



**UPSHUR COUNTY COMMISSIONERS COURT**

**GILMER, TEXAS**

October 14, 1974

Commissioners Court of Upshur County met in regular session with all members present. Motion made and seconded to accept for payment Estimate number 8 of Besco Construction Company in amount \$70184.00 for work on Courthouse and jail. Payment to be made \$40184.00 from Federal Revenue Sharing Fund, and \$30000.00 from Certificates of Obligation issued to Besco Construction Company. Motion carried.

Ernest Dean  
E. H. Nelson  
Carroll Boyd  
Charles L. Hill  
Neal McCray



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## UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

October 14, 1974

Upshur County Commissioners met in regular session October 14, 1974 with all members present.

Doyle Johnson appeared to discuss staffing the jail. Three additional hands will be needed. The nearest estimate of using the jail is 1½ to 2 months. Mr. Morris is trying to get a grant to help pay for starting this jail program.

Mr. Leland Guinn appeared to present colors for painting the Courthouse & carpet for the District Courtroom. The Court accepted the colors presented.

Honor roll of World War II needs to be updated. The Courthouse remodeling and renovation was discussed. The use of the former Jury dorm was discussed.

Mr. Beason says things are progressively well on the remodeling program of the courthouse. He stated that the permanent heat and cooling system should be ready for use in two to three weeks. The elevator will be installed this week.

Motion was made by Cantrell Loyd and seconded by Offie Nobles to pay Estimate # 8 on Courthouse. Motion approved.

Two Diana ladies from the Beverly Hills Addition in Diana appeared before the court asking that the roads be fixed. They stated the roads in front of their houses were so bad that they could not get into their drives during heavy rains and school buses could not travel down the roads. The commissioners stated that the roads would be fixed as soon as the money became available. Commissioner Nobles told them he would do the best he could to patch roads and fill in with gravel until they could be fixed.

Motion was made by Neal McCurry and seconded by Cantrell Loyd that the Precinct Chairmen holding the general election in November be paid \$25.00 and that the workers be paid \$20.00. Motion carried.

E. A. Dean

Cantrell Loyd

Offie Nobles

Neal McCurry

October 15, 1974

Motion was made by Neal McCurry and seconded by Charles Still for the county to hire Louie Smith at the rate of \$75.00 per day to be paid by Texoma Pipe Line Co as a county inspector. Mr. Smith will inspect all county roads crossed by Texoma Pipe Line Co. Motion carried.

A motion was made and seconded that fifteen names be elected to the child welfare board. Motion carried. List attached.

Motion was made by Offie Nobles and seconded by Cantrell Loyd to accept the budget as presented. Motion carried.

Motion as made by Cantrell Loyd and seconded by Charles Still to accept the bid from Geo P. Bane for a motor grader. Motion carried.

Ernest Deen

Cantrell Loyd

Charles L. Still

Neal McCurry

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CHILD WELFARE BOARD

1. Dr. Janvan Jenkins
2. Joyce Phillips
3. Steve Dean
4. Stuart Daniels
5. Juanita Morris
6. Christine Poole
7. Everett Culver
8. Vance Gorman
9. Linzy Bowie
10. Eartha Mae Lynn
11. Bonnie Bassham
12. Malcolm Smith
13. Mrs. Merle Cross
14. Scott Green
15. James Poole

Alternates

1. Johnnie Mae Harper
2. Donna Kouba
3. Mrs. Ron Carmack
4. Sonny Cook
5. Betty Elwell
6. Margaret Ford
7. Sarah Greene
8. Rev. Oliver
9. Rev. Feller
10. Mrs. Doctor McKenzie

# CHAMCO SERVICES INC.

P. O. Box 6186  
FM 1845 On The Loop  
Longview, Texas 75601  
Longview (214) 758-3339

October 14, 1974

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

Gentlemen:

We are pleased to submit our bid on your machinery requirements  
for Precinct 1, as follows:

One Fiat-Allis Model M65 Motor Grader equipped  
as follows:

- Tandem 4 Wheel Drive;
- 12 Volt Electric Starting;
- Dry Type Air Cleaner;
- Hour Meter;
- Filter Service Indicator;
- Muffler;
- Stop Lite;
- Power Steering;
- Four Wheel Brakes;
- Leaning Front Wheels;
- Power Circle Turn;
- 8:25 X 20 (6 Ply) Tires,  
Front & Rear;
- 10 Ft. Hydraulic Shift Moldboard;
- Four Speed Transmission with Shuttle;

Less Allis-Chalmers Model D (Diesel) Motor Grader  
taken in trade.

Net difference F.O.B. Upshur County . . . . . \$16,300.00

*"SPECIALISTS in material handling equipment and systems"*

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Honorable County Judge and Commissioners' Court - Upshur County -  
October 14, 1974

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We are enclosing descriptive literature on the Allis-Chalmers  
Model M-65 and hope that we may have the pleasure of serving  
you.

Sincerely yours,

CHAMCO SERVICES, INC.

*George E. Chambliss*  
George E. Chambliss  
President

GEC:ci

Enclosure: Descriptive Literature



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

October 14, 1974

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 1, as follows:

One Allis-Chalmers Model M-65 Motor Grader  
equipped as follows:

Tandem 4 Wheel Drive;  
12 Volt Electric Starting;  
Dry Type Air Cleaner;  
Hour Meter;  
Filter Service Indicator;  
Muffler;  
Stop Lite;  
Power Steering;  
Four Wheel Brakes;  
Leaning Front Wheels;  
Power Circle Turn;  
8:25 X 20 (6 Ply) Tires,  
Front & Rear;  
10 Ft. Hydraulic Shift Moldboard;  
Four Speed Transmission with  
Shuttle;  
Heater;

WHITE-OLIVER  
SEAMAN MIXERS



CONSTRUCTION EQUIPMENT  
SALES • SERVICE • PARTS • RENTALS



MELROE BOBCAT  
LORAIN CRANES

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Less Allis-Chalmers Model DD Motor Grader  
S/N 3205 taken in trade

Net difference F.O.B. Upshur County . . . . \$12,000.00

We are enclosing descriptive literature on the Allis-Chalmers  
Model M-65 and hope that we may have the pleasure of serving  
you.

Sincerely yours,

GEORGE P. BANE, INC.

*T. D. Whitaker*

T. D. Whitaker  
Sales Manager

TDW:ci

Enclosure: Descriptive Literature

ACCEPTED:

*Ernest Deane*

*C. H. Miller*

*Carroll Boyd*

*W. H. Mcay*

*Permission on this machine granted  
for 6 months Free.*

LEASE AGREEMENT

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THIS LEASE, made this the 14th day of October, 1974, between George P. Bane, Inc., of Tyler, Texas, hereinafter known as LESSOR, and Upshur County Precinct #1 a quasi municipal corporation of the State of Texas, as LESSEE, acting by and through its COMMISSIONER'S COURT Pursuant to an order duly and regularly passed on the 14th day of October, 1974, witnesseth that:

Whereas, the LESSEE requires the use of the following equipment: One Allis-Chalmers Model M65 Motor Grader Serial Number 24A01202

hereinafter referred to as Motor Grader for the purpose of building and maintaining roads; and whereas, there is now available, and will be available in said County's Road and Bridge Fund, monies which it may lawfully spend for leasing said Motor Grader

1. Now therefore, the LESSOR in consideration of the payment of Used Allis-Chalmers DD, 8/N3205 and payment of lease installments hereinafter reserved, hereby leases to LESSEE, said Motor Grader for a minimum period commencing on the date of this LEASE and ending 5-15-77, on the following terms:

Table with 3 columns of payment terms: 1. \$3,000.00-12-15-75, 2. \$3,000.00-5-15-76, 3. \$3,000.00-10-15-76, 4. \$3,000.00-5-15-77, 5-12, 13-18, 19-24.

2. The LESSEE acknowledges receipt of above desired Motor Grader, in good order and new condition and upon the expiration of the terms of this lease (in the event the option hereinafter referred to has not been exercised), or upon the prior termination of this lease, the LESSOR shall be entitled to the immediate possession of said Motor Grader and the LESSEE shall thereupon deliver said Motor Grader to the LESSOR at Tyler, Texas, in good order and condition, ordinary wear and tear thereof excepted

3. The LESSEE shall have the right to make any reasonable and lawful use of said Motor Grader and shall take reasonable and proper care thereof, and at its own expense make all necessary repairs and replacements. In the event of any default by the LESSEE in the payment of rent, or otherwise, this LEASE shall terminate at the option of the LESSOR.

4. The LESSOR hereby gives the LESSEE the option to purchase said Motor Grader in its then condition, at any time during the terms of this LEASE (or within any extension or renewal thereof) or within five days thereafter for the purchase price of \$12,000.00 to be paid in cash or legally issued County Warrants plus 6% per annum interest on the amount from the date of this LEASE until such purchase price has been paid, from which total amount shall be deducted rentals theretofore paid. In the event said option of purchase is exercised, however, all rentals theretofore paid shall be deducted therefrom as of the dates such rental installments were paid. In the event the payments are not paid at maturity they shall bear six percent per annum interest until paid.

5. The LESSOR hereby gives the LESSEE the option to renew or extend this LEASE at any time during the term thereof, or within five days thereafter, and upon the same terms and conditions as herein stipulated, said renewal or extension, if any, to be endorsed upon this LEASE and signed by both parties thereof.

6. It is hereby expressly understood and agreed that the LESSOR shall not in any case, or under any circumstances, be held liable for any loss or damage, or claims for loss or damage, of any kind or character whatsoever, to persons or property, or otherwise, arising from, or in any manner connected with the use or operation of said Motor Grader and any and all loss or damage, and claims for loss or damage, are hereby specifically waived by the LESSEE.

7. It is expressly agreed and understood that this LEASE does not obligate the LESSEE to purchase said Motor Grader or to renew this LEASE. It is further expressly agreed and understood that if in the future the LESSEE avails itself of the option either to renew this LEASE or to purchase said Motor Grader as herein provided, it will do so only upon the condition that at the time of exercising said option or renewing this LEASE it either has available for said purpose, monies currently available which it will then be lawfully entitled to expend or is lawfully entitled to incur the necessary liability for the rental or the payment of the purchase price.

8. Any notice that either party desires to give to the other shall be in writing and forwarded by registered mail to the last known address of the other party.

9. This LEASE is executed in triplicate, a copy of which LESSEE hereby acknowledges having received.

GEORGE P. BANE, INC. LESSOR

By Roy R. Bane, Jr. UPSSHUR COUNTY PRECINCT #1 LESSEE

By Everett Dean County Judge

ATTEST: O. W. Loyd County Clerk

Commissioner, Precinct No. 1, 2, 3, 4 signatures

STATE OF TEXAS COUNTY OF Upshur

I, O. W. Loyd, County Clerk in and for Upshur County, Texas

do hereby certify that the above and foregoing is true and correct copy of the LEASE AGREEMENT entered into this date by and between George P. Bane, Inc., as LESSOR, and Upshur County, Texas, as LESSEE, and the same appears of record in Vol. 16, Page, of the COMMISSIONERS' COURT MINUTES of Upshur County, Texas.

Given under my hand and seal of office, this, the 15 day of October, 1974 A. D.

O. W. Loyd County Clerk, Upshur County, Texas

LEASE AGREEMENT

between George P. Bane, Inc.

and Upshur County Precinct #1

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CLERK

74 OCT 16 AM 5:31

### Assignment of Lease

Date October 14, 1974  
City Tyler  
State Texas

For value received the undersigned does hereby sell, assign, and transfer unto Farmers & Merchants National Bank, Gilmer, Texas the annexed lease dated 10-14, 1974, made by the undersigned to Upshur County Precinct #1 Gilmer, Texas  
(Lessor's Name) (Address)

of Model M65 Motor Grader Machinery, Serial No.(s) 24001202 and all property therein described, all moneys due and to become due thereunder and the proceeds of any policy or policies of insurance required by said lease and all of the right, title and interest of the undersigned in and to said lease, property and moneys due or to become due thereunder and in and to the proceeds of any policy or policies of insurance required by said lease and in consideration of the acceptance of this assignment by Farmers & Merchants National Bank and as a part of the same transaction the undersigned hereby guarantees the payment of all moneys due, or to become due thereunder, and that the Lessee will perform each and every term, covenant and condition of said lease, at the time and in the manner therein specified, and the undersigned does hereby agree that in the event of default by the aforesaid Lessee in the performance of any of said covenants and agreement, including said payments of rental as they shall fall due, that immediately upon any such default, without further notice, the undersigned will pay to Farmers & Merchants National Bank said money so in default or perform said covenants and conditions so in default.

The Undersigned warrants to Farmers & Merchants National Bank:  
(1) the title to the property described in said lease; (2) that said lease is a valid and original lease; (3) that the Lessee in said lease has capacity to contract and that the signatures thereto are the genuine signatures of the parties whose signatures they purport to be, (4) that the unpaid balance of the rent specified in said lease is Twelve Thousand and no/100 dollars as appears from the face thereof, (5) that the Lessee named in said lease (or his assignee) is not in default and has made all payments and has done and performed all acts and things on his part required to be done, paid or performed by the terms of said lease to the date of this assignment, (6) that any insurance required by said lease has been effected and is now in full force and effect

The liability of the undersigned shall not be affected by any indulgence, compromise, settlement, extension of credit, or variation of terms effected by the Lessee or any person interested Notice of acceptance of this guaranty, notices of non-payment and non-performance, notices of amount of indebtedness outstanding at any time, protests, demands and prosecution of collection, and possessory remedies, and the right to remove any action from the Court originally acquiring jurisdiction are hereby expressly waived by the undersigned.

GEORGE P. BANE, INC. (L. S.)  
(Lessor's Signature)

By George P. Bane  
(Official Title of Company)

The undersigned Lessee acknowledges receipt of copy of the foregoing assignment this 14th day of October, 19 74, and agrees to make all payments due under said lease to Farmers & Merchants National Bank, Gilmer, Texas

Don Mason (L. S.)  
(Lessee's Signature)  
By Don Mason  
(Signature of Authorized Officer)  
Co Auditor