAND TITLE SERVICES OPERATING ACCOUNT 811A GILMER RD PH 903-297-7721 LONGVIEW, TEXAS 75604	11546				
	5-5- 19 95	<small>88-1379/1119</small>				
PAY TO THE ORDER OF <u>UPSHUR COUNTY CLERK</u>		\$ 1038.00				
ONE THOUSAND THIRTY EIGHT AND NO/100-----		-----DOLLARS				
<table border="1" style="width: 100%;"> <tr> <td style="width: 60%;"><i>Plant upkeep, copies.</i></td> <td style="width: 40%;"></td> </tr> <tr> <td><i>Rm. Chs. & Rec.</i></td> <td style="text-align: right;"><i>1038.00</i></td> </tr> </table>		<i>Plant upkeep, copies.</i>		<i>Rm. Chs. & Rec.</i>	<i>1038.00</i>	PROFESSIONAL LAND TITLE SERVICES OPERATING ACCOUNT
<i>Plant upkeep, copies.</i>						
<i>Rm. Chs. & Rec.</i>	<i>1038.00</i>					
<small>THIS CHECK IS DELIVERED FOR PAYMENT ON THE ACCOUNTS LISTED</small>		<i>Myra Crawford</i>				
⑈011546⑈ ⑆111913798⑆ ⑈9013423⑈						

VOL. 43 PG 1031

Check Number	Juror's Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
48146-AP				05/09/1995	\$0 00	Voided	115th Judicial District Court
48147-AP		Alignment Test		05/09/1995	\$0 00	Voided	115th Judicial District Court
48148-AP		Alignment Test		05/09/1995	\$0 00	Voided	115th Judicial District Court
48149-AP	PORTER, JEFFREY CARL	JEFFREY CARL PORTER	171367	05/09/1995	\$20.00		115th Judicial District Court
48150-AP	JONES, CAROLYN	CAROLYN JONES	147474	05/09/1995	\$10 00		115th Judicial District Court
48151-AP	JENKINS, CLAUDE ENNIS	CLAUDE ENNIS JENKINS	160435	05/09/1995	\$10 00		115th Judicial District Court
48152-AP	VICK, THOMAS EARL	THOMAS EARL VICK	165705	05/09/1995	\$10 00		115th Judicial District Court
48153-AP	MASSEY, LYNETTE	LYNETTE MASSEY	167484	05/09/1995	\$10 00		115th Judicial District Court
48154-AP	WHITE, BRENDA JOYCE	BRENDA JOYCE WHITE	147929	05/09/1995	\$10 00		115th Judicial District Court
48155-AP	SOSEBEE, MICHAEL CRAIG	MICHAEL CRAIG SOSEBEE	162679	05/09/1995	\$20 00		115th Judicial District Court
48156-AP	BARKER, JANICE HELEN	JANICE HELEN BARKER	143554	05/09/1995	\$30 00		115th Judicial District Court
48157-AP	HOWIE, MARTHA SUE	MARTHA SUE HOWIE	161973	05/09/1995	\$60 00		115th Judicial District Court
48158-AP	CROCKETT, WALTER GLENN	WALTER GLENN CROCKETT	165379	05/09/1995	\$20 00		115th Judicial District Court
48159-AP	ORMS, JOE WAYNE	JOE WAYNE ORMS	150752	05/09/1995	\$40.00		115th Judicial District Court
48160-AP	MCCLLENAN, MILDRED	MILDRED MCCLLENAN	151660	05/09/1995	\$10 00		115th Judicial District Court
48161-AP	SMITH, BILLY MAC	BILLY MAC SMITH	160647	05/09/1995	\$10 00		115th Judicial District Court
48162-AP	MATTHEWS, MELBA MARSHALL	MELBA MARSHALL MATTHEWS	158456	05/09/1995	\$10 00		115th Judicial District Court

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48163-AP	JOHNSON, BOBBY DEAN	BOBBY DEAN JOHNSON	167466	05/09/1995	\$50 00		115th Judicial District Court
48164-AP	MURRELL, DEBORAH DOWNS	DEBORAH DOWNS MURRELL	174212	05/09/1995	\$10.00		115th Judicial District Court
48165-AP	WHITE, WILLIS ERBY	WILLIS ERBY WHITE	146469	05/09/1995	\$10 00		115th Judicial District Court
48166-AP	VALENZUELA, PATRICIA GRAY	PATRICIA GRAY VALENZUELA	175265	05/09/1995	\$40 00		115th Judicial District Court
48167-AP	MAYHEW, ANTHONY RAY	ANTHONY RAY MAYHEW	175283	05/09/1995	\$40.00		115th Judicial District Court
48168-AP	TOMME, BOBBY	BOBBY TOMME	9016	05/09/1995	\$10 00		115th Judicial District Court
48169-AP	WOMELSDORF, PATRICIA LYNN	PATRICIA LYNN WOMELSDORF	172886	05/09/1995	\$10 00		115th Judicial District Court
48170-AP	PENA, AGUSTIN DROWA	AGUSTIN DROWA PENA	162637	05/09/1995	\$10.00		115th Judicial District Court
48171-AP	PEARSON, KELVIN WAYNE	KELVIN WAYNE PEARSON	170297	05/09/1995	\$10.00		115th Judicial District Court
48172-AP	VICKERY, DONALD RAY	DONALD RAY VICKERY	161222	05/09/1995	\$10 00		115th Judicial District Court
48173-AP	LOFTICE, VENITA LITCHFORD	VENITA LITCHFORD LOFTICE	167350	05/09/1995	\$10 00		115th Judicial District Court
48174-AP	NELSON, MAYDEL STANLEY	MAYDEL STANLEY NELSON	174617	05/09/1995	\$10.00		115th Judicial District Court
48175-AP	LONG, PATSY SNOW	PATSY SNOW LONG	167773	05/09/1995	\$30 00		115th Judicial District Court
48176-AP	WALKER JR, ALLEN ERNEST	ALLEN ERNEST WALKER JR	165764	05/09/1995	\$10.00		115th Judicial District Court
48177-AP	PERDUE, STEVEN ANTHONY	STEVEN ANTHONY PERDUE	165602	05/09/1995	\$10 00		115th Judicial District Court
48178-AP	CROW, CHRISTENE	CHRISTENE CROW	8545	05/09/1995	\$10.00		115th Judicial District Court
48179-AP	MCCOY, BETTY MAYFIELD	BETTY MAYFIELD MCCOY	167165	05/09/1995	\$10.00		115th Judicial District Court

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Check Number	Juror's Name.....	Check Name.	Juror ID	Check Date	Amount.	Ck Status	Court.....
48180-AP	DIXON, BERT CARL	BERT CARL DIXON	149654	05/09/1995	\$10 00		115th Judicial District Court
48181-AP	RIGGS, DOROTHY	DOROTHY RIGGS	6617	05/09/1995	\$30. 00		115th Judicial District Court
48182-AP	MAJEAU, JUSTINA JOY	JUSTINA JOY MAJEAU	167631	05/09/1995	\$40 00		115th Judicial District Court
48183-AP	DAY, JAMES BRENT	JAMES BRENT DAY	140843	05/09/1995	\$10. 00		115th Judicial District Court
48184-AP	STRACENER, CASEY NICOLE	CASEY NICOLE STRACENER	161856	05/09/1995	\$10 00		115th Judicial District Court
48185-AP	LAGRONE, JUNE	JUNE LAGRONE	140976	05/09/1995	\$10 00		115th Judicial District Court
48186-AP	FOSTER, HOWARD DOUGLAS	HOWARD DOUGLAS FOSTER	158718	05/09/1995	\$10 00		115th Judicial District Court
48187-AP	KENDALL, CHRISTOPHER A	CHRISTOPHER A KENDALL	171511	05/09/1995	\$10 00		115th Judicial District Court
48188-AP	BYERS, JOYCE ELAINE	JOYCE ELAINE BYERS	161013	05/09/1995	\$10 00		115th Judicial District Court
48189-AP	HOLLMON, JAMES RICHARD	JAMES RICHARD HOLLMON	161390	05/09/1995	\$10. 00		115th Judicial District Court
48190-AP	FIELDEN, JOSEPH EARNEST	UPSHUR CO JUVENILE PROBATION	152787	05/09/1995	\$40 00		115th Judicial District Court
48191-AP	GOODMAN, TIMOTHY WAYNE	TIMOTHY WAYNE GOODMAN	174385	05/09/1995	\$20 00		115th Judicial District Court
48192-AP	LEE, LLOYD C	LLOYD C LEE	172549	05/09/1995	\$10 00		115th Judicial District Court
48193-AP	STEGALL, JANET	JANET STEGALL	146312	05/09/1995	\$10. 00		115th Judicial District Court
48194-AP	HITT, ELIZABETH ANN	ELIZABETH ANN HITT	162390	05/09/1995	\$10 00		115th Judicial District Court
48195-AP	DAVIS JR , CHARLES BURKE	CHARLES BURKE DAVIS JR	163835	05/09/1995	\$10 00		115th Judicial District Court
48196-AP	MCLEMORE, GRACE MILNER	GRACE MILNER MCLEMORE	163790	05/09/1995	\$50 00		115th Judicial District Court

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48197-AP	BILLINGSLEY, KENDRA	KENDRA BILLINGSLEY	145345	05/09/1995	\$60.00		115th Judicial District Court
48198-AP	FORT, SARAH BOYD	SARAH BOYD FORT	11173	05/09/1995	\$10.00		115th Judicial District Court
48199-AP	BOONE, TRUDY EASON	TRUDY EASON BOONE	170062	05/09/1995	\$40.00		115th Judicial District Court
48200-AP	SPRAYBERRY, DELIA CLY	DELIA CLY SPRAYBERRY	169425	05/09/1995	\$50.00		115th Judicial District Court
48201-AP	JORDAN, JASON EARL	JASON EARL JORDAN	173088	05/09/1995	\$10.00		115th Judicial District Court
48202-AP	COLLINS, DOROTHY MCCURDY	DOROTHY MCCURDY COLLINS	168668	05/09/1995	\$20.00		115th Judicial District Court
48203-AP	WARREN, JANET KIRBY	JANET KIRBY WARREN	166239	05/09/1995	\$10.00		115th Judicial District Court
48204-AP	BOYD, JOE JACK	JOE JACK BOYD	151932	05/09/1995	\$30.00		115th Judicial District Court
48205-AP	WYLIE, MILTON J	MILTON J WYLIE	158020	05/09/1995	\$10.00		115th Judicial District Court
48206-AP	SKINNER, ALVIN LEE	ALVIN LEE SKINNER	152019	05/09/1995	\$40.00		115th Judicial District Court
48207-AP	CALDWELL, DARRELL WAYNE	DARRELL WAYNE CALDWELL	174727	05/09/1995	\$10.00		115th Judicial District Court
48208-AP	WATERS, SHERIATHEA	SHERIATHEA WATERS	173086	05/09/1995	\$10.00		115th Judicial District Court
48209-AP	PALMERTREE, MAUREEN DIANNE E	MAUREEN DIANNE PALMERTREE	157438	05/09/1995	\$10.00		115th Judicial District Court
48210-AP	VENN, SUZANNE	SUZANNE VENN	143941	05/09/1995	\$30.00		115th Judicial District Court
48211-AP	DANIELS, JOYCE LORENE	JOYCE LORENE DANIELS	175833	05/09/1995	\$10.00		115th Judicial District Court
48212-AP	THOMPSON, BETTY CAROLYN	BETTY CAROLYN THOMPSON	157522	05/09/1995	\$50.00		115th Judicial District Court
48213-AP	GUNNELLS, SANDRA KAY	SANDRA KAY GUNNELLS	158699	05/09/1995	\$10.00		115th Judicial District Court

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Check Number	Juror's Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
48214-AP	MCCLELLON, JAMES L	JAMES L MCCLELLON	9918	05/09/1995	\$10 00		115th Judicial District Court
48215-AP	PEARSON, CECIL KAY	CECIL KAY PEARSON	149428	05/09/1995	\$20 00		115th Judicial District Court
48216-AP	DAVIS, PATSY	PATSY DAVIS	146824	05/09/1995	\$30 00		115th Judicial District Court
48217-AP	RAMEY, SANDY RENA	SANDY RENA RAMEY	170179	05/09/1995	\$10.00		115th Judicial District Court
48218-AP	CHAVERS, JOHN EDGERTON	JOHN EDGERTON CHAVERS	158848	05/09/1995	\$10 00		115th Judicial District Court
48219-AP	BARTON, JIMMY RAY	JIMMY RAY BARTON	162162	05/09/1995	\$10 00		115th Judicial District Court
48220-AP	DAVIS, CHARLES WAYNE	CHARLES WAYNE DAVIS	5453	05/09/1995	\$20.00		115th Judicial District Court
48221-AP	TURNER, BECKY	BECKY TURNER	8720	05/09/1995	\$10.00		115th Judicial District Court
48222-AP	VERNER, KELLY MAC	KELLY MAC VERNER	163006	05/09/1995	\$10 00		115th Judicial District Court
48223-AP	WILLIAMS, STEPHANIE DEANN	STEPHANIE DEANN WILLIAMS	166242	05/09/1995	\$10.00		115th Judicial District Court
48224-AP	BOZARTH, DANNY RAY	DANNY RAY BOZARTH	166024	05/09/1995	\$50 00		115th Judicial District Court
48225-AP	BEAN, JAMES ELLIS	JAMES ELLIS BEAN	171292	05/09/1995	\$10 00		115th Judicial District Court
48226-AP	MONTGOMERY, SHERRY RENEE	SHERRY RENEE MONTGOMERY	175213	05/09/1995	\$20 00		115th Judicial District Court
48227-AP	ANDERSON, JOHN E	JOHN E ANDERSON	157354	05/09/1995	\$10 00		115th Judicial District Court
48228-AP	CONLEY, BOBBIE	BOBBIE CONLEY	172318	05/09/1995	\$30.00		115th Judicial District Court
48229-AP	KUZA, HENRY MICHAEL	HENRY MICHAEL KUZA	160221	05/09/1995	\$10 00		115th Judicial District Court
48230-AP	VEAZEY, LEONARD	LEONARD VEAZEY	161703	05/09/1995	\$10 00		115th Judicial District Court

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48231-AP	LAMBERT, ALICIA LYNN	ALICIA LYNN LAMBERT	175053	05/09/1995	\$10 00		115th Judicial District Court
48232-AP	THOMPSON, SAMANTHA ANN	SAMANTHA ANN THOMPSON	153801	05/09/1995	\$10 00		115th Judicial District Court
48233-AP	TEFTELLER, JORDAN	JORDAN TEFTELLER	168853	05/09/1995	\$10 00		115th Judicial District Court
Total of Check Amounts					\$1,580 00		

FIELD
REX A SHAW
COUNTY CLERK
95 MAY 10 AM 10:22
UPSHUR COUNTY, TX.
BY _____
TFT

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Check Number	Juror's Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
48234-AP	CLEMENS, DOROTHY	DOROTHY CLEMENS	12159	05/09/1995	\$10.00		Upshur County Court
48235-AP	JOHNSON, WILLIAM RICHARD	WILLIAM RICHARD JOHNSON	156591	05/09/1995	\$10.00		Upshur County Court
48236-AP	CARGAL, GINGER	GINGER CARGAL	147177	05/09/1995	\$10.00		Upshur County Court
48237-AP	WAYMON, BOBBY LEE	BOBBY LEE WAYMON	175346	05/09/1995	\$10.00		Upshur County Court
48238-AP	THOMPSON, RHONDA JO	RHONDA JO THOMPSON	149890	05/09/1995	\$20.00		Upshur County Court
48239-AP	STRAWN, VIRGINIA	VIRGINIA STRAWN	4556	05/09/1995	\$10.00		Upshur County Court
48240-AP	RIDENOUR, CINDY LUE	CINDY LUE RIDENOUR	166547	05/09/1995	\$10.00		Upshur County Court
48241-AP	KENT, WANDA LASSITER	WANDA LASSITER KENT	163844	05/09/1995	\$20.00		Upshur County Court
48242-AP	MOORE, JOSEPH NICHOLS	JOSEPH NICHOLS MOORE	160228	05/09/1995	\$10.00		Upshur County Court
48243-AP	DODD, JOHN MELVIN	JOHN MELVIN DODD	141411	05/09/1995	\$10.00		Upshur County Court
48244-AP	COYLE, WILLIAM HUNTER	WILLIAM HUNTER COYLE	156385	05/09/1995	\$20.00		Upshur County Court
48245-AP	WALKER, RAYMOND DHART	RAYMOND DHART WALKER	163921	05/09/1995	\$10.00		Upshur County Court
48246-AP	HOWELL, BILLY WAYNE	BILLY WAYNE HOWELL	161969	05/09/1995	\$20.00		Upshur County Court
48247-AP	JONES, DOROTHY WESLEY	DOROTHY WESLEY JONES	174247	05/09/1995	\$20.00		Upshur County Court
48248-AP	SANDILANDS, MARLYS ALLENE	MARLYS ALLENE SANDILANDS	173224	05/09/1995	\$10.00		Upshur County Court
48249-AP	HART, HENRY CURTIS	HENRY CURTIS HART	168607	05/09/1995	\$10.00		Upshur County Court
48250-AP	ALLEN, IIVIRNE LAWRENCE	IIVIRNE LAWRENCE ALLEN	165981	05/09/1995	\$20.00		Upshur County Court

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48251-AP	WELLS, MILDRED ELAN	MILDRED ELAN WELLS	170390	05/09/1995	\$10.00		Upshur County Court
Total of Check Amounts					\$240.00		

REX A. SHAW
CLERK
UPSHUR COUNTY COURT
MAY 10 AM 10:21
UPSHUR COUNTY, W.VA.

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