



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

September 19, 1977

Commissioners Court met in special session with all members present.

Judge Dean read the minutes of the September 12, 1977 meeting and motion was made by Floyd Drennon, seconded by J. W. Meadows for the minutes to stand approved as read. Motion carried.

Hollie McClain met with the Court, with Mr. Jim Taylor, asking the Court to sign a quit-claim deed in order for Mr. Taylor to have a clear deed to his 21-acre tract of land near Big Sandy, Texas. After Mr. McClain had explained why it was necessary for the Court to sign the quit-claim deed, the motion was made by Judge Dean and seconded by J. W. Meadows to sign the deed. Motion carried.

Mr. George Cooper met with the Court to help with the bids that were made for the road oil. Three bids were made--American Petroleum Company, Dallas, Texas; Wilson Riley, Inc., Tyler, Texas; Quitman Construction Company, Quitman, Texas. Motion was made by J. W. Meadows and seconded by Floyd Drennon to accept the bids. Motion carried. (copy of bids attached).

Motion was made by Charles Still and seconded by Floyd Drennon to approve the deputation of Mary Slaughter in the County Clerk's Office. Motion carried.

Motion was made by J. W. Meadows and seconded by Bernice Nobles to approve a permit application from Arkla Gas Company to place a two-inch gas line within the ROW of county road Denzel Drive at Camp Joy, motion carried. (copy attached)

Motion was made by J. W. Meadows and seconded by Bernice Nobles to approve a permit application from Charles Julian to place a culvert within the ROW of county road, Meadowbrook Addition. Motion carried. (copy attached)

Motion was made by Charles Still and seconded by J. W. Meadows for the Court to appoint five (5) people to the Upshur County Child Welfare Board for the next three (3) year term. The five (5) appointed were: Mrs. Dorothy Willis, Big Sandy; Mrs. Minerva Gentry, Diana; Mrs. Janice Caldwell, Ore City; Mr. Futrell Jones, Gilmer; Dr. Curtis Lock, Harmony; motion carried.

Motion was made by J. W. Meadows and seconded by Charles Still to approve the unpaid bills. Motion carried.

Motion was made by Bernice Nobles and seconded by J. W. Meadows to adjourn.

<u><i>J. W. Meadows</i></u>	<u><i>Charles L. Still</i></u>
<u><i>Bernice Nobles</i></u>	<u><i>Floyd Drennon</i></u>
<u><i>J. W. Meadows</i></u>	

MINUTES PERTAINING TO ORDER BY THE COMMISSIONERS' COURT OF UPSHUR COUNTY ACCEPTING PROPOSALS, AUTHORIZING EXECUTION OF CONTRACTS AND MAKING PROVISIONS FOR THEIR PAYMENT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

ON THIS, the 19th day of September, 1977, the Commissioners' Court of Upshur County, Texas, convened in special session at the regular meeting place thereof in the Courthouse at Gilmer, Texas, the meeting being open to the public, and notice of said meeting having been given as prescribed by Article 6252-17, Section 3A, V.A.T.C.S, with the following members of said Court being present and in attendance, to wit:

- EVERETT DEAN COUNTY JUDGE
MRS. OFFIE NOBLES COMMISSIONER, PRECINCT 1
J. W. MEADOWS COMMISSIONER, PRECINCT 2
CHARLES STILL COMMISSIONER, PRECINCT 3
FLOYD DRENNAN COMMISSIONER, PRECINCT 4

and with the following absent: None
constituting a quorum; and among other business considered at said meeting, an order was submitted to the Commissioners' Court for passage, such order being entitled as follows:

"AN ORDER by the Commissioners' Court of Upshur County accepting the proposals submitted in response to competitive bids; authorizing execution of contracts for and on behalf of the County and making provisions for their payment."

The order was read in full. Thereupon, Commissioner Meadows made a motion that the order be passed finally. The motion was seconded by Commissioner Drennan and carried by the following vote:

- AYES: County Judge Dean and Commissioners Nobles, Meadows, Still and Drennan.
NOES: None.

The Presiding Officer then announced that the order had been finally passed and adopted.

MINUTES APPROVED, this the 19th day of September, 1977:

Everett Dean
County Judge, Upshur County, Texas

ATTEST:

County Clerk and Ex-Officio Clerk of the Commissioners' Court of Upshur County, Texas

(Comm. Cert. Seal)

An order by the Commissioners' Court of Upshur County accepting the proposals submitted in response to competitive bids; authorizing execution of contracts for and on behalf of the County and making provisions for their payment.

WHEREAS, by order duly passed on the 11th day of July, 1977, this Commissioners' Court authorized the issuance of Certificates of Obligation in the principal amount of \$750,000 for the purpose of paying all or a part of the contractual obligations of the County to be incurred for the construction of public works (the construction and reconstruction of county roads and bridges) and for the purchase of materials, supplies, machinery and equipment and for the acquisition of rights of way for county roads; and,

WHEREAS, the County has heretofore given notice of its intention to receive bids or proposals for certain labor and materials which are needed for the reconstruction and improvements of county roads, and such notice has been published in due time, form and manner as required by the laws of the State of Texas and it is now appropriate to proceed with the award of contracts; and,

WHEREAS, in the Notice to Bidders, which was published (as directed by the order hereof adopted on the 29th day of August, 1977), it was provided that bids would be received for the purchase of road oil: Lot 1 to be crude oil, Lot 2 to be refined oil, and bids were also received for the transportation of oil for delivery in bulk to the County at the place or places designated by the Court or for delivery to the job site and direct application to the roads; and,

WHEREAS, the lowest and best bids received in response to the aforesaid notice is as follows:

Now, therefore,

BE IT ORDERED BY THE COMMISSIONERS' COURT OF UPSHUR COUNTY, TEXAS:

SECTION 1: That the proposal of American Petrofina Company of Texas, as contained in the preamble hereof, is hereby accepted with respect to delivery of oil in bulk (1) at the Mount Pleasant Refinery and (2) to the County at the place designated by the County. That the proposal of Wilson-Riley, Inc. as contained in the preamble hereof, is hereby accepted with respect to delivery of oil in bulk (1) at the refinery and (2) to the County at the place designated by the County.

At such time as a performance bond is presented by such respective companies, the oil may be ordered under the particular contract.

SECTION 2: That the proposal of Quitman Construction Co., Inc. as contained in the preamble is for delivery of oil and its application to the roads is the lowest and best bid submitted and that under the provisions of Article 5160, V.A.T.C.S. both a payment bond and a performance bond would normally be required; that such proposal is also the lowest and best bid received for the delivery of oil in bulk (1) at facilities of the bidder or (2) to the County at the place designated by the County and that under the provisions of Article 5160, V.A.T.C.S. a performance bond would normally be required.

That under the provisions of Article 5160, a contract may be executed, without compliance with the provisions thereof for obtaining a payment bond or a performance bond, either or both, if the total amount of the contract is less than \$25,000; that it is to the best interest of the County to waive the requirement of a performance bond and a payment bond and accept the proposal of the said contractor provided that the total amount to be expended for all purposes under the contract shall not exceed \$25,000.

SECTION 3: That the County Judge is authorized and directed to execute each of the acceptance clauses approving at the end of the proposals submitted and included in the preamble, but there shall be added to the acceptance clause of the proposal submitted by Quitman Construction Co., Inc. the following language: "The total amount paid to the contractor shall not exceed \$25,000". A representative of Quitman Construction Co., Inc. shall sign a statement as follows: "The limitation of the contract price to a total of \$25,000 is approved."

SECTION 4: Upon execution of the contracts by the County Judge, as provided in Section 3, the County Clerk shall attest the signature of the County Judge and such contracts shall then be valid and binding obligations of the County payable in accordance with their terms, i.e. in claims and accounts or certificates which will be assigned to another by the said contractors.

PASSED AND APPROVED this the 19th day of September, 1977.

Ernest H. [Signature]
County Judge, Upshur County, Texas

ATTEST:

[Signature]
County Clerk and Ex-Officio Clerk
of the Commissioners' Court of
Upshur County, Texas

(Cm. Crt. Seal)

PROPOSAL AND CONTRACT FOR FURNISHING
OF ROAD OIL TO UPSHUR COUNTY

A. The undersigned as bidder declares that he has carefully examined this document and the notice to bidders and is familiar with the types of materials to be furnished and agrees that he will provide Oil called for upon the terms and conditions hereinafter specified.

B. The oil to be delivered to the County shall be

Refined Oil (Texas Road Oil meeting State Department of Highways and Public Transportation Specifications)

in an amount up to 60,000 barrels. Oil to be delivered under this contract shall be up to such number of barrels as may be available to the bidder, but in no event shall the bidder be obligated to deliver any oil hereunder after the _____ day of _____, 1977. Prices are not firm. Vendor or Purchaser reserves the right to cancel in case of price increase.

C. Oil will be delivered

(1) in bulk at facilities owned by the bidder at

\$12.00 per barrel F.O.B. Mount Pleasant, TX. Refinery

or (2) in bulk to the County at the place or places within Upshur County hereafter designated by the County and the price to be paid by the County shall be

\$12.94 per barrel delivered to any destination in Upshur County via Fina trucks will approximate capacity 6500 gallons.

or (3) delivered to the job site, in transports equipped to supply oil with spoon or other device for direct application to the roads by the driver of the transport and the price to be paid by the County shall be

D. The bidder, upon award of the contract, agrees to supply a performance bond in the full amount of the contract, and if the bidder submits a proposal on the application of road oil (item (3) of the preceding paragraph) he will also submit a payment bond in the full amount of the contract in accordance with the notice to bidders. The check or bid security accompanying this proposal shall be returned to the bidder unless in case of acceptance of proposal the bidder should fail to execute and file a contract within 15 days after its acceptance in which case the check shall become the property of Upshur County, Texas, and shall be considered as payment for damages due to delay and other inconveniences suffered by said Upshur County, Texas on account of failure of bidder to execute contract. It is understood that Upshur County, Texas reserves the right to reject any and all bids.

E. The bidder understands that the County proposes to pay all or a part of the amount due under this contract through the issuance and delivery of the Certificates of Obligation described in the notice to bidders or that claims and accounts may be incurred representing an individual interest in such certificates. The bidder hereby elects:

~~(a) to retain the certificates or claims and accounts for his own account (the claims and accounts to be surrendered upon 5 business days notice for certificates of obligation)~~

or (b) to assign the certificates of obligation or claims and accounts to the financial institution with whom the County has arranged to accept such assignment at the price of par flat (no accrued interest, no discount, no premium).

F. This document (when accepted) and the notice to bidders shall constitute the entire contract.

Respectfully submitted,

Date of Proposal: 9-19-77.

American Petrofina Company of Texas

Bidder:

Address:

W. A. Edwards, Jr.
P. O. Box 2159
Dallas, TX 75221

ACCEPTANCE

The foregoing proposal is hereby accepted by the Commissioners' Court of Upshur County, this the 19th day of September, 1977.

UPSHUR COUNTY

By:

Lawrence Deane
County Judge

ATTEST:

W. B. Steele, Jr.
County Clerk and Ex-Officio Clerk
of the Commissioners' Court of
Upshur County, Texas

PROPOSAL AND CONTRACT FOR FURNISHING
OF ROAD OIL TO UPSHUR COUNTY

A. The undersigned as bidder declares that he has carefully examined this document and the notice to bidders and is familiar with the types of materials to be furnished and agrees that he will provide Oil called for upon the terms and conditions hereinafter specified.

B. The oil to be delivered to the County shall be
"Crude oil-Lot 1"
or "Refined oil-Lot 2"

in an amount up to 60,000 barrels. Oil to be delivered under this contract shall be up to such number of barrels as may be available to the bidder, but in no event shall the bidder be obligated to deliver any oil hereunder after the 31 day of Dec., 1977.

C. Oil will be delivered

(1) in bulk at facilities owned by the bidder at

or (2) in bulk to the County at the place or places within Upshur County hereafter designated by the County and the price to be paid by the County shall be

or (3) delivered to the job site, in transports equipped to supply oil with spoon or other device for direct application to the roads by the driver of the transport and the price to be paid by the County shall be \$13.15 per BBL
Thirteen dollars and fifteen cents per BBL

D. The bidder, upon award of the contract, agrees to supply a performance bond in the full amount of the contract, and if the bidder submits a proposal on the application of road oil (item (3) of the preceding paragraph) he will also submit a payment bond in the full amount of the contract in accordance with the notice to bidders. The check or bid security accompanying this proposal shall be returned to the bidder unless in case of acceptance of proposal the bidder should fail to execute and file a contract within 15 days after its acceptance in which case the check shall become the property of Upshur County, Texas, and shall be considered as payment for damages due to delay and other inconveniences suffered by said Upshur County, Texas on account of failure of bidder to execute contract. It is understood that Upshur County, Texas reserves the right to reject any and all bids.

E. The bidder understands that the County proposes to pay all or a part of the amount due under this contract through the issuance and delivery of the Certificates of Obligation described in the notice to bidders or that claims and accounts may be incurred representing an individual interest in such certificates. The bidder hereby elects:

~~(a) xxxxxxxxxx the xxxxxxxxxx xxxxxxxxxx
accounts xxxxxxxxxx xxxxxxxxxx xxxxxxxxxx
accounts xxxxxxxxxx xxxxxxxxxx xxxxxxxxxx
days xxxxxxxxxx xxxxxxxxxx xxxxxxxxxx~~

or (b) to assign the certificates of obligation or claims and accounts to the financial institution with whom the County has arranged to accept such assignment at the price of par flat (no accrued interest, no discount, no premium).

F. This document (when accepted) and the notice to bidders shall constitute the entire contract.

Respectfully submitted,

Ernest Riley, Jr.

Date of Proposal: 9-19-77.

Bidder: Wilson-Riley, Inc.
Address: P. O. Box 4010
Tyler, Texas 75712

ACCEPTANCE

The foregoing proposal is hereby accepted by the Commissioners' Court of Upshur County, this the 19th day of September, 1977.

UPSHUR COUNTY

By: *Ernest Riley, Jr.*
County Judge

ATTEST:

W. H. Hill
County Clerk and Ex-Officio Clerk
of the Commissioners' Court of
Upshur County, Texas

PROPOSAL AND CONTRACT FOR FURNISHING
OF ROAD OIL TO UPSHUR COUNTY

A. The undersigned as bidder declares that he has carefully examined this document and the notice to bidders and is familiar with the types of materials to be furnished and agrees that he will provide Oil called for upon the terms and conditions hereinafter specified.

B. The oil to be delivered to the County shall be
"Crude oil-Lot 1"
or "Refined oil-Lot 2"

in an amount up to 60,000 barrels. Oil to be delivered under this contract shall be up to such number of barrels as may be available to the bidder, but in no event shall the bidder be obligated to deliver any oil hereunder after the 31 day of Dec., 1977.

C. Oil will be delivered

(1) in bulk at facilities owned by the bidder at

or (2) in bulk to the County at the place or places within Upshur County hereafter designated by the County and the price to be paid by the County shall be

or (3) delivered to the job site, in transports equipped to supply oil with spoon or other device for direct application to the roads by the driver of the transport and the price to be paid by the County shall be \$13.15 per BBL
Thirteen dollars and fifteen cents per BBL

D. The bidder, upon award of the contract, agrees to supply a performance bond in the full amount of the contract, and if the bidder submits a proposal on the application of road oil (item (3) of the preceding paragraph) he will also submit a payment bond in the full amount of the contract in accordance with the notice to bidders. The check or bid security accompanying this proposal shall be returned to the bidder unless in case of acceptance of proposal the bidder should fail to execute and file a contract within 15 days after its acceptance in which case the check shall become the property of Upshur County, Texas, and shall be considered as payment for damages due to delay and other inconveniences suffered by said Upshur County, Texas on account of failure of bidder to execute contract. It is understood that Upshur County, Texas reserves the right to reject any and all bids.

E. The bidder understands that the County proposes to pay all or a part of the amount due under this contract through the issuance and delivery of the Certificates of Obligation described in the notice to bidders or that claims and accounts may be incurred representing an individual interest in such certificates. The bidder hereby elects:

PROPOSAL AND CONTRACT FOR FURNISHING
OF ROAD OIL TO UPSHUR COUNTY

A. The undersigned as bidder declares that he has carefully examined this document and the notice to bidders and is familiar with the types of materials to be furnished and agrees that he will provide Oil called for upon the terms and conditions hereinafter specified.

B. The oil to be delivered to the County shall be

in an amount up to 60,000 barrels. Oil to be delivered under this contract shall be up to such number of barrels as may be available to the bidder, but in no event shall the bidder be obligated to deliver any oil hereunder after the 1st day of JAN. 1978, 1977.

C. Oil will be delivered

(1) in bulk at facilities owned by the bidder at

*\$8.00 per bbl. "crude oil"
Eight Dollars per bbl.*

or (2) in bulk to the County at the place or places within Upshur County hereafter designated by the County and the price to be paid by the County shall be

*\$8.50 per bbl. "crude oil"
Eight Dollars & 50 Cents per bbl.*

or (3) delivered to the job site, in transports equipped to supply oil with spoon or other device for direct application to the roads by the driver of the transport and the price to be paid by the County shall be

*\$13.25 per bbl. "Refined oil" "Texas Road oil"
Thirteen Dollars & Twenty Five Cents per bbl.*

~~D. The bidder, upon award of the contract, agrees to supply a performance bond in the full amount of the contract, and if the bidder submits a proposal on the application of road oil (item (3) of the preceding paragraph) he will also submit a payment bond in the full amount of the contract in accordance with the notice to bidders. The check or bid security accompanying this proposal shall be returned to the bidder unless in case of acceptance of proposal the bidder should fail to execute and file a contract within 15 days after its acceptance in which case the check shall become the property of Upshur County, Texas, and shall be considered as payment for damages due to delay and other inconveniences suffered by said Upshur County, Texas on account of failure of bidder to execute contract. It is understood that Upshur County, Texas reserves the right to reject any and all bids.~~

E. The bidder understands that the County proposes to pay all or a part of the amount due under this contract through the issuance and delivery of the Certificates of Obligation described in the notice to bidders or that claims and accounts may be incurred representing an individual interest in such certificates. The bidder hereby elects:

- (a) to retain the certificates or claims and accounts for his own account (the claims and accounts to be surrendered upon 5 business days notice for certificates of obligation),
- or (b) to assign the certificates of obligation or claims and accounts to the financial institution with whom the County has arranged to accept such assignment at the price of par flat (no accrued interest, no discount, no premium).

F. This document (when accepted) and the notice to bidders shall constitute the entire contract.

Respectfully submitted,

Date of Proposal: 9-19-77.

QUITMAN Construction Co. Inc.
 Box 929
 Bidder: QUITMAN, Texas 75783
 Address: 4400 Colburn

ACCEPTANCE

The foregoing proposal is hereby accepted by the Commissioners' Court of Upshur County, this the 19th day of September, 1977.

UPSHUR COUNTY

By: Ernest H. Pierce
County Judge

ATTEST:

[Signature]
 County Clerk and Ex-Officio Clerk
 of the Commissioners' Court of
 Upshur County, Texas

SEABOARD SURETY COMPANY

HOME OFFICE: NEW YORK, N. Y.

PROPOSAL BOND

Know all Men by these Presents:

THAT WE, AMERICAN PETROFINA CO. OF TEXAS

as principal, and SEABOARD SURETY COMPANY, a corporation under the laws of the State of New York, having its principal place of business in the City of New York, New York, as surety, are held and firmly bound unto UPSHUR COUNTY GILMER, TEXAS

as obligee, in the sum of 5% OF TOTAL AMOUNT BID -----
DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this 19 day of September 19 77 .

WHEREAS, the said principal is herewith submitting its proposal for
SUPPLYING REFINED TEXAS ROAD OIL.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid principal shall be awarded the contract upon said proposal and shall within the required number of days after the notice of such award enter into a contract and give bond for the faithful performance of the contract, then this obligation shall be null and void; otherwise the principal and surety will pay unto the obligee the difference in money between the amount of the bid of the said principal and the amount for which the obligee may legally contract with another party to perform the said work if the latter amount be in excess of the former; but in no event shall the surety's liability exceed the penal sum hereof.

American Petrofina Company of Texas

Principal

By John MacKenzie
John MacKenzie, Vice President & Treasurer.

SEABOARD SURETY COMPANY

By Sandra Schierbeck
Sandra Schierbeck, Attorney-in-Fact

VOL. 17 PG. 249

Certified Copy

SEABOARD SURETY COMPANY

HOME OFFICE

No. 7706

NEW YORK, NEW YORK

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SEABOARD SURETY COMPANY, a corporation of the State of New York, has made, constituted and appointed and by these presents does make, constitute and appoint Sandra Schiernbeck

of Dallas, Texas its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of similar nature as follows: Without Limitations

Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Company as fully and to the same extent as if signed by the duly authorized officers of the Company and sealed with its corporate seal; and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed.

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Company on December 8th, 1927, and are still in full force and effect:

ARTICLE VIII, SECTION 1:

"Policies, bonds, recognizances, stipulations, consents of surety, underwriting undertakings and instruments relating thereto. Insurance policies, bonds, recognizances, stipulations, consents of surety and underwriting undertakings of the Company, and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Company

- (a) by the Chairman of the Board, the President, a Vice President or a Resident Vice President and by the Secretary, an Assistant Secretary, a Resident Secretary or a Resident Assistant Secretary; or
(b) by an Attorney-in-Fact for the Company appointed and authorized by the Chairman of the Board, the President or a Vice President to make such signature; or
(c) by such other officers or representatives as the Board may from time to time determine

The seal of the Company shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative"

IN WITNESS WHEREOF, SEABOARD SURETY COMPANY has caused these presents to be signed by one of its Vice-Presidents, and its corporate seal to be hereunto affixed and duly attested by one of its Assistant Secretaries, this 16th day of October, 1975...

Attest: SEABOARD SURETY COMPANY, By George T. Holbrook, Jr., Vice-President
(Seal) Richard H. Lewis, Assistant Secretary

STATE OF NEW YORK } ss.:
COUNTY OF NEW YORK }

On this 16th day of October, 1975, before me personally appeared George T. Holbrook, Jr., a Vice-President of SEABOARD SURETY COMPANY, with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the State of New Jersey; that he is a Vice-President of SEABOARD SURETY COMPANY, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto as Vice-President of said Company by like authority.

State of New York
No. 41-9010912 Qualified in Queens County
Certificate filed in New York County
(Seal) Commission Expires March 30, 1976 Samuel C. Simmons, Notary Public

CERTIFICATE

I, the undersigned Assistant Secretary of SEABOARD SURETY COMPANY do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this Certificate and I do further certify that the Vice President who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an attorney-in-fact as provided in Article VIII, Section 1, of the By-Laws of SEABOARD SURETY COMPANY

This Certificate may be signed and sealed by facsimile under and by authority of the following resolution of the Board of Directors of SEABOARD SURETY COMPANY at a meeting duly called and held on the 25th day of March 1970.

"RESOLVED: (2) That the use of a printed facsimile of the corporate seal of the company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Article VIII, Section 1, of the By-Laws appointing and authorizing an attorney-in-fact to sign in the name and on behalf of the company surety bonds, underwriting undertakings or other instruments described in said Article VIII, Section 1, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Company to these presents this 19 day of September, 1977.



Juan Lynch, Assistant Secretary
Form 937 (Rev. 6/74)

Trinity Universal Insurance Company of Kansas, Inc.

Topeka, Kansas

KNOW ALL MEN BY THESE PRESENTS, That we,

WILSON-RILEY, INC. - Tyler, Texas

(hereinafter called "Principal"), as Principal, and TRINITY UNIVERSAL INSURANCE COMPANY OF KANSAS, INC., a Corporation organized and existing under the laws of the State of Kansas, and authorized to transact business in the State of **Texas** (hereinafter called "Surety"), as Surety, are held and firmly bound unto

The Commissioners Court of Upshur County

(hereinafter called "Obligee"), as Obligee, in the penal sum of **EIGHTY THOUSAND AND NO/100**

Dollars (\$ **80,000.00**), good and lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, the above bounden Principal has entered into a certain written contract with the above named Obligee, dated the **19th** day of **September** **1977**, to do and perform the following work:

supply 6,084 barrels of "Road Oil" oil by December 31, 1977

which contract is hereby referred to for more complete information and is hereinafter referred to as the contract.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall faithfully perform the contract on his part, and shall fully indemnify and save harmless the Obligee from all cost and damage which the Obligee may suffer by reason of failure so to do and shall fully reimburse and repay the Obligee all outlay and expense which the Obligee may incur in making good any such default, then this obligation shall be null and void, otherwise it shall remain in full force and effect. No right of action shall accrue under this bond to or for the use of any person, firm or corporation other than the said Obligee.

AND PROVIDED that no suit shall be commenced under this bond after the expiration of one year from the accrual of the cause of action; provided, however, that if such limitation is prohibited by any law controlling the construction thereof, such limitation shall be deemed amended so as to equal the minimum period permitted by such law; but if there is any maintenance or guarantee period provided in the contract for which said Surety is liable, an action for maintenance may be brought within six months from the expiration of the maintenance period, but not afterwards.

SIGNED AND SEALED this 19th day of September A. D. 1977

WILSON-RILEY, INC.

Ernie Riley President

TRINITY UNIVERSAL INSURANCE COMPANY
OF KANSAS, INC.

By Bob Stacks
Bob Stacks, Attorney-in-Fact.



3702 TUIK



The Trinity Companies

Dallas Texas 75201

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS.

That TRINITY UNIVERSAL INSURANCE COMPANY and SECURITY NATIONAL INSURANCE COMPANY each a Texas Corporation and TRINITY UNIVERSAL INSURANCE COMPANY OF KANSAS, INC., a Kansas Corporation do hereby appoint

BOB STACKS
Dallas, Texas

Its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby

IN WITNESS WHEREOF, TRINITY UNIVERSAL INSURANCE COMPANY, SECURITY NATIONAL INSURANCE COMPANY and TRINITY UNIVERSAL INSURANCE COMPANY OF KANSAS, INC., have each executed and attested these presents

this 3rd day of June, 19 76

Judy Fagan ASST SECRETARY A J Tyler PRESIDENT

AUTHORITY FOR POWER OF ATTORNEY

That TRINITY UNIVERSAL INSURANCE COMPANY and SECURITY NATIONAL INSURANCE COMPANY, each a Texas Corporation and TRINITY UNIVERSAL INSURANCE COMPANY OF KANSAS, INC., a Kansas Corporation, in pursuance of authority granted by that certain resolution adopted by their respective Board of Directors on the 1st day of March, 1976 and of which the following is a true, full, and complete copy

"RESOLVED, That the President, any Vice-President, or any Secretary of each of these Companies be and they are hereby authorized and empowered to make, execute, and deliver in behalf of these Companies unto such person or persons residing within the United States of America, as they may select, its Power of Attorney constituting and appointing each such person its Attorney-in-Fact, with full power and authority to make, execute and deliver, for it, in its name and in its behalf, as surety, any particular bond or undertaking that may be required in the specified territory, under such limitations and restrictions, both as to nature of such bonds or undertaking and as to limits of liability to be undertaken by these Companies, as said Officers may deem proper, the nature of such bonds or undertakings and the limits of liability to which such Powers of Attorney may be restricted, to be in each instance specified in such Power of Attorney.

RESOLVED, That any and all Attorneys-in-Fact and Officers of the Companies, including Assistant Secretaries, whether or not the Secretary is absent, be and are hereby authorized and empowered to certify or verify copies of the By-Laws of these Companies as well as any resolution of the Directors, having to do with the execution of bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, or with regard to the powers of any of the officers of these Companies or of Attorneys-in-Fact.

RESOLVED, That the signature of any of the persons described in the foregoing resolution may be facsimile signatures as fixed or reproduced by any form of typing, printing, stamping or other reproduction of the names of the persons hereinabove authorized."

CERTIFICATION OF POWER ATTORNEY

I, Judy Fagan, Asst. Secretary of TRINITY UNIVERSAL INSURANCE COMPANY, SECURITY NATIONAL INSURANCE COMPANY and TRINITY UNIVERSAL INSURANCE COMPANY OF KANSAS, INC. do hereby certify that the foregoing Resolution of the Boards of Directors of these Corporations, and the Power Attorney issued pursuant thereto, are true and correct and are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each Corporation

this 19th day of September, 19 77



Judy Fagan
JUDY FAGAN ASST SECRETARY

DEPUTATION VOL. 17 PG. 951

THE STATE OF TEXAS

COUNTY OF UPSHUR

I, J. B. Hill, Jr.,

County Clerk of the County of Upshur

and State of Texas, having full confidence in Mary Slaughter

with the consent of the Commissioners' Court of Upshur County, Texas, duly entered herein, nominate and appoint the said Mary Slaughter

my true and lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the office of County Clerk

of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 19th day of September 1977

[Signature]

of Upshur County, Texas.

THE STATE OF TEXAS

COUNTY OF UPSHUR

BEFORE ME,

in and for Upshur County, Texas,

on this day personally appeared Mary Slaughter

known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN under my hand and seal of office at Gilmer, Texas,

this 19th day of September 1977

[Signature]

Notary Public, Upshur County, Texas

OATH OF OFFICE

I, Mary Slaughter

do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Deputy County Clerk

and for Upshur County of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward to secure my appointment or the confirmation thereof. So help me God.

Signed Mary Slaughter

Sworn to and subscribed before me, this 19th day of September A. D. 1977

[Signature]

Notary Public, Upshur County, Texas

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

Date Sept. 14, 1977

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

Formal notice is hereby given that Charles Julian
whose principal address is P. O. Box 1223, Ore City
does propose to place a culvert
within the ROW of County Road Meadow Brook Addition
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: Charles Julian

TITLE: _____

ADDRESS: _____

Approved
9-19-77

ARKANSAS LOUISIANA GAS COMPANY VOL. 17 PG. 953
 ENGINEERING DIAGRAM

J. O. NO. _____ W O NO. _____ COUNTY UPSHUR STATE TEXAS

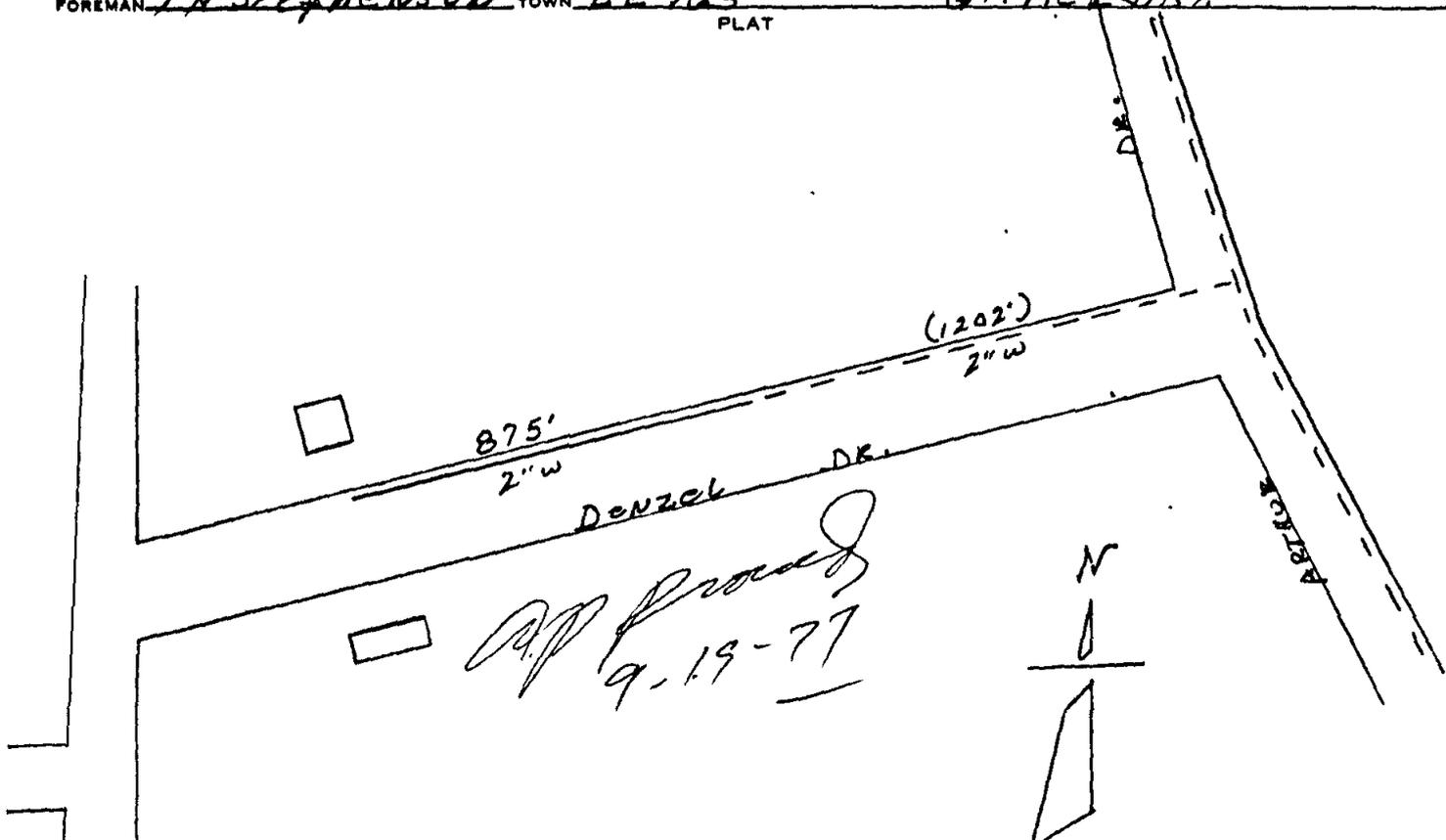
PIPE LAID OR REMOVED

SIZE	STEEL, C I, PLASTIC	HOW COUPLED	AMOUNT	WEIGHT PER FOOT	WALL THK	GRADE	NEW OR #2	COATING	MANUFACTURER	OTHER

FITTINGS AND OTHER MATERIAL

COUNTY PERMIT.

WORK COMPLETED _____ 19 _____ INV MAP RE 765 SERVICE MAP _____ STREET DENZEL DR
 FOREMAN J.H. STEPHENSON TOWN RE 765 PLAT GILMER DIST 2070



BELOW FOR USE OF ENGINEERING DEPARTMENT

C. P.: STA ETC.

LAID

REMOVED

INV MAP

SIZE													

DIAG. NO. _____ CHECKED _____ POSTED AT _____ BY _____

ARKANSAS LOUISIANA GAS COMPANY

VOL. 17 PG. 954

ENGINEERING DIAGRAM

J. O. NO. _____ W. O. NO. _____ COUNTY UPSHUR STATE TEXAS

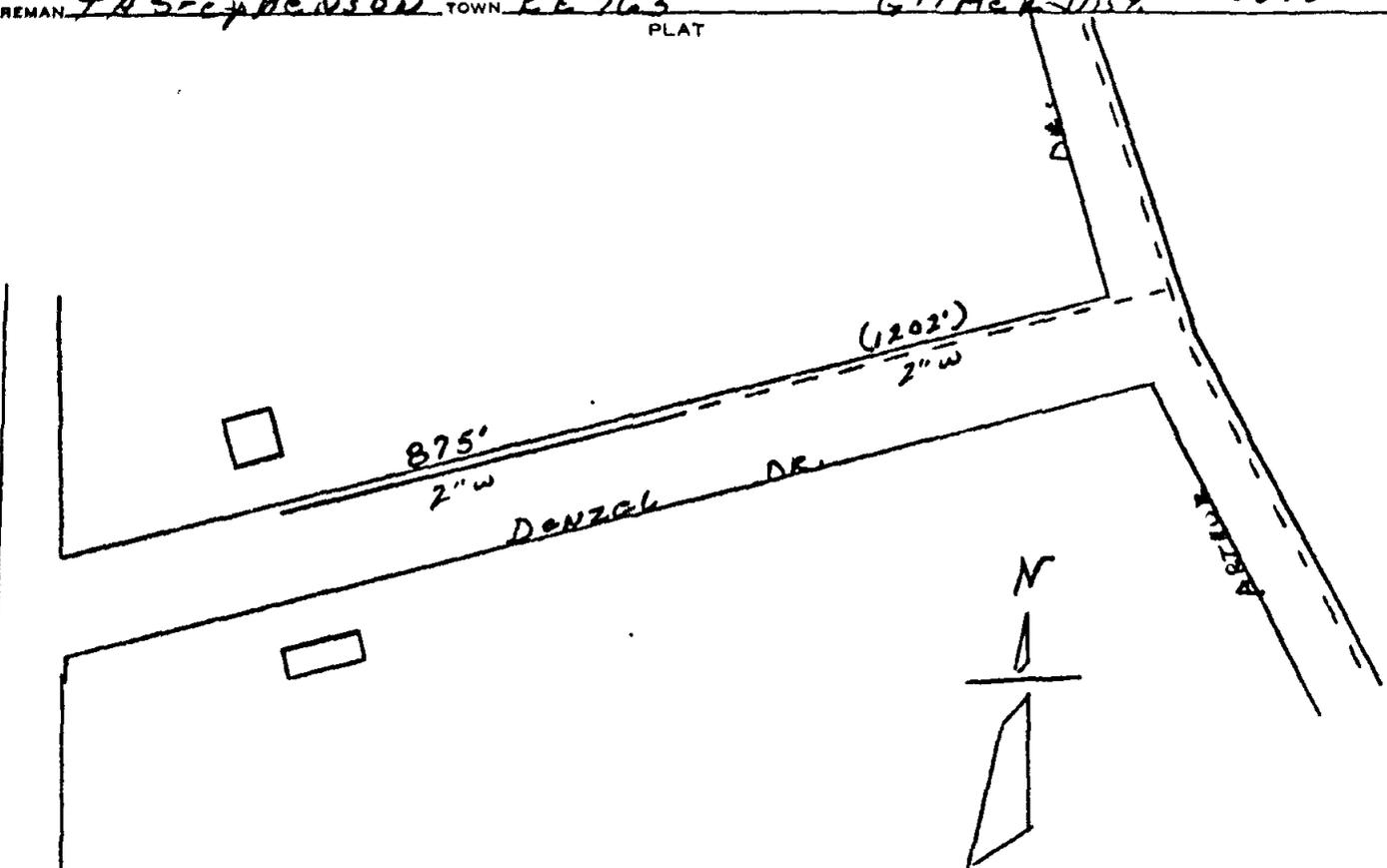
PIPE LAID OR REMOVED

SIZE	STEEL C I. PLASTIC	HOW COUPLED	AMOUNT	WEIGHT PER FOOT	WALL THK	GRADE	NEW OR #2	COATING	MANUFACTURER	OTHER

FITTINGS AND
OTHER MATERIAL

COUNTY PERMIT.

WORK COMPLETED _____ 19____ INV MAP RF 765 SERVICE MAP _____ STREET DENZEL DR
 FOREMAN J. H. SEPHENSON TOWN RF 765 PLAT G. I. MEYER DIST. 2070



BELOW FOR USE OF ENGINEERING DEPARTMENT

C. P. : STA ETC. LAID REMOVED INV MAP

SIZE										

DIAG NO _____ CHECKED _____ POSTED AT _____ REPORT _____ BY _____
 _____ BY _____

ARKANSAS LOUISIANA GAS COMPANY

ENGINEERING DIAGRAM

VOL. 17 PG. 955

J. O. NO. _____ W. O. NO. _____ COUNTY PARISH UPSHUR STATE TEXAS

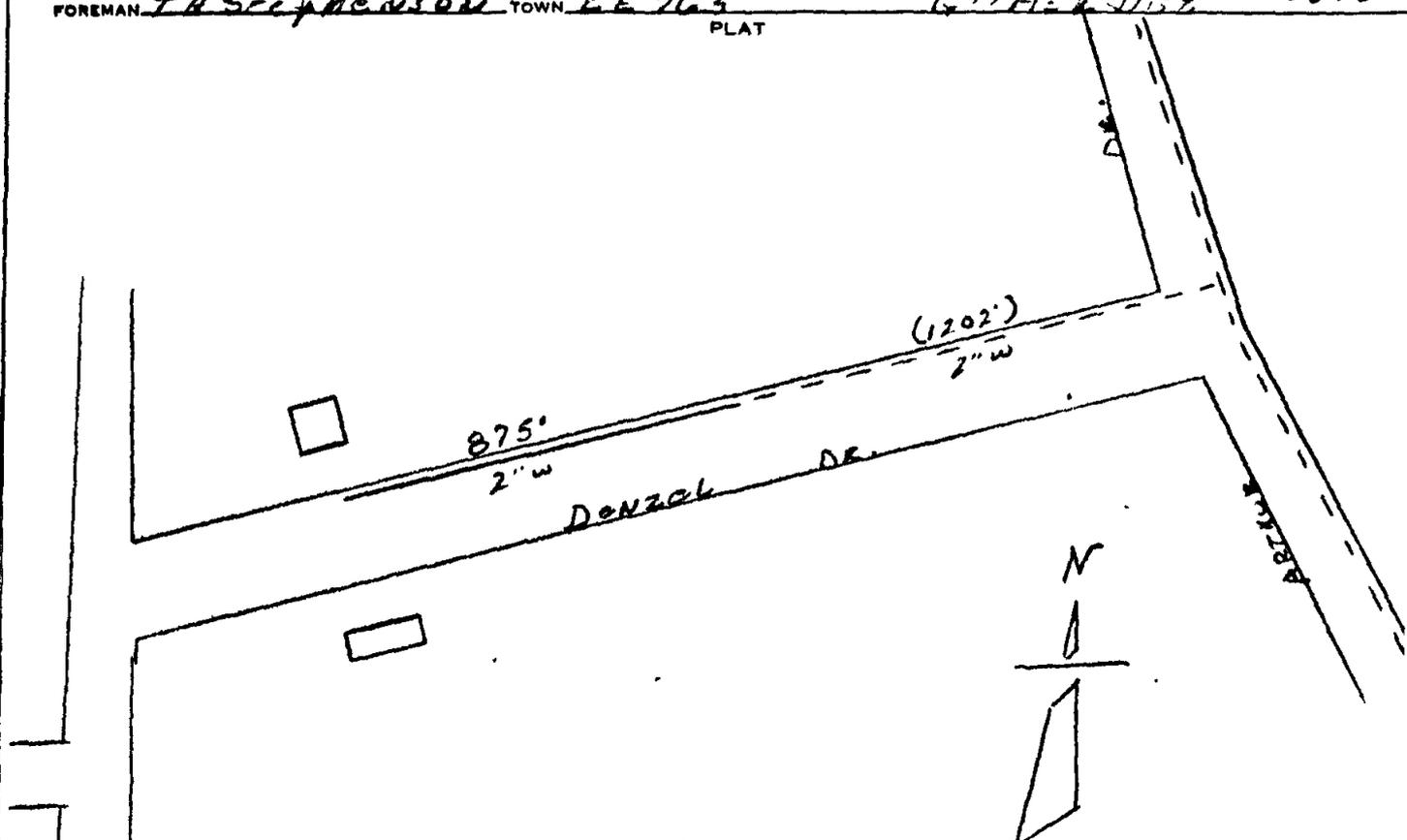
PIPE LAID OR REMOVED

SIZE	STEEL C I PLASTIC	HOW COUPLED	AMOUNT	WEIGHT PER FOOT	WALL THK	GRADE	NEW OR #2	COATING	MANUFACTURER	OTHER

FITTINGS AND
OTHER MATERIAL

COUNTY PERMIT

WORK COMPLETED _____ IS _____ INV. MAP RE 765 SERVICE MAP _____ STREET DENZEL DR
FOREMAN J. H. Stephenson TOWN RE 765 PLAT G. H. H. DIST. 2070



BELOW FOR USE OF ENGINEERING DEPARTMENT

C. P.: STA. ETC. LAID REMOVED INV. MAP

SIZE											

DIAG. NO. _____ CHECKED _____ POSTED AT _____ SPORT _____ BY _____

VOL. 17 PG. 956 -

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

Date Sept. 15, 1977

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

Formal notice is hereby given that Ark. La. Gas Co.
whose principal address is Box 859 Gilmer, Texas 75644
does propose to place a Welded 2" gas main
within the ROW of County Road Denzel Dr. at Camp Joy
as follows: To install 875' 2" welded gas line on Denzel Drive
in Camp Joy (R.E. 765)

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
15 th. day of Sept. 1977

Firm: Ark. La. Gas Co.
Title: Manager J. H. Stephenson
Address: Box 859
Gilmer, Texas

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY R.O.W.Date Sept. 15, 1977TO: THE UPSHUR COUNTY COMMISSIONERS COURT
c/o COUNTY OF UPSHUR
GILMER, TEXAS

Formal notice is hereby given that Ark. La. Gas Co.
whose principal address is Box 859 Gilmer, Texas 75644
does propose to place a Welded 2" gas main
within the ROW of County road Denzel Dr. at Camp Joy
as follows: To install 875' 2" welded gas line on Denzel Drive
in Camp Joy (R.E. 765)

The location and description of the proposed lines or appurtenances
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

15 th. day of Sept. 1977.

Firm: Ark. La. Gas Co.

Title: Manager J. N. Stephenson

Address: Box 859

Gilmer, Texas

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