



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

July 16, 1979

Commissioners Court met in Special Session with Commissioners J. W. Meadows, Floyd Drennan, Charles Still and Judge Dean present. Commissioner Bernice Nobles was absent due to illness.

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

Motion made by J. W. Meadows, seconded by Charles Still, to approve a Special Road Use Agreement Contract submitted by Texas Oil & Gas Corporation to use portion of Bluebonnet Lane East from Highway 271, located in Precinct #2. Motion carried. (Copy attached.)

Judge Dean opened 2 bids received in response from advertising for oil:

1. Dorchester Refining Co. - - - \$23.00 per barrel
P. O. Box 31049
Dallas, Texas 75231
2. Wilson-Riley, Inc. - - - \$24.15 per barrel
P. O. Box 4010
Tyler, Texas 75710

Motion was made by J. W. Meadows, seconded by Floyd Drennan to accept both bids. Motion carried. (Copy attached.)

Motion was made by J. W. Meadows and seconded by Floyd Drennan to approve Job Change Status of the following employees: Carrie Fulson -CTA, Karmen Knight-CA, Addie Rene Morris-CC, and Hubert Manning-Pot.#2. Motion carried. (Copy attached.)

Motion made by Floyd Drennan to approve unpaid bills, seconded by Charles Still. Motion carried. (Copy attached.)

Don Faulkberry of Business Records meet with the court to discuss and explain the cost of Computer Indexing of County Records. No action was taken at this time.

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

Floyd Drennan

J. W. Meadows

Bernice Nobles

Charles Still

Floyd Drennan

FILED
J. P. JR.
CLERK UPSHUR COUNTY
1979 JUL 23 AM 11:01

SPECIAL ROAD USE AGREEMENT CONTRACT

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) Approx 1/4 mile fo Bluebonnet Lane East from
Hiway 271.

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.

5.

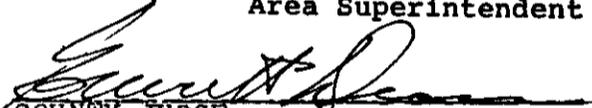
First Party agrees to post surety bond in the amount of NONE to Upshur County Commissioners Court to insure performance of agreement.

6.

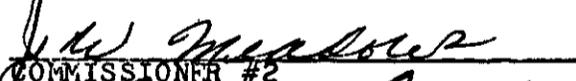
Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S. are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

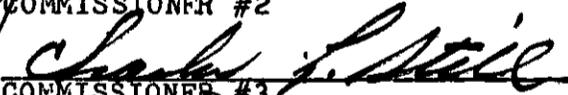
WITNESS our hands this the 11 day of July,
A.D. 19 79.

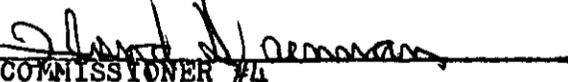

FIRST PARTY Bill H. Thompson
Area Superintendent


COUNTY JUDGE

COMMISSIONER #1


COMMISSIONER #2


COMMISSIONER #3


COMMISSIONER #4

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 - 1st 2 (Texas Road Oil)

in an amount up to 30,000 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 30th day of September, 19 80.

C. Oil will be delivered

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

Twenty-Three Dollars (\$23.00) per barrel.

~~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~~



~~(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: July 12, 1979

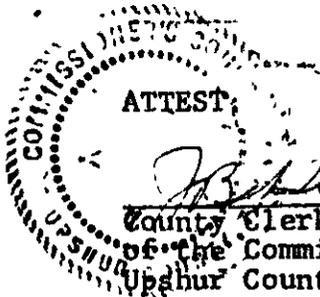
[Signature]
Bidder: Dorchester Refining Company
Address: P.O. Box 31049
Dallas, Texas 75231

ACCEPTANCE

The foregoing proposal is hereby accepted by the Commissioners' Court of Upshur County, this the 16th day of July, 1979

UPSHUR COUNTY

By: *[Signature]*
County Judge



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

THIS AGREEMENT MAY BE CANCELLED BY EITHER PARTY ON FIVE DAYS' NOTICE.

PROPOSAL AND CONTRACT FOR
TRANSPORTATION OF ROAD OIL

A. The bidder represents that he has been engaged in and is fully equipped, competent, and capable of delivering road oil, and is ready and willing to perform such delivery in accordance with the provisions of the notice to bidders and this proposal.

B. The bidder agrees that, as contemplated by the notice to bidders, it will deliver oil to the County:

(1) in bulk to the County at the place or places designated by it at the price of

or (2) deliver in transport and apply directly to the road at the price of *24 15 1/100 lbs*

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 (2) 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:

19 JUL 16 PM 1:31

FILED
JUL 16 1961
CLERK UPCHUR COUNTY

(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: July 13, 79

Bidder: W. C. ...
Address: W. C. ...
100 ...
...

ACCEPTANCE

The foregoing proposal is hereby accepted by the Commissioners' Court of Upshur County, this the 16th day of July, 1979

UPSHUR COUNTY

By: Ernest ...
County Judge

ATTEST:

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



FILED
J. ...
CLERK UPSHUR COUNTY
26 11 16 PM 1979



Dallas Texas 75201

Trinity Universal Insurance Co
Security National Insurance Co.
Trinity Universal Insurance Co
of Kansas, Inc.

BID BOND

Know all Men by These Presents,

That we, Wilson-Riley, Inc.

P.O. Box 4010

of Tyler, Texas 75710 (hereinafter called the Principal), as

Principal, and Trinity Universal Insurance Co.

(hereinafter called the Surety), as Surety are held and firmly bound unto _____

Commissioner Court of Upshur County

(hereinafter called the Obligee) in the penal sum of

5% of amount bid DOLLARS

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED and SEALED this 16th day of July 19 79

THE CONDITION OF THIS OBLIGATION IS SUCH That, whereas the Principal has submitted or is about to submit a proposal to the Obligee on a contract for 15,000 barrels of "roadoil" by September 1, 1980.

NOW, THEREFORE, if the said contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing and give bond with surety acceptable to the Obligee, for the faithful performance of the said contract, then this obligation shall be void; otherwise to remain in full force and effect.

Wilson-Riley, Inc.

Wilson Riley (L.S.)

Trinity Universal Insurance Co.

By James L. Hollman
Attorney-in-Fact.



B-618

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 **JAMES L. HALLMARK, KENNETH THRELKELD,**

BILLY HIBBS OR PAULA ABLES - TYLER, 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

EXCEPT NO AUTHORITY IS GRANTED FOR

1. Open Penalty bonds
2. Bonds where Attorney(s)-in-Fact appear as a party at interest

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 OCTOBER, 19 78

Judy Fagan

JUDY FAGAN ASST. SECRETARY

A. J. Tyler

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 _____ day of _____, 19 _____



Judy Fagan

JUDY FAGAN ASST. SECRETARY

CHANGE IN STATUS
OF EMPLOYEE

Date Approved July 16, 1979

Effective Payroll Date July 31, 1979

Name	Department	Present Class	Present Salary	Proposed Class.	Proposed Salary
Carrie Fulson	CTA	2-G	570.28	2-H	578.20
Karmen Knight	CA	2-C	538.60	2-D	546.52
Addie Rene Morris	CC	1-B	488.15	1-C	492.99
Hubert Manning	Pct. #2	4-B	644.50	4-C	650.88

FILED
J. S. HILL, JR.
CLERK EPSOM COUNTY
1979 JUL 16 PM 1:32

FUNDS
General

<u>Claim No.</u>	<u>Pay To</u>	<u>Classification</u>	<u>Amount</u>
358	Carrie Fulson	Services & Charges	149.22
359	W.C. "Bill" Jones	Services & Charges	34.18
360	Burnice Ashbrook	Supplies	15.83
361	I.B.M. Corporation	Supplies	75.22
362	Underwood Insurance Agency	Services & Charges	179.28
363	General Telephone	Services & Charges	620.81

191	Herbert L. Young	<u>R&B 2</u> Supplies	517.41
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FILED
J.B. HILL, JR.
CLERK CLATSOP COUNTY
1979 JUL 16 PM 1:39

TREASURER'S

BY C. H. Pitman

FROM April 1, 19

	Balance Last Report	Amt. Rec. Since Last Report
1. General	3,945.68	392,081.02
2. Salary	78,862.22	240,478.86
3. R&B	3,609.36	88,329.48
4. R&B 1	3,383.87	163,234.12
5. R&B 2	1,005.00	218,430.86
6. R&B 3	1,939.41	98,483.00
7. R&B 4	10.43	115,969.30
8. Perm. Imp.		
9. Per. School	2,928.36	122,381.26
10 Social Sec.		
11. Jury	1,695.33	10,042.47
12. R&B 3A Int. & Skg.		
13 Upshur Co. Immunization L E O S & E	936.00	1,036.00
14. Road Dist. 1-C Avall.		
15. Upshur Co. Fed. Rev. Shar'g	308.15	63,864.00
16. Upshur Law Library	1,001.77	575.00
17. H. O W.	1,582.31	9,086.91
18 Crim. Justice Plan	3,855.60	2,640.00
19. MU.W Co Probation	7,903.33	31,200.66
20.	112,966.82	1,557,832.94

LIST OF BONDS AN

PERM

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

QUARTERLY REPORT

COUNTY TREASURER

VOL. 19 PG. 529

79 TO June 30, 1979 INCLUSIVE

Disbursements	Transfer In	Transfer Out	BALANCE	
389,211.10	C D	\$215,000.00	6,815.60	1.
263,374.64			55,966.44	2.
85,000.00	C D	\$110,000.00	6,938.84	3.
161,858.79	C D	\$50,000.00	4,759.20	4.
213,222.75	C D	\$60,000.00	6,213.11	5.
101,505.47		\$29,000.00	1,083.06	6.
108,625.84		\$27,000.00	7,353.89	7.
				8.
120,000.00			5,309.62	9.
				10.
11,457.66		\$10,000.00	280.14	11.
				12.
936.00			1,036.00	13.
				14.
63,345.78		\$20,000.00	826.37	15.
563.50			1,013.27	16.
10,000.00		\$10,000.00	669.22	17.
2,407.50			4,088.10	18.
28,593.00			10,510.99	19.
1,560,102.03		\$531,000.00	110,697.73	20.

AD OTHER SECURITIES ON HAND

ANENT SCHOOL FUND

Upshur Co. Perm. School Fund (F.N.)	\$80,000.00
Upshur Co. Perm. School Fund (F & M)	28,000.00
Upshur Co. Perm. School Fund (F.N.)	40,000.00
Upshur Co. Perm. School Fund (F.N.)	30,000.00
TOTAL ALL BONDS	\$252,000.00



UPSHUR COUNTY
**TREASURER'S
QUARTERLY REPORT**

Covering Period

From April 1, 1979

To June 30, 1979 Inclusive

Date Filed July 23, 1979

By

C. H. Pitman
County Treasurer, Upshur County

THE STATE OF TEXAS)
COUNTY OF UPSHUR)

BEFORE ME, the undersigned authority, on this day personally appeared C. H. Pitman, 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. Pitman, County Treasurer

SWORN TO AND SUBSCRIBED before me this 23 day of July, 19 79.

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

BEFORE ME J. B. Hill, Jr., County Clerk, Upshur County, Texas, on this day personally appeared Ernest Dean, County Judge; Bernice Nobles

Commissioner, Precinct No. 1; J. W. Meadows, Commissioner, Precinct No. 2;

Charles Still, Commissioner, Precinct No. 3; and Flayd Drumm

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



Ernest Dean
County Judge

Bernice Nobles
Commissioner, Precinct No. 1

J. W. Meadows
Commissioner, Precinct No. 2

Charles Still
Commissioner, Precinct No. 3

Flayd Drumm
Commissioner, Precinct No. 4

SUBSCRIBED AND SWORN TO before me, this 23 day of July

A. D. 19 79



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

1979 JUL 23 PM 12:23
Mirror 100 078

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