



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

May 14, 1979

Commissioners Court met in Regular Session with all members present.

Judge Dean read the minutes of May 7, 1979. J.W. Meadows made motion, seconded by Charles Still to approve the minutes as read. Motion carried.

Mr. George Cooper met with the court and presented the minutes pertaining to an order authorizing the issuance of \$500,000 "Upshur County, Texas, certificates of obligation, Series 1979," Dated June 1, 1979. Floyd Drennan made motion, seconded by Charles Still to approve the order for issuance of certificates of obligation. Motion carried. (Copy attached)

J.E. Fielder submitted a permit application to place a driveway culvert within the ROW of county road, Wolverine Road. Motion was made by Floyd Drennan, seconded by J.W. Meadows to approve this permit. Motion carried. (Copy attached)

Motion was made by Charles Still, seconded by Floyd Drennan to approve a permit application submitted by James V. Bachelor to place a culvert within the ROW of county road, Scrub Pine Road. Motion carried. (Copy attached)

Lee Ray, Inc. submitted a Special Road Use Agreement Contract for use of a portion of Upshur County roads located in Pct. #2 & #4. J.W. Meadows made motion, seconded by Floyd Drennan to approve this contract. Motion carried. (Copy attached)

Floyd Drennan made motion, seconded by J.W. Meadows to approve a Special Road Use Agreement Contract submitted by Lee Ray, Inc. for the use of a portion of the roads in Pct. #2 & #4. Motion carried. (Copy attached)

William Robertson submitted a Special Road Use Agreement Contract for the use of a portion of the roads in Pct. #2. J.W. Meadows made motion, seconded by Bernice Nobles to approve this contract. Motion carried. (Copy attached)

Charles Still made motion, seconded by J.W. Meadows to add the names of Stanley Stokes, Betty Stokes, Sheron Darnell, and Runelle Stembridge to the Upshur County Historical Commission for the 1979-80 term. Motion carried. (Copy attached)

Motion was made by J.W. Meadows, seconded by Bernice Nobles to approve a request for the release of \$25,000. Greater Anchorage Area Alaska GO School Bonds Series 1970, from the First National Bank in Dallas. Motion carried. (Copy attached)

Motion made by J.W. Meadows, seconded by Bernice Nobles to appoint Mrs. Bobbie Nugent as election judge for voting Pct. #2 to replace Mrs. Ted Fielden. Motion carried.

Wayne Wilson met with the court asking that a pad be poured for the Civil Defense Unit to be placed on, due to the wet weather. He also requested that repairs be made on one of the trucks. No action taken.

Upshur County Commissioners were sworn in by County Auditor, Keith Barber for the Board of Equalization which will convene July 30, 1979 at 10:00 A.M. and July 31, 1979 at 9:00 A.M. in the Commissioner Court room. (Copy attached)

Charles Still made motion, seconded by Floyd Drennan to approve the change in status of George Pool, JoAnn VanZandt, Paul Davis, Alice P. Blasingame, Karen Glenn, and Joyce Garrett. Motion carried. (Copy attached)



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

Motion was made by J.W. Meadows, seconded by Bernice Nobles to approve a lease agreement with George P. Bane for the use of 1 Allis-Chalmers Model M100B Motor Grader. Motion carried. (Copy attached)

Keith Barber met with the court to discuss the Health and Accident Insurance. No action was taken.

Bernice Nobles made motion, seconded by J.W. Meadows to approve the unpaid bills. Motion carried. (Copy attached)

Bernice Nobles made motion, seconded by J.W. Meadows to adjourn. Motion carried.

Guerritt Deane J.W. Meadows

Bernice Nobles Charles L. Still

Walter D. Dawson

FILED
MAY 21 1979
CLERK UPSHUR COUNTY
1979 MAY 21 AM 10:46

MINUTES PERTAINING TO AN ORDER AUTHORIZING
THE ISSUANCE OF \$500,000 "UPSHUR COUNTY, TEXAS,
CERTIFICATES OF OBLIGATION, SERIES 1979,"
DATED JUNE 1, 1979

THE STATE OF TEXAS §
 §
COUNTY OF UPSHUR §

ON THIS, the 14th day of May, 1979, the Commissioners' Court of Upshur County, Texas, convened in regular 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 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, Texas, authorizing the issuance of \$500,000 'UPSHUR COUNTY, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 1979,' dated June 1, 1979, for the purpose of paying all or a part of the contractual obligations 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, equipment and machinery and for the acquisition of land and rights-of-way for county roads; prescribing the form of the certificates and the form of interest coupons; authorizing claims and accounts to be incurred under the provisions of Article 2368a.1 so the same may be funded or exchanged for certificates; levying a continuing direct annual ad valorem tax on all taxable property within the limits of said County to pay the interest on said certificates and to create a sinking fund for the redemption thereof and providing for the assessment and collection of such taxes; and enacting provisions incident and relating to the subject matter and purpose of this order."

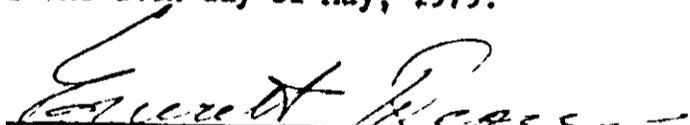
The order was read in full. Thereupon, Commissioner DRENNAN made a motion that the order be passed finally. The motion was seconded by Commissioner STILL and carried by the following vote:

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 14th day of May, 1979.

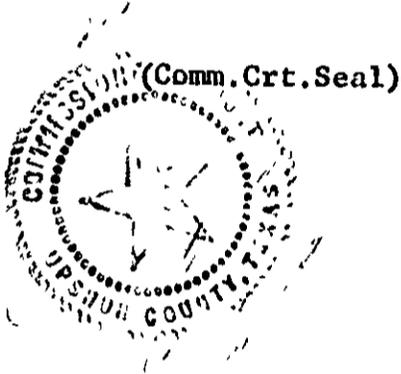


(County Judge, Upshur County, Texas)

ATTEST:



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



PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

Date 5-10-79

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

Normal notice is hereby given that J. E. Fielder
whose principal address is Pittsburg, Route 1
does propose to place a Driveway Culvert
within the ROW of County Road Wolfe Rd.
as follows:

The location and description of the proposed work or
improvements 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__.

NAME: _____

TITLE: _____

ADDRESS: _____

Approved
5-14-79

THIRD
CLASS
MAY 14 PM 12:19

VOE. 19 PE. 356

PERMIT APPLICATION FOR
USE OF USBUR COUNTY RIGHT OF WAY

Date May 9, 1979

TO: THE USBUR COUNTY COMMISSIONERS' COURT
COUNTY OF USBUR
GILMER, TEXAS

Normal notice is hereby given that James V. Bachelor
whose principal address is P. O. Box 1082, Gilmer, Texas 75644
does propose to place a culvert
within the ROW of County Road Scrub Pine Road
as follows:

The location and description of the proposed lines and
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 Usbur County Road &
Bridge Department policies and specifications.

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

BY: James V. Bachelor

TITLE: _____

ADDRESS: _____

*ap proved
- 5-14-79*

FILED
SECTION 501
MAY 14 1979

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, Lee Ray, Inc.,

hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 214 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. 214, 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) Antelope Trail

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 drilling equipment from its lands located in Precinct No. 214, Upshur County.

4.

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

5.

~~First Party agrees to provide to the~~
~~amount of xxxxxxxxxxxxxxxxxxxxxxxx to the~~
~~County Court of Upshur County, Texas~~
~~to insure performance of agreement.*~~

First Party agrees to furnish proof of liability
insurance with _____ to the
(Name of insurance company)
Commissioners Court of Upshur County.*

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 10 day of May,
A.D. 19 79.

Exxon Oil Co.

Neil Winkler
FIRST PARTY P. O. Box 174
Winnsboro, Texas

Garrett Dean
COUNTY JUDGE

James Nichols
COMMISSIONER #1

J.W. Meador
COMMISSIONER #2

C. Hill
COMMISSIONER #3

David Johnson
COMMISSIONER #4

* Strike if not applicable

FILED
JUN 14 1979

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, Lee Ray, Inc.,
hereinafter referred to as First Party, enters into and makes
an agreement with Upshur County Commissioner of Precinct No. 274
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. 274, 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) Bear Trail

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 drilling equipment from its lands located
in Precinct No. 274, 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.

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, William Robertson, 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) Snapdragon Road

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 Hauling Logs from its lands located in Precinct No. 2, Upshur County.

4.

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

~~XX~~
~~XX~~
~~XX~~
~~XX~~

First Party agrees to furnish proof of liability insurance with _____ to the
(Name of insurance company)
Commissioners Court of Upshur County.*

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.

WITNES our hands this the 10 day of May,
A.D. 19 79.

William Robertson by Susan Robertson
FIRST PARTY

Rt. 1 Box 55B
Ore City, Texas 75683

James H. Dean
COUNTY JUDGE

Bernice N. West
COMMISSIONER #1

J. W. Meadows
COMMISSIONER #2

C. J. Mill
COMMISSIONER #3

David L. Linneman
COMMISSIONER #4

* Strike if not applicable

MAY 14 1979

APPOINTMENTS TO THE Upshur COUNTY HISTORICAL COMMISSION FOR THE 1979-80 term:

- * CHAIRMAN Lucille Kay
 Address P. O. Box 551
 City Blg Sandy zip 75755
 phone 636-4512
- * Member Mrs. D. F. Loyd
 Address 727 Pine Street
 City Gilmer zip 75644
 phone 843-3252
- * Member Snab Greene
 Address P. O. Box 270
 City Gilmer zip 75644
 phone 843-2440
- * Member Mrs. Loise Graves
 Address P. O. Box 223
 City Gilmer zip 75644
 phone 843-2646
- * Member Mrs. Jack Ho
 Address P. O. Box 316
 City Gilmer zip 75644
 phone 843-2355
- * Member Mrs. Virginia Carroll
 Address 724 Park Street
 City Gilmer zip 75644
 phone 843-2482
- * Member Mrs. Charlie Coppedge
 Address P. O. Box 23
 City Ore City zip 75693
 phone 908-2541
- * Member Mayor Harry Lucas
 Address 1320 Frost Street
 City Gilmer zip 75644
 phone 843-3236
- * Member Mrs. Phillip Stanley
 Address P. O. Box 26
 City Ore City zip 75693
 phone 908-3111
- * Member Mrs. B. E. Porter
 Address 600 Ford Street
 City Gilmer zip 75644
 phone 843-2931
- * Member J. C. Smith, Treasurer
 Address 527 Park Street
 City Gilmer zip 75644
 phone 843-3894
- * Member Mrs. Morris Eford
 Address P. O. Box 859
 City Gilmer zip 75644
 phone 843-3102
- * Member Mrs. J. C. Smith
 Address 527 Park Street
 City Gilmer zip 75644
 phone 843-3894
- * Member Ied Parrish
 Address RL. 2
 City Gilmer zip 75644
 phone 702-2320

Lucille Kay
 County Judge and president,
 Commission on Court

Please return to: Texas Historical Commission
 P.O. Box 116
 Austin, TX 78711
 Note: Attach additional copies if necessary

VOL. 19 PG. 364

APPOINTMENTS TO THE

Upshur

COURTY HISTORICAL COMMISSION FOR THE 1979-80 term

* CHAIRMAN _____
 Address _____
 City _____ zip _____
 phone _____

* Member **Sheron Darnell**
 Address **Rt. 6 Box 109**
 City **Gilmer** zip **75644**
 phone **762-6335**

* Member **Mrs. Ted Parish**
 Address **Rt. 2**
 City **Gilmer** zip **75644**
 phone **762-2320**

* Member **Runelle Stembridge**
 Address **711 Pine Street**
 City **Gilmer** zip **75644**
 phone **843-3295**

* Member **Temple Ingram**
 Address **208 Tyler Street**
 City **Gilmer** zip **75644**
 phone **843-3300**

* Member _____
 Address _____
 City _____ zip _____
 phone _____

* Member **Doris Morrison**
 Address **Rt. 1 Box 39A**
 City **Big Sandy** zip **75755**
 phone **636-4637**

* Member _____
 Address _____
 City _____ zip _____
 phone _____

* Member **Carolyn Poor**
 Address **P. O. Box 925**
 City **Big Sandy** zip **75755**
 phone **636-4637**

* Member _____
 Address _____
 City _____ zip _____
 phone _____

* Member **Stanley Stokes**
 Address **P. O. Box 156**
 City **Gilmer** zip **75644**
 phone **725-6112**

* Member _____
 Address _____
 City _____ zip _____
 phone _____

* Member **Betty Stokes**
 Address **P. O. Box 156**
 City **Gilmer** zip **75644**
 phone **725-6112**

* Member _____
 Address _____
 City _____ zip _____
 phone _____

Concett Davis
 County Judge, Presiding Officer,
 Commissioners Court
 February 19, 1979

Please return to: _____

VOL. 19 PG. 365

FARMERS AND MERCHANTS NATIONAL BANK
GILMER, TEXAS

FILED
J. D. HILL JR.
CLERK UPSHUR COUNTY

1979 MAY 14 PM 12: 22

April 25, 1979

First National Bank in Dallas
P. O. Box 6031
Dallas, Texas 75283

ATTENTION: Safekeeping

Dear Sir:

Enclosed is a release for \$25,000 Greater Anchorage Area
Alaska GO School Bonds Series 1970 from Upshur County, Texas.

Sincerely yours,

Gary W. Patterson
Assistant Vice-President

RELEASE FOR ABOVE DESCRIBED BONDS.

BY: Kurt Barber

ORGANIZATION OF BOARD OF EQUALIZATION

BE IT REMEMBERED, that on this the 14 day of May
19 79, the Commissioners' Court of Upshur County,
Texas, was duly convened as a Board of Equalization, at the regular meeting
place at the Court House in the town of Gilmer,
Upshur County, Texas, for the purpose of equalizing
the value of all taxable property, located in said County, for the purposes of
taxation for the year 19 79, with all members of said Court, viz:

- Everett Dean County Judge
- Bernice Nobles Commissioner, Precinct #1
- J. W. Meadows Commissioner, Precinct #2
- Charles Still Commissioner, Precinct #3
- Floyd Drennan Commissioner, Precinct #4

present and participating.

That upon convening of said Board, and prior to entering upon their
duties as a Board of Equalization, each of the above named members took and
subscribed to the following oath:

"I, _____, a member of the Board of
Equalization of Upshur County, Texas, for the year
A.D., 19 79, hereby solemnly swear:

"That in the performance of my duties as a member of such Board for
said year, I will not vote to allow any taxable property to stand assessed on the
tax rolls of said County for said year at any sum which I believe to be less than
its true market value, or if it has no market value, then its real value; that I
will faithfully endeavor, and as a member will move to have each item of taxable
property which I believe to be assessed for said year at less than its true market
value, or real value, raised on the tax rolls to what I believe to be its true market
value, if it has a market value, and if not, then to its real value, and that I will
faithfully endeavor, to have the assessed valuation of all property subject to
taxation within said County, stand upon the tax rolls of said County for said year
at its true cash market value, or if it has no market value, then its real value,
I solemnly swear that I have read and understand the provisions contained in the
Constitution and Laws of this State relative to the valuation of taxable property,
and that I will faithfully perform all of the duties required of me under the
Constitution and Laws of this State. So Help Me God."

Upshur County, Gilmer, Texas
14 Day of May, 19 79.

Everett Dean
County Judge

Fernie Nobles
Commissioner, Precinct #1

J.W. Meadows
Commissioner, Precinct #2

Chas. L. Still
Commissioner, Precinct #3

David D. Norman
Commissioner, Precinct #4

SUBSCRIBED AND SWORN TO BEFORE ME, on this the 14 day

of May, 19 79.



Billie Upshur
County Clerk,
County, Texas

ORDER DIRECTING THE COUNTY CLERK
TO ADVERTISE MEETING OF THE BOARD OF EQUALIZATION

BE IT REMEMBERED, that the Board of Equalization in and for
Upshur County, Texas, having been in session
on this 14 day of May A.D., 19 79, the following
order was, upon motion of Commissioner Bernice Nobles,
and duly seconded by Commissioner J. W. Meadows,
unanimously carried and adopted, to-wit:

The County Clerk is hereby authorized and directed to give notice of
meeting of the Board of Equalization by publication in a newspaper published
in Upshur County, Texas, for at least ten days prior
to said meeting of said Board.

The County Clerk is also instructed to give individual notice to all tax
payers whose properties are raised, if their addresses are known.


County Judge

Upshur County, Gilmer Texas,
14 day of May A. D., 19 79.

NOTICE OF EQUALIZATION

In obedience to the order of the Board of Equalization regularly convened and sitting, notice is hereby given that said Board of Equalization will be in session at its regular meeting place in the Court House in the town of Gilmer, Upshur County, Texas, at 10:00 A. M., on Monday, the 30 day of July, 19 79, for the purpose of determining, fixing and equalizing the value of any and all taxable property located in Upshur County, Texas, for taxable purposes for the year 19 79, and any and all persons interested or having business with said Board are hereby notified to be present.

[Signature]
County Clerk, Upshur
County, Texas.

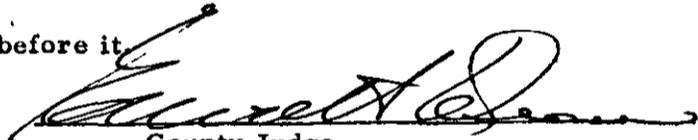
Upshur County, Gilmer Texas,
14 day of May, 19 79.

*Date and hour
of meeting*
July. 30 - 10 AM
July 31 - 9 AM

ORDER RECESSING BOARD OF EQUALIZATION

BE IT REMEMBERED, that the Board of Equalization for
Upshur County, Texas, having been regularly
convened and BEING IN SESSION ON THIS the 14 day of May
A.D., 1979, the following order was upon motion of Commissioner
Charles Still, duly seconded by Commissioner Floyd Drennan
unanimously carried and adopted, to-wit:

There being no further business now necessary to be transacted
by said Board of Equalization, it is ordered that said Board do now recess
until 10:00 a.m., the 30 day of July A.D., 1979, at
which time said Board of Equalization will further resume the transaction of
such business as may then come before it.

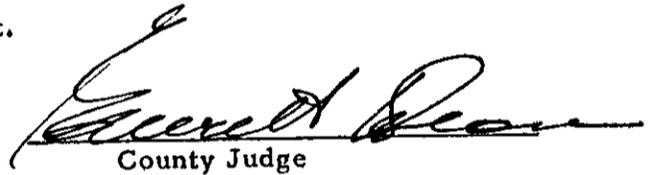

County Judge

Upshur County, Gilmer Texas,
14 day of May A.D., 1979.

ORDER RECESSING BOARD OF EQUALIZATION

BE IT REMEMBERED, that the Board of Equalization for
Upshur County, Texas, having been regularly
convened and BEING IN SESSION ON THIS the 14 day of May
A.D., 19 79, the following order was upon motion of Commissioner
Charles Still, duly seconded by Commissioner Floyd Drennan
unanimously carried and adopted, to-wit:

There being no further business now necessary to be transacted
by said Board of Equalization, it is ordered that said Board do now recess
until 10:00 a.m., the 30 day of July A.D., 19 79, at
which time said Board of Equalization will further resume the transaction of
such business as may then come before it.


County Judge

Upshur County, Gilmer Texas,
14 day of May A. D., 19 79.

PRITCHARD & ABBOTT
VALUATION CONSULTANTS

HOME OFFICE FORT WORTH

AMARILLO
HENDERSON
HOUSTON
ODESSA

ESTABLISHED - 1926
MINERAL INDUSTRIAL UTILITY & REAL ESTATE APPRAISALS
DATA PROCESSING - COMPLETE AD VALOREM TAX SERVICE

1200 HWY 79 NORTH
P O BOX 430
HENDERSON TEXAS 75682
(214) 687-2888
(214) 687-7516

ALASKA
KANSAS
TEXAS

April 20, 1979

Honorable Everett Dean
Upshur County
Gilmer, Texas 75644

Dear Sir:

Enclosed are suggested forms to be used by the Commissioners' Court on the second Monday in May to organize as the Board of Equalization for 1979.

A suggested date for the final meeting of the Board of Equalization is shown below. House Bill #18, passed during the 1978 Special Session of the Legislature, and effective January 1, 1979, requires the Tax Assessor to give notice to all taxpayers whose property is reappraised and the value is increased more than \$100. in market value and providing that the notice be mailed twenty (20) days prior to the first public meeting of the Board of Equalization to hear taxpayers. House Bill #18 also requires additional procedures by the Tax Collector and Commissioners' Court and additional meetings to establish the tax rate for 1979.

These additional requirements make it necessary to hold the meetings of the Board of Equalization to allow sufficient time to perform these tasks, and in many cases, the suggested date for 1979 is different from the time when you have traditionally held your meeting. Your consideration of the suggested date will be appreciated; however, if this date does not meet with the approval of the court, please indicate the desired date on the enclosed copy of this letter and return in the enclosed stamped envelope.

Yours truly,

PRITCHARD & ABBOTT

By: Wayland Irwin

WAYLAND IRWIN

Suggested Date: July 30 - 10:00 A.M.

Date Set by
Commissioners' Court: July 30, 1979
10 AM.

Everett Dean
County Judge

Date: May 14, 1979

CHANGE IN STATUS
OF EMPLOYEEDate Approved May 14, 1979Effective Payroll Date May 31, 1979

<u>Name</u>	<u>Department</u>	<u>Present Class</u>	<u>Present Salary</u>	<u>Proposed Class.</u>	<u>Proposed Salary</u>
George Pool	Road & Bridge 3	6K	780.40	6L	790.67
JoAnn VanZandt	County Sheriff	8I	778.95	8J	789.48
Paul Davis	Road & Bridge 4	4C	650.88	4D	660.45
Alice P. Biasingame	County Clerk	1B	488.15	1C	492.99
Karen Glenn	Justice of Peace	2C	538.60	2D	546.52
Joyce Garrett	Tax Office	1A	483.32	1B	488.15

FILED
CLERK OF SUPERIOR COURT
1979 MAY 14 PM 12:23

LEASE AGREEMENT

THIS LEASE, made this the 1st day of May, 1979, between George P. Bane, Inc. of Tyler, Texas, hereinafter known as LESSOR, and Upshur County Precinct 2 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 May 1979, witnesseth that:

Whereas, the LESSEE requires the use of the following equipment: One used Allis-Chalmers Model M100B Motor Grader S/N 2115, equipped with Hydraulic Moldboard 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 1,500.00 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 August 1, 1979, on the following terms:

Table with 3 columns: Payment amount and date, and two empty columns for numbers 13-24. Rows include: 1. \$1,500.00 due May 1, 1979; 2. \$1,500.00 due June 1, 1979; 3. \$1,500.00 due July 1, 1979; 4. If Motor Grader purchased by Upshur County 90% of all rentals paid to apply to Purchase Price.

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 \$31,500.00 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 [Signature] UPSHUR COUNTY PRECINCT 2 LESSEE

By [Signature] County Judge

ATTEST [Signature] County Clerk

[Signature] Commissioner, Precinct No 1

[Signature] Commissioner, Precinct No 2

[Signature] Commissioner, Precinct No 3

[Signature] Commissioner, Precinct No 4

STATE OF TEXAS COUNTY OF

_____, County Clerk in and for _____ 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 _____ as LESSOR, and _____ County, Texas, as LESSEE, and the same appears of record in Vol. _____, Page _____, of the COMMISSIONERS' COURT MINUTES of _____ County, Texas.

Given under my hand and seal of office, this, the _____ day of _____, 19____ A. D.

County Clerk, _____ County, Texas

GENERAL

<u>Claim No.</u>	<u>Pay To:</u>	<u>Classification</u>	<u>Amount</u>
423	Postmaster	Supplies	500.00
424	Andrew B. Etter	Services & Charges	8.00
425	West Publishing Company	Supplies	46.25
426	Hill Printing & Stationery Co.	Supplies	328.52
427	Elliott Office Equipment	Capital Outlay 160.00	166.60
"	"	Supplies 6.60	
428	Hartgraphics	Supplies	188.93
429	The Gilmer Mirror	Supplies 927.20	1,004.60
"	"	Services & Charges 77.40	
430	Stafford - Lowdon Company	Supplies	248.16
431	General Telephone	Services & Charges	756.61
432	Business Records Corporation	Supplies	642.05
433	Story - Wright, Inc.	Supplies	79.20
434	Walraven	Supplies	117.10
435	Copy Products	Supplies	732.44
436	Lowell C. Holt	Services & Charges	100.00
437	Jack G. Scott	Services & Charges	291.06
438	J. Michael Smith	Services & Charges	125.00
439	Harry Heard	Services & Charges	50.00
440	Gilmer Wholesale Grocery Company	Supplies	15.60
441	IBM Corporation	Supplies	75.22
442	Perry Brothers, Inc.	Supplies	17.25
443	M & T Office Machines	Capital Outlay	143.95
444	White's Auto Store	Supplies	83.72
445	Machinery Supply	Supplies	69.77
446	Turner's Super Service	Supplies	8.16
447	Construction Supply Company, Inc.	Supplies	36.00
448	Welco Sales, Inc.	Supplies	52.80
449	Wilson Distributing Company	Supplies	94.00
450	Hogg's Pharmacy	Supplies	54.40
451	Gilmer Gardens	Supplies	9.50
452	West Chemical Products, Inc.	Supplies	300.00
453	L & S Hardware	Supplies	82.54
454	Sisson & Son, Inc.	Supplies 149.00	281.00
"	"	Services & Charges 132.00	
455	City of Gilmer, Water Department	Services & Charges	70.70
456	Swepeco	Services & Charges	925.72
457	Gilmer, D. P. S.	Services & Charges	25.00
458	Exxon Company, U.S.A.	Supplies	494.68
459	Industrial Uniform & Towel Service	Supplies	64.00
460	The Presley Company	Supplies	419.72
461	Stegall Laundry	Supplies	32.40
462	Shafer Rexall Pharmacy	Supplies	8.10
463	American Petrofina Co. Of Texas	Supplies	43.77
464	Gulf Oil Corporation	Supplies	85.01
465	Mobil Oil Corporation	Supplies	212.75
466	Phillips Petroleum Company	Supplies	20.07
467	Diamond Shamrock	Supplies	41.51
468	Ragland - Fenlaw - Ford Clinic	Services & Charges	10.00

GENERAL CONTINUED

<u>Claim No.</u>	<u>Pay To:</u>	<u>Classification</u>	<u>Amount</u>
469	Racal - Milgo	Services & Charges	105.00
470	Yazell Chevrolet - Olds	Services & Charges	11.55
471	Whiteside-Steelman Garage	Services & Charges	61.54
472	Beavers Motor Company	Services & Charges	613.55
473	Hank's Frame & Wheel Service	Services & Charges	10.50
474	Newsome Garage	Services & Charges	34.85
475	MUW County Probation System	Services & Charges	1,216.70
476	MUW County Probation System	Services & Charges	193.50
477	M. P. H. Industries, Inc.	Services & Charges	40.35
478	Kustom Signals, Inc.	Services & Charges	35.04
479	The University of TX Medical Branch Hos.	Services & Charges	24.55
480	Doubleday & Company, Inc.	Supplies	99.84
481	Thames Book Company	Supplies	16.97
482	Brodart, Inc.	Supplies	414.97
483	Marshall Business Equipment	Supplies	55.00
484	A. B. Dick Products	Supplies	212.57
485	Quill Corporation	Supplies	25.53
486	Robert D. Bruce	Services & Charges	8.00
487	Burnice Ashbrook	Services & Charges 9.00	139.95
		Capital Outlay 129.95	
488	James Beasley	Services & Charges	15.97
489	Phillips Petroleum Company	Supplies	45.02
490	Diamond Shamrock	Supplies	51.99
491	R & B #1	Transfers	7,127.18
492	R & B #2	Transfers	7,409.93
493	R & B #3	Transfers	8,571.66
494	R & B #4	Transfers	7,625.07
495	First National Bank	C.D. Purchase	75,000.00
496	Patsy Griffith	Services & Charges	37.15
		TOTAL	<u>118,363.79</u>

UNDIVIDED ROAD & BRIDGE

14	First National Bank	C. D. Purchase	85,000.00
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ROAD & BRIDGE #1

<u>Claim No.</u>	<u>Pay To:</u>	<u>Classification</u>	<u>Amount</u>
109	Long Motor Company, Inc.	Maintenance 142.80	219.37
		Supplies 76.57	
112	Smith Oil Company	Supplies	234.00
113	Ken Logan	Supplies	84.00
114	Edward Lee Johnson	Supplies	64.00
115	First National Bank	C.D. Purchase	42,000.00
		TOTAL	<u>42,601.37</u>

ROAD & BRIDGE #2

147	Whiteside & Steelman Garage	Maintenance	14.50
148	Yazell Chevrolet - Olds.	Supplies	9.00
151	Langley Equipment Company	Supplies	35.00
152	Economy Auto Supply	Supplies	21.75
154	George P. Bane, Inc.	Supplies	503.95
155	Etex Telephone Coop., Inc.	Utilities	36.98
156	Mill & Welding Supply Company	Supplies	12.40
157	First National Bank	Purchase of C.D.	57,000.00
		TOTAL	<u>57,633.58</u>

ROAD & BRIDGE #3

117	Grady Holmes	Supplies	203.40
118	Big Snady Hardware, Inc.	Supplies	29.53
119	Construction Supply Company, Inc.	Supplies	10.99
120	George P. Bane, Inc.	Supplies	244.30
121	Economy Auto Supply	Supplies	71.33
122	Crow's Texaco	Supplies	22.00
124	Darby Equipment Company, Inc.	Supplies	45.27
126	Gilmer Tire & Automotive Supply	Supplies	132.49
127	First National Bank	C.D. Purchase	20,000.00
		TOTAL	<u>20,759.31</u>

ROAD & BRIDGE #4

137	Grady Holmes	Supplies	51.75
142	Economy Auto Supply	Supplies	65.69
143	Modern Ford Tractor Company	Supplies	284.54
144	Ellis Wade Trim Shop	Supplies	16.00
153	Rex Varner	Extra Labor	11.60
154	Charles Varner	Extra Labor	11.60
155	Billy Varner	Extra Labor	11.60
156	Don Hensley	Extra Labor	11.60
157	Butane Gas & Electric Company, Inc.	Supplies	5.01
158	Gilmer Tire & Automotive Supply	Supplies	138.86
159	First National Bank	C.D. Purchase	22,000.00
		TOTAL	<u>22,608.25</u>

REVENUE SHARING

<u>Claim No.</u>	<u>Pay To:</u>	<u>Classification</u>	<u>Amount</u>
56	Darr Equipment Company	Capital Outlay	751.50
57	Allen Machinery Company, Inc.	Capital Outlay,	655.00
		TOTAL	<u>1,406.50</u>

LAW LIBRARY

17	Bancroft - Whitney	Supplies	78.10
18	West Publishing Company	Supplies	22.00
		TOTAL	<u>100.10</u>

SALARY

47	State Reserve Life Insurance Co.	Insurance	29.11
48	Transport Life Insurance Company	Insurance	135.00
49	Metropolitan Life Insurance Company	Insurance	3,668.89
50	Family Cancer Plan	Insurance	264.30
51	TCDRS	Retirement	5,775.26
		TOTAL	<u>9,872.56</u>

JURY

15	Salary Fund	Bailiff	132.66
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MUM DISTRICT PROBATION

8	MUM County Probation System	Monthly Requisition	9,531.00
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TREASURER'S

BY C. H. Pi

FROM 1-1-79

	Balance Last Report	Amt. Rec Since Last Report
1. General	26,199.80	266,847.09
2. Salary	38,690.15	216,116.42
3. R&B	8,562.38	127,332.97
4. R&B 1	7,463.39	30,133.52
5. R&B 2	2,099.91	31,234.80
6. R&B 3	8,496.58	43,604.48
7. R&B 4	9,583.97	31,770.46
8. Perm Imp.		
9. Per. School	15,127.18	27,801.18
10. Social Sec.		
11. Jury	2,711.20	123.30
12 R&B 3A Int. & Skg.		
13. Upshur Co. Immunization L O S E E	1,191.00	936.00
14. Road Dist. 1-C Avail.		
15 Upshur Co. Fed. Rev Shar'g	4,120.43	46,578.00
16. Upshur Law Library	1,683.57	545.00
17 R O. W	10,558.41	1,273.90
18. Crim. Justice Plan	4,513.10	2,407.50
19 District Adult M U W Co. Probation	11,487.00	25,009.33
20.	152,488.07	815,713.95

LIST OF BONDS AND PERM

10 Liberty Eylau	I. S. D.	\$10,000.00
9 City of Killeen		9,000.00
15 Central Heights	I. S. D.	15,000.00
8 Bowie Co. Common School		8,000.00
6 Huntington Rural High School		6,000.00
7 West Sabine	I. S. D.	7,000.00
6 Ore City	I. S. D.	6,000.00
5 Leander	I. S. D.	5,000.00
8 Livingston	I. S. D.	8,000.00

QUARTERLY REPORT

VOL. 19 PG. 386

man _____ COUNTY TREASURER

TO 3-31-79 INCLUSIVE

Disbursements	XXXXXXXXXX	XXXXXXXXXX	BALANCE	
289,099.21	C. D.	\$150,000.00	3,947.68	1.
175,944.35			78,862.22	2.
132,285.99	C. D.	85,000.00	3,609.36	3.
34,213.04	C. D.	35,000.00	3,383.87	4.
32,329.71	C. D.	50,000.00	1,005.00	5.
50,161.65	C. D.	12,000.00	1,939.41	6.
41,344.00	C. D.	15,000.00	10.43	7.
				8.
40,000.00			2,928.36	9.
				10.
1,139.17			1,695.33	11.
				12.
1,191.00			936.00	13.
				14.
50,390.28	C. D.	20,000.00	308.15	15.
1,226.80			1,001.77	16.
10,250.00	C. D.	10,000.00	1,582.31	17.
3,065.00			3,855.60	18.
28,593.00			7,903.33	19.
891,233.20	Total C. D.'s	\$ 377,000.00	112,968.82	20.

ID OTHER SECURITIES ON HAND

ANENT SCHOOL FUND

F & M National Bank	10,000.00
F & M National Bank	28,000.00
First National Bank	80,000.00
TOTAL ALL BONDS	192,000.00

UPSHUR COUNTY

TREASURER'S QUARTERLY REPORT

Covering Period

From 1-1-79

To 3-31-79 Inclusive

Date Filed

By

C. H. Pittman

County Treasurer, Upshur County

THE STATE OF TEXAS)
COUNTY OF UPSHUR)

BEFORE ME, the undersigned authority, on this day personally appeared *C. H. Pittman*, County Treasurer of Upshur County, who being by me duly sworn, upon oath, says that the within and foregoing report is true and correct

C. H. Pittman, County Treasurer
SWORN TO AND SUBSCRIBED before me this 30 day of May, 1979

J. B. Wallace Jr., Clerk
County Court, Upshur County, Texas

BEFORE ME *J. B. Wallace Jr.*, County Clerk, Upshur County, Texas, on this day personally appeared *Everett Duran*, County Judge; *Bernice Nettles*,

Commissioner, Precinct No. 1; *J. W. Meadows*, Commissioner, Precinct No. 2, *Chas L. Still*, Commissioner, Precinct No. 3; and *Floyd Drummond*

Commissioner, Precinct No. 4, who after being duly sworn by me state under their oath, that the have examined the foregoing County Treasurer's Report, of Upshur County, Texas, and find the same to be correct to the best of their knowledge and belief.

Everett Duran
County Judge

Bernice Nettles
Commissioner, Precinct No. 1

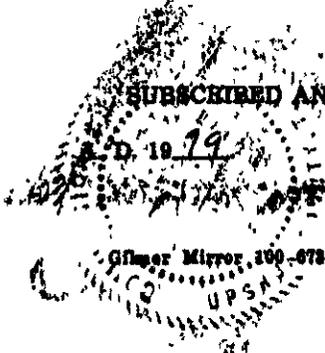
J. W. Meadows
Commissioner, Precinct No. 2

C. L. Still
Commissioner, Precinct No. 3

Floyd Drummond
Commissioner, Precinct No. 4

SUBSCRIBED AND SWORN TO Before me, this 30 day of April

J. B. Wallace Jr.
County Clerk, Upshur County, Texas





FIRST NATIONAL BANK

MELVIN CROSS
PRESIDENT

May 16, 1979

J.B. Hill,
County Clerk
Upshur County
Gilmer, Texas 75644

Dear Mr. Hill:

This is to certify that you have returned two bank money orders in the amount of \$10,000 (28633) and \$500.00 (28634) made payable to Commissioners Court Upshur County dated February 9, 1979.

Yours truly,

FIRST NATIONAL BANK

A handwritten signature in cursive script, appearing to read "Melvin Cross".

Melvin Cross
President

Post Office Box 520 • Gilmer, Texas 75644 • (214) 843-2551