



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

November 12, 1973

The Commissioners Court of Upshur County met in regular session with all Commissioners present. County Judge absent due to illness. Bids were opened for 2 trucks and one Tractor Backhoe. Motion was made and seconded to accept bid of Long Motor Company for one truck and bid of Vagell Chev.-Olds for one truck. Bid of Geo. P. Bane, Inc. for one Tractor Backhoe was accepted. Clerk authorized to issue check on Precinct # 2 Fund for trucks when delivered and on Federal Revenue Sharing Fund for Tractor Backhoe when delivered. Motion approved. Copy of bids with these minutes.

Opie Nobles

Carroll Boyd

Charles L. Still

Neil McCarty

73 NOV 15 AM 9:44

FILED
D.W. LLOYD
CLERK OF UPSHUR COUNTY

VOL. 16 PG. 318

FILED
O.W. LOYD
CLERK UPBUR COUNTY



73 NOV 15 AM 9:44

GEO. P. BANE, INC. / 220 N. GLENWOOD BLVD. / BOX 4299 / 597-6641 (214) / TYLER, TEXAS 75701

November 9, 1973

The Honorable County Judge
and Commissioners' Court
Upshur County
Gilmer, Texas

Gentlemen:

We are pleased to submit our bid on your machinery requirements for Precinct 2, as follows:

One new Allis-Chalmers Model 715 Loader-Backhoe as described in the enclosed specifications, and with the following optional equipment:

Diesel Engine;
16.9 X 24 Rear Tires;
11:00 X 16 Front Tires;
7/8 Yd. Loader Bucket;
24" H.D. Backhoe Bucket;
ROPS Canopy;

Delivered F.O.B. Upshur County \$14,500.00

WHITE-OLIVER
SEAMAN MIXERS



CONSTRUCTION EQUIPMENT
SALES - SERVICE - PARTS - RENTALS



MELROE BOBCAT
LORAIN CRANES

The Honorable County Judge and Commissioners ' Court -
Upshur County - November 9, 1973

-2-

We appreciate the opportunity of bidding on your equipment needs and hope to serve you in this instance.

Sincerely yours,

GEORGE P. BANE, INC.

T. D. Whitaker

T. D. Whitaker
Sales Manager

TDW:ci

Enc.

ACCEPTED:

Opie Nelson
Carroll Boyd
Charles F. Hill
Herb W. Coe

VOL. 16 PG. 320

LEMCO
UNDERCARRIAGE
PARTS FOR
ALL TRACTORS
REBUILT &
USED ENGINES

Tractor Parts Distributors, Inc.

P. O. BOX 4307 AREA CODE 214 LYRIC 4-2731
GLADEWATER HIGHWAY
TYLER, TEXAS 75703

CLERK

FILED
O.W. LIND
U.S. MAIL

A COMPLETE LINE OF

NEW & USED PARTS
FOR TRACTORS, GRADERS
& DRAGLINES

73 NOV 15

November 9, 1973

Honorable County Judge
and Commissioners' Court
Upshur County
Gilmer, Texas

Gentlemen:

Please accept the following bid on your machinery needs
for Precinct 2:

One new White Model 2-63-15 Loader-Backhoe
as described in the enclosed specifications,
and with the following optional equipment:

Diesel Engine, 16.9 X 24 Rear Tires,
11:00 X 16 Front Tires, 7/8 Yd. Loader,
24" H.D. Backhoe Bucket, R.O.P.S. Canopy.

Delivered F.O.B. Upshur County . . \$15,960.00

We appreciate the opportunity of bidding on your equipment
needs, and hope that we may serve you.

Sincerely yours,

TRACTOR PARTS DISTRIBUTORS, INC.


Jim Powell
Manager

JP:ci

Enclosure

YAZELL CHEVROLET-OLDSMOBILE

604 NORTH WOOD
GILMER, TEXAS 75644

FILED
O.W. LOYD
CLERK OF DISTRICT COURT
UPSHUR COUNTY

UPshur County P.R.E.C. 73 NOV 15 9:44 10-8-73

PURCHASER'S NAME: ATT MR CANTRELL HOYD DATE: 10-8-73
 STREET ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____
 RESIDENCE PHONE: _____ BUSINESS PHONE: _____

VEHICLE BEING PURCHASED
 PLEASE ENTER MY ORDER NEW CAR
 FOR THE FOLLOWING USED TRUCK
 YEAR 1974 MAKE Chev. 2 ton
 MODEL OR SERIES CE61702 BODY TYPE CAB-CLASSIC
 COLOR Red TRIM VINYL
 SERIAL NO. CE614V102553
 ENGINE NO. _____
 TO BE DELIVERED ON OR ABOUT _____ STOCK NO. _____
 SALESMAN Roy Owens
 USED VEHICLE/TRADE-IN AND/OR OTHER CREDITS
 MAKE OF TRADE-IN _____
 YEAR _____ MODEL _____ BODY _____
 SERIES _____
 ENGINE NO. _____
 SERIAL NO. _____
 BALANCE OWED TO _____
 ADDRESS _____
 USED TRADE-IN ALLOWANCE \$ _____
 BALANCE OWED ON TRADE-IN \$ _____
 NET ALLOWANCE ON USED TRADE-IN \$ _____
 DEPOSIT OR CREDIT BALANCE \$ _____
 CASH WITH ORDER \$ _____
 TOTAL CREDIT (TRANSFER TO RIGHT COLUMN) \$ _____

CASH DELIVERED PRICE OF VEHICLE \$ _____
1974 Chev 2 ton 167" WB
102" CAB to AXLE
 ACCESSORIES FULL DOT FOAM SEATS
DUAL WEST COAST MIRRORS
H.D. 8000lb FRT SPGS
HD 20800lb REAR SPGS.
15000lb 2 SPD REAR AXLE
H.D OIL BATH AIR CLEANER
20x6.5" 10 STUD WHEELS
Heavy Duty Cooling System
825x20x17 Ply FRT TIRES
825x20x17 Ply Dual Rear
1cc Regulations lights
350 V8 ENG
1 spd. TRANS
 Cash Price of Vehicle & Accessories \$ 4348.31
 STATE AND LOCAL TAXES _____
 License, License Transfer, Title, Registration Fee _____
 TOTAL PRICE OF UNIT \$ _____
 TOTAL CREDIT (TRANSFERRED FROM LEFT COLUMN.) \$ _____
 UNPAID CASH BALANCE DUE ON DELIVERY \$ 4348.31
NO TAX - LICENSE

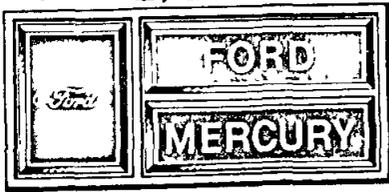
Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE Purchaser by his execution of this Order acknowledges that he has read its terms and conditions and has received a true copy of this Order.

PURCHASER'S SIGNATURE _____
 ACCEPTED BY Yazell Chev Olds (DEALER)
 PER Roy Owens (NAME AND TITLE) DATE 10-8-73

ORIGINAL

RETAIL ORDER FOR A MOTOR VEHICLE

VOL. 16 PG. 322



FILED
Long Motor Company
621 NORTH WOOD STREET TELEPHONE AREA CODE 214-842-1111
GILMER, TEXAS 75644
OCT 15 AM 9:44

October 8, 1973

Upshur County
Precinct # 2
Gilmer, Texas

Dear Sir:

We would like to submit a bid on the following:

- (1) F-600 ^{176 RA.} 158" W B
- ^{102 RA} 8 C A
- 330 H D V/8 Eng.
- 4 Speed
- 5500 lb. frt. axle
- 15,000 2 Speed
- W/C mirrors R & L
- 9300 lb. rear springs
- Aux. rear spring
- H. D. Cooling
- Front shocks
- H. D. seat trim
- 6 825 x 20 10 ply
- 4 special treads

We could sell you this truck for
Approximately 30 days delivery.

~~\$4400.00~~
\$4400.00

Very truly yours,

Ray Alexander
Ray Alexander,
Sales Manager

RA:cb

PRODUCTS OF FORD MOTOR COMPANY

THE UPSHUR COUNTY COMMISSIONERS COURT
BOX 39
GILMER, TEXAS 75644

73 NOV 15 AM 9:44
VOL. 16 PG. 323

Formal notice is hereby given and request made that _____
Frank Shouder Company proposes to place drain
culvert (18' x 18") within the
right-of-way of County Road Nickel as follows:

(DESCRIBE AND ATTACH PLAT)

200 FT. North of U.S. 80 on East side
of Nickel road

The location and description of the proposed construction and appurtenances is more fully shown by the attached drawing and plat. The line will be constructed and maintained on the county right-of-way as directed by the County Commissioners Court in accordance with current Upshur County specifications.

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 manner change the structure of this right-of-way, this line, if affected, will be moved under the direction of the Upshur County Commissioners and shall be relocated at the complete expense of the owner.

It is further understood and agreed that Upshur County assumes no liability for damages to any line, pole, construction, or appurtenances in the normal maintenance of the county road.

All work on the county right-of-way shall be performed in accordance with the County Commissioner's 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.

With the approval of the Commissioners Court construction will begin on or after Nov. ~~day~~ of _____ 1923

FIRM Frank Shouder

BY _____

~~City~~
Big Sandy, Texas
Address

APPROVED: Offie Nabele

Conrull Boyd
Charles L. Mill
Nickel

(This form to be submitted in duplicate for each proposed installation.)

FILED
O.W. LOYD
CLERK UPSON COUNTY

VOL. 16 PG. 324

73 NOV 15 AM 9:44

STATE OF TEXAS X

COUNTY OF TRAVIS X

FOOD STAMP CONTRACT

"The Food Stamp Act of 1964," codified as Title VII, Sections 2011 et seq., United States Code Annotated, as amended, authorized the distribution of foods through a cooperative federal-state program to be operated through normal channels of trade. This federal law authorized the Secretary of Agriculture to promulgate rules and regulations for the purpose of carrying out the functions and responsibilities imposed on the State Welfare Departments in setting up the Food Stamp Programs.

Article 695c, Vernon's Texas Civil Statutes, as amended, and other related laws authorize the Texas State Department of Public Welfare, hereinafter referred to as the Department, to administer the Food Stamp Program. Under Senate Bill No. 1, Third Called Session, 62nd Legislature, State of Texas, 1972, in Article III, page 169, item 24, and under House Bill No. 139, Regular Session, 63rd Legislature, State of Texas, 1973, in Article II, page 52, item 25, the Department is designated as the State agency to establish and operate a statewide Food Stamp Program.

The Department and the undersigned County, hereinafter referred to as the County, agree to enter into this contract to effectuate the implementation of a statewide Food Stamp Program.

I.

It is understood and agreed that the agreement embodied in Form 500 W now in effect should continue until the commodity inventory has been transferred to the designated site as prescribed in Article V, infra, at which time said agreement shall be terminated. Any other previous agreement and all amendments thereto which have been entered into between the County and the Department pertaining to the program for the distribution of USDA donated commodities is hereby superseded.

II.

VOL. 16 PG. 325

The Department will assume total responsibility for the operation of the Food Stamp Program in the County on the effective date of this contract, and, after implementation of the State-operated program in the County, the Department will be totally responsible for the operation of the Food Stamp Program in the County.

III.

The County agrees to remain liable to the Department and the United States Government for any substantiated claim for loss or damage sustained prior to the effective date, as a result of any violation of the applicable federal or State law or regulations, or of any failure to fully account for donated foods received in connection with the Commodity Distribution Program, and on demand to pay the amount due as a result of such loss or damage. It is expressly understood and agreed that, by entering into this contract, the County is in no way relieved of any liabilities or claims, including claims resulting from audit exceptions, which may be levied against the County due to its participation in the Commodity Distribution Program prior to the effective date.

IV.

It is expressly understood and agreed that the Department is not obligated to employ any of the personnel currently employed in the County in connection with the Commodity Distribution Program when the Department assumes operation of the Food Stamp Program. The Department may, at its discretion, employ those Commodity Distribution Program employees who meet appropriate Merit System standards. As to such employees, if any, it is further expressly understood that the Department assumes no responsibility to credit or reimburse such employees for vacation or sick leave accrued but unused by them prior to the effective date of this Contract.

V.

It is agreed that when the Department begins operation of the Food Stamp Program on the effective date, representatives of the Department will conduct an inventory of all USDA donated commodities received by the County in connection with the Commodity Distribution Program which have not been distributed by the County. Said inventory

VOL. 16 PG. 326

will be delivered, at County governing authority expense, to the appropriate district warehouse designated by the Department or to an appropriate warehouse of another operating county Commodity Distribution Program.

VI.

The County agrees to maintain and retain supporting fiscal documents adequate to assure that claims for federal matching funds are in accord with applicable federal requirements.

Said documents shall be maintained and retained by the County for a period of three (3) years after the date of submission of the final expenditure report. In the event that audit by or on behalf of the federal government occurs, documents will be retained until the resolution of audit questions.

VII.

For the faithful performance of the terms of this contract, the parties hereto in their capacities as stated, affix their signatures and bind themselves, effective the 1 day of October 1973.

STATE DEPARTMENT OF PUBLIC WELFARE

[Signature]
COUNTY COMMISSIONERS' COURT

BY _____
Raymond W. Vowell, Commissioner

BY [Signature]
County Judge

[Signature]
Commissioner, Precinct 1

[Signature]
Commissioner, Precinct 2

[Signature]
Commissioner, Precinct 3

Commissioner, Precinct 4

FILED
O.W. LOYD
CLERK UP~~SHUR~~ COUNTY

The Upshur County Commissioners Court
Box 39
Gilmer, Texas 75644

73 NOV 15 AM 9:45

Formal notice is hereby given and request made that 1. Southwestern Electric Power Company proposes to place utility poles and lines within the right of way of a County Road 2. Old U. S. Highway 271 as follows:

3. Install 40' pole in existing electric line on east side of Old US 271 .1 mile north of Union Grove School and extend single phase line west from this pole across Old US 271.

The location and description of the proposed construction and appurtenances is more fully shown by the attached drawing and plat. The line will be constructed and maintained on the county right of way as directed by the County Commissioners Court in accordance with current Upshur County specifications.

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 manner change the structure of this right of way, this line, if affected, will be moved under the direction of the Upshur County Commissioners and shall be relocated at the complete expense of the owner.

All work on the county right of way shall be performed in accordance with the County Commissioners' 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.

With the approval of the Commissioners Court construction will begin on or after 15th day of November 19 73.

E. P. Noble
Contrell Lloyd
Charles L. Still
Near McCall

Approved J. H. McKeely
County Judge

Firm Southwestern Electric Power Company
By D. B. Jamison
Title Division Superintendent
Address Southwestern Electric Power Company
P. O. Box 2312
Longview, Texas
Zip Code: 75601

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

VOL. 16 PG. 328



UPSHUR CO.
PRECINCT 1
OFIE NOBLES

Extend electric line
across Old US 271
to existing pole
with excess of 22'
R.O.W. LINE

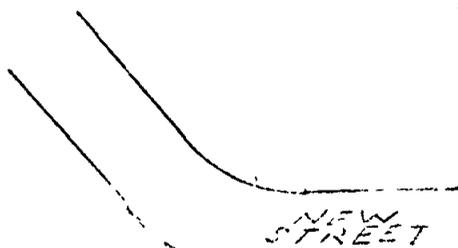
R.O.W. LINE

north property line
Woodland Tr. Subdiv.

WOODLAND TRAILS SUBDIVISION
GEORGE SMITH, DEVELOPER

pole to be installed

Existing



south property line Woodland Tr. Subdiv.

1728 - 070

Checked, SWEPCO Engineer,
in charge of this job contacted
Commissioner Nobles by phone
on 11-1-73

PIST SH 40' pole	
to be installed by	
SWEPCO in vicinity	
of Old US 271	
SOUTHWESTERN ELECTRIC COMPANY	
APPROVED	DATE
DRAWN BY	SCALE

ORIGINAL NOT LEGIBLE
FOR RECORDING