



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

VOL. 17 PG. 650

January 10, 1977

FILED
J. HILL, JR.
CLERK
UPSHUR COUNTY
JAN 17 PM 1:51

Commissioners Court met in regular session with J.W. Meadows, Charles Still, Floyd Drennan, and Judge Everett Dean present.

Mr. Woodrow W. Roark met with the court to propose a new group hospital insurance plan for the counties employees. After a brief discussion, Judge Dean said the court would give him an answer by the week of January 17, 1977.

Mr. Wayne Wilson, met with the court asking for permission to attend a civil defense seminar at Austin, Texas, Feb. 15 thru the 17th. Motion was made by Floyd Drennan for the expense to be paid for he and his co-worker. Seconded by Charles Still. Motion carried.

Motion was made by Charles Still, seconded by Floyd Drennan for Myrtle Skinner to work for District Attorney Harry Heard January 13 and 14th, 1977. Motion carried.

Judge Dean read the minutes of the December 20, 1976 court and of the December 31, 1976. Motion was made by J.W. Meadows, seconded by Charles Still for the minutes to stand approved as read. Motion carried.

Judge Dean read a letter from the Comptroller of Public Accounts asking that a report be made as to the way the officers of the County would be paid for the year 1977, by Fee or Salary Basis. Judge Dean asked that a resolution be passed to pay the officers on a salary basis. Charles Still made a motion, seconded by J.W. Meadows that the resolution be made. Motion carried.

Keith Barber, County Auditor, met with the court explaining his duties. He also asked the county for a policy for him to go by. Judge Dean said the policy would be written and placed in the court minutes.

A motion was made by Charles Still and seconded by Floyd Drennan to approve two permit applications from Pritchett Water Supply for a water line on Live Oak Road. Motion carried.

A motion was made by Floyd Drennan and seconded by Charles Still to approve a permit application from Marion J. Deason Jr. for a water line on Beechnut Road. Motion carried.

A motion was made by J.W. Meadows and seconded by Floyd Drennan to approve a permit application for a drive-way culvert for W.E. Madding. Motion carried.

A motion was made by Charles Still and seconded by Floyd Drennan to approve a permit application from James G. Barber for a drive-way culvert on Balsam Road. Motion carried.

A motion was made by Charles Still and seconded by Floyd Drennan to approve a permit application for a drive-way culvert on Chinaberry Road for Glenn I. Palmer. Motion carried.



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

Page 2

FILED
J.B. HILL, JR.
CLERK UPSHUR COUNTY
1917 JAN 17 PM 1:51

A motion was made by J.W. Meadows and seconded by Charles Still to approve a Special Road Use Agreement Contract by Texas Oil & Gas Corporation on Wild Onion Road. Motion carried.

A motion was made by Floyd Drennan and seconded by Charles Still to approve a Special Road Use Agreement Contract to Jimmie Stroud of Employee's Contractors Inc. Motion carried. (All permit applications Copies attached.)

Motion was made by J. W. Meadows and seconded by Charles Still to adjourn. Motion carried.

Ernest Dean

Charles L. Hill

G. H. Nables

Floyd Drennan

J. W. Meadows



FILED
J.B. HILL, JR.
CLERK UPSHUR COUNTY

COMPTROLLER OF PUBLIC ACCOUNTS
STATE OF TEXAS
AUSTIN, 78774

BOB BALOCK
Comptroller

December 31, 1976

Dear County Clerk:

This is a reminder for you to forward to our department a certified copy of the order to be passed by your Commissioner's Court on January 10, 1977, placing the officers of your county either on a fee or salary basis for the calendar year 1977. We shall appreciate your sending this order as soon as possible after your Commissioner's Court meets at its first regular meeting. This is needed to determine the basis for the payment of money to your county officers and until it is received, this department cannot either pay your county or your county officers any money.

The above request is provided for in Article 3912e, Section 2, R.C.S. which reads in part, "Sec. 2. The Commissioner's Court of each county in the State of Texas, at its first regular meeting in January of each calendar year, shall, by order made and entered in the minutes of said court, determine...In counties having a population of less than twenty thousand (20,000) inhabitants according to the last preceding Federal census, it shall likewise be the duty of the Commissioner's Court, by its order duly made and entered of record at its first regular meeting in January of each calendar year, to determine whether county officers of such county (excluding county surveyors, registrars of vital statistics and notaries public) shall be compensated for the fiscal year on the basis of an annual salary or whether they shall be compensated on the basis of fees earned by them in the performance of their official duties, and it shall also be the duty of the county clerk to forward to the Comptroller of Public Accounts of the State of Texas, on or before the 31st day of January, a certified copy of said order of said Commissioner's Court." (Underscoring supplied)

Until we have received such order, this department is placed in this position-- we can neither pay your county monies under the provisions of Article 3912e, R.C.S. Sec. 6,(a) in the event your county officers have been placed on a salary basis, nor any fees in the event your county has placed its officers on a fee basis for the calendar year 1977.

Sincerely yours,

J. P. SCHROEDER
Chief Accountant III
Claims Division

JPS:az



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

January 10, 1977

The Commissioners Court of Upshur County in regular session on January 10, 1977 passed a resolution to pay the elected officials of Upshur County on the Annual Salary basis.

Lawrence Dean
County Judge
Upshur County.

Attest: *B. L. Lee, Jr.*
County Clerk,

FILED
J.B. HILL, JR.
CLERK UPSHUR COUNTY
1977 JAN 17 PM 1:51

PERMIT APPLICATION FOR
USE OF UPCHUR COUNTY RIGHT OF WAY

Date Jan. 3, 1977

FILED
J.B. HALL, JR.
CLERK UPCHUR COUNTY
1977 JAN 17 PM 1:52

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

Formal notice is hereby given that Pritchett Water Supply
whose principal address is P.O. Box 567, Gilmer, Texas 75644
does propose to place a Water line
within the ROW of County Road Live Oak

as follows: Main line is on south side of road, will cross to north side to serve old Eithel place located about one mile north west of Latch store.

The location and description of the proposed lines or appertenances is more fully shown by three (3) copies of drawings attached to this application.

All work will be as directed by the County Commissioner or his designate in full accordance with Upshur County Road & Bridge Department policies and specifications.

Proposed construction will begin, if approved, on or after
5th day of Jan. 1977

Firm: Pritchett Water Supply
Title: Operator
Address: Route 2
Big Sandy, Tex. 75755

AP Pritchett
1-10-77

PERMIT APPLICATION FOR
USE OF UP SHUR COUNTY RIGHT OF WAY

Date Jan. 3, 1977

FILED
J.B. HILL, JR.
CLERK UP SHUR COUNTY
1977 JAN 17 PM 1:52

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

Formal notice is hereby given that Pritchett Water Supply
whose principal address is P.O. Box 567, Gilmer Texas 75644
does propose to place a Water line
within the ROW of County Road Live Oak

as follows: To cross road from South side to service A.W. Johnson
residence about $\frac{1}{2}$ mile south east of Latch store.

The location and description of the proposed lines or appertenances
is more fully shown by three (3) copies of drawings attached to
this application.

All work will be as directed by the County Commissioner or his
designate in full accordance with Upshur County Road & Bridge
Department policies and specifications.

Proposed construction will begin, if approved, on or after

5 th. day of Jan. 1977

Firm: Pritchett Water Supply
Title: Operator *[Signature]*
Address: Rt. #2, Big Sandy Tex. 75755

[Handwritten Signature]
1-10-77

PERMIT APPLICATION FOR
USE OF COUNTY RIGHT OF WAY

Date: 1-10-77

FILED
J. R. HILL, JR.
CLERK UPCHUR COUNTY
1977 JAN 17 PM 11:52

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

Formal notice is hereby given that MARION J. DEASON JR.
whose principal address is RT 4 Box 130B
does propose to place a WATER LINE
within the ROW of County Road BEECHNUT RD.
as follows:

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 Upchur County Road & Bridge
Department policies and specifications.

Proposed construction will begin, if approved, on or after
_____ day of _____ 19____

Firm: _____
Title: Marion J. Deason Jr.
Address: _____

Approved
1-10-77

PERMIT APPLICATION FOR
USE OF UP SHUR COUNTY RIGHT OF WAY

Date 12-20-76

FILED
JAN 17 1977
PH 1:52
A. UPSHUR COUNTY, TEXAS

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

Formal notice is hereby given that W.E. Maddox
whose principal address is Lot 13, Winniest addy,
does propose to place a Driveway Culvert
within the ROW of County Road Stage-Tully Road
as follows:

The location and description of the proposed lines or appertenances
is more fully shown by three (3) copies of drawings attached to
this application.

All work will be as directed by the County Commissioner or his
designate in full accordance with Upshur County Road & Bridge
Department policies and specifications.

Proposed construction will begin, if approved, on or after
_____ day of _____ 19__

Firm: W.E. Maddox
Title: Builder
Address: P.O. Box 34
Dionna Tex 75640

Approved
1-10-77

PERMIT APPLICATION FOR
USE OF UPCHUR COUNTY RIGHT OF WAY

Date 12-30-76
1977 JAN 17 PM 1:51
J. HILL, JR.
CLERK
UPCHUR COUNTY

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

Formal notice is hereby given that James G. Barber
whose principal address is Rt. 3 Box 201 Gilmer, Tx
does propose to place a drive culvert
within the ROW of County Road Balam
as follows:

The location and description of the proposed lines or appertenances
is more fully shown by three (3) copies of drawings attached to
this application.

All work will be as directed by the County Commissioner or his
designate in full accordance with Upshur County Road & Bridge
Department policies and specifications.

Proposed construction will begin, if approved, on or after
_____ day of _____ 19__

Firm: _____
Title: _____
Address: _____

Approved
1-10-77

PERMIT APPLICATION FOR
USE OF ROAD AND COUNTY RIGHT OF WAY

FILED
J.S. PETERSON
CLERK OF UPSHUR COUNTY
1977 JAN 17 PM 5:51

Date DEC 28

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

Formal notice is hereby given that GLENN I. PALMER
whose principal address is ROUTE 3, BOX 223, GILMER TX
does propose to place a DRIVEWAY CULVERT
within the ROW of County Road CHINA BERRY
as follows:

The location and description of the proposed lines or appertenances
is more fully shown by three (3) copies of drawings attached to
this application.

All work will be as directed by the County Commissioner or his
designate in full accordance with Upshur County Road & Bridge
Department policies and specifications.

Proposed construction will begin, if approved, on or after
_____ day of _____ 19____

Firm: _____

Title: _____

Address: _____

*Approved
1-10-77*

SPECIAL ROAD USE AGREEMENT CONTRACT

FILED
JAN 17 1951
CLERK
UPSHUR COUNTY

THE STATE OF TEXAS |
COUNTY OF UPSHUR | KNOW ALL MEN BY THESE PRESENTS

The undersigned, Texas Oil & Gas Corp.

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 road) Wild Onion Road, 1.15 mi. SW from Hwy. 259

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 oil field equipment 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.

FILED
J.B. HILL, JR.
CLERK UPSEYR COUNTY
1977 JAN 17 PM 5:11

5.

First Party agrees to post surety bond in the amount of none to Upshur County Commissioners 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.

WITNESS our hands this the 22nd day of December,
A.D. 1976.

B.H. Thompson
FIRST PARTY B. H. Thompson
for TEXAS OIL & GAS CORP.
P. O. Drawer 669, Gilmer, Tx. 75644

Edward Dean
COUNTY JUDGE

COMMISSIONER #1

J.W. Meadows
COMMISSIONER #2

C.T. Hill
COMMISSIONER #3

David Denson
COMMISSIONER #4

FILED
J.B. McLELLAN, JR.
CLERK (REG.)
UPSHUR COUNTY
1971 JUN 17 PM 1:51

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS |
COUNTY OF UPSHUR | KNOW ALL MEN BY THESE PRESENTS

The undersigned, WIMMIE STRAUD, 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 road) UPSHUR COUNTY ROADS

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 WORKING 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.

FILED
J.B. HILL, JR.
CLERK UPSHUR COUNTY
1977 JUN 17 PM 1:51

5.

First Party agrees to post surety bond in the amount of None to Upshur County Commissioners 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.

WITNESS our hands this the 23rd day of Dec., A.D. 1976.

Jimmy Stroud
FIRST PARTY
DBA Employees Contractors Inc.

Ernest R. ...
COUNTY JUDGE

COMMISSIONER #1
J.W. Meador
COMMISSIONER #2

C.L. Stiff
COMMISSIONER #3

David Dawson
COMMISSIONER #4

VOL. 17 PG. 664
**CERTIFICATE
 OF INSURANCE**

**LIBERTY
 MUTUAL**



LIBERTY MUTUAL INSURANCE COMPANY • LIBERTY MUTUAL FIRE INSURANCE COMPANY • BOSTON

This is to Certify that

Employee's Contractors, Inc.
 P.O. Box 126
 Joinerville, Tx. 75658

Name and
 address of
 Insured.

FILED
 APR 17 PM 1:51
 TARRANT COUNTY

is, at the date of this certificate, insured by the Company for the types of insurance and in accordance with the limits of liability, exclusions, conditions, and other terms of the policies hereinafter described. This certificate of insurance neither affirmatively or negatively amends, extends or alters the coverage afforded by the policies listed below.

TYPE OF POLICY		EXPIRATION DATE	POLICY NUMBER	LIMITS OF LIABILITY	
WORKMEN'S COMPENSATION		10-15-77	WC1-191-021090-076	COVERAGE AFFORDED UNDER W C LAW OF FOLLOWING STATE(S) Texas	LIMIT OF LIABILITY COV B 100,000 <small>(INDICATE LIMIT FOR EACH STATE)</small>
GENERAL LIABILITY	<input checked="" type="checkbox"/> COMPREHENSIVE FORM	10-15-77	LG1-191-021090-086	BODILY INJURY	PROPERTY DAMAGE
	<input type="checkbox"/> SCHEDULE FORM				
	<input type="checkbox"/> PRODUCTS COMPLETED OPERATIONS			\$ 300,000 EACH OCCURRENCE	\$ 100,000 EACH OCCURRENCE
	<input type="checkbox"/>			\$ XXXX AGGREGATE	\$ 200,000 AGGREGATE
	<input type="checkbox"/>				
AUTO LIABILITY	<input checked="" type="checkbox"/> OWNED	10-15-77	AE1-191-021090-096	\$ 100,000 EACH PERSON	\$ 50,000 EACH ACCIDENT OR OCCURRENCE
	<input checked="" type="checkbox"/> NON OWNED			\$ 300,000 EACH ACCIDENT OR OCCURRENCE	
	<input checked="" type="checkbox"/> HIRED				
OTHER					

LOCATION(S) OF OPERATIONS & JOB # (If Applicable)	DESCRIPTION OF OPERATIONS

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW)
 BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES PRIOR TO 10 DAYS AFTER NOTICE OF SUCH CANCELLATION OR REDUCTION HAS BEEN MAILED TO

Everett Dean, County Judge
 P.O. Box 790
 Gilmer, Tx. 75644

Peggy Robb
 AUTHORIZED REPRESENTATIVE
 12-27-76 DATED
 210 Douglas Terrace Bldg. OFFICE
 Tyler, Tx. 75701

This certificate is executed by LIBERTY MUTUAL INSURANCE COMPANY as respects such insurance as is afforded by that Company, it is executed by LIBERTY MUTUAL FIRE INSURANCE