



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

March 3, 1980

Commissioners Court met in Special Session with all Commissioners present. Commissioner Charles Still presided over the meeting in the absence of Judge Everett Dean.

Motion made by Floyd Drennan and seconded by Charles Still for the minutes of February 25, 1980 to stand as read, with correction on Resolution reading U. S. Representative instead of State Representative. Motion carried.

Motion made by Floyd Drennan and seconded by J. W. Meadows to place a letter from Dorchester Refining Company in Court minutes of February 25, 1980. Motion carried.

Charles Still read a letter from Johnny W. Miller, Sanitation Inspector, concerning a well on the property of Kenny Gage. Mr. Miller stated that the well is a possible hazard and should be covered. Motion made by J. W. Meadows and seconded by Bernice Nobles for Charles Still to fill well. Motion carried. (Copy attached.)

Motion made by Bernice Nobles and seconded by J. W. Meadows to approve permit application submitted by Robert T. Osborne to place culvert within ROW of Pheasant Trail. Motion carried. (Copy attached.)

Motion made by Charles Still and seconded by Floyd Drennan to approve permit application submitted by Patsy McPeck to place culvert within ROW of Lemon Trail. Motion carried. (Copy attached.)

Motion made by Floyd Drennan and seconded by J. W. Meadows to pay annual membership dues to the National Assn. of Counties. Motion carried. (Copy attached.)

Dale Jewkes, Deputy, submitted request of leave of absence for approximately 60 days beginning March 1, 1980. Motion made by J. W. Meadows and seconded by Floyd Drennan to approve request. Said leave of absence to be without pay or insurance. Motion carried. (Copy attached.)

Motion made by Floyd Drennan and seconded by J. W. Meadows to approve the Boys Scouts using the Courthouse Lawn for the Boys Scouts Fair, April 5, 1980. Motion carried.

Motion made by J. W. Meadows and seconded by Floyd Drennan to accept Lease Agreement from George P. Bane for use of Motor Graded for Pct. 2, payments to be paid as agreed upon in agreement. Motion carried. (Copy attached.)

Motion made by J. W. Meadows and seconded by Floyd Drennan to place letter from Wilson-Riley, Inc. concerning price of refined road oil in the Court minutes. Motion carried. (Copy attached.)

Charles Still read copy of an Order, signed by Judge Dean, appointing H. A. "Rhodie" Wheeler, temporary Justice of Peace, Precinct #1, in the absence of Justice of Peace, E. S. Simpson. Motion made by Floyd Drennan and seconded by J. W. Meadows to approve Order. Motion carried. (Copy attached.)

Motion made by Floyd Drennan and seconded by J. W. Meadows to place a copy of report submitted by Charles Still on Cypress Bayou Basin in Court minutes. Motion carried. (Copy attached.)



UPSHUR COUNTY COMMISSIONERS COURT
GILMER, TEXAS

Motion made by J. W. Meadows and seconded by Floyd Drennan to approve the unpaid bills. Motion carried. (Copy attached.)

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

J. W. Meadows *J. W. Meadows*

Bernice Nobles *Charles L. Still*

Floyd Drennan

FILED
J.B. HILL, JR.
CLERK UPSHUR COUNTY
1980 MAR 10 PM 2:24

Upshur County Health Dept.

BOX 639

GILMER, TEXAS 75644

February 27, 1960

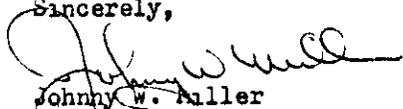
Honorable Everett Dean
Commissioner's Court
Courthouse
Gilmer, Texas 75644

RE: ABANDONED WELL

TO WHOM IT MAY CONCERN:

An inspection of the abandoned well on the Kenny Gage place in
Pritchett, Texas has been made and found to be a possible hazzard
in its present state, and therefore should be covered in order
to abate such a hazzard.

Sincerely,



Johnny W. Miller
Sanitation Inspector
Upshur County Health Department

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

1960 MAR -3 AM 9:56
M:cs

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

Date Feb. 25, 1980

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

Formal notice is hereby given that Patsy McPeck
whose principal address is Rt. 2 Box 323, Gilmer, Texas
does propose to place a culvert installation
within the ROW of County Road Lemon Trail
as follows:

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
_____ day of _____, 19____.

FROM: Patsy McPeck

TITLE: _____

ADDRESS: _____

Approved
3-3-80

FILED
J.B. HILL, JR.
CLERK UPSHUR COUNTY
1980 MAR -3 AM 10:52

Precinct _____

VOL 20 PG. 152



OK

5TH FLOOR • CITIZENS BANK BLDG • KILGORE, TEXAS 75662 • 214/984 8641

SERVING A FOURTEEN COUNTY REGION

MEMBERSHIP DUES STATEMENT

Upshur County
East Texas Council of Governments
Annual Membership Dues
Based on 1970 population:

20,987 x .06

TOTAL AMOUNT NOW DUE \$1,259

05 6 17 8- 11/10 07
11 09 17 3 41 9 58
FILED

National Association of Counties

Offices • 1735 New York Avenue N W , Washington, D C 20006 • Telephone 202/785 9577

INVOICE NO
4086

INVOICE

RENEWAL DATE 04/30/80 COUNTY MEMBER SERVICE FEE for 12 months ending 04/30/81

Your County Population	Cost Per Person	Processing Fee	CMS Fee
00020976	x .012 cents + \$	25.00 =	\$ 277.00

AMOUNT DUE

424590000 UPSHUR
UPSHUR CO JUDGE
MR EVERETT DEAN
COURTHOUSE
GILMER

TX 75644

MINIMUM CMS FEE
\$ 200.00

MAXIMUM CMS FEE
\$ 24000.00

PLEASE ENCLOSE WITH PAYMENT YOUR CURRENT LIST OF ELECTED & APPOINTED OFFICIALS, SO WE CAN UPDATE YOUR MAILING LIST
PLEASE RETURN PINK COPY WITH YOUR PAYMENT



VOL. 20 PG. 153

DOYLE JOHNSON

SHERIFF, UPSHUR COUNTY

P. O. BOX 866

GILMER, TEXAS 75644

PHONE 843-2541

To: Doyle Johnson
From: Dale Jewkes
Subject, leave of absence

Sir:

I wish to request a leave of absence for a period of approximately 60 days to begin on March 1, 1980.

This leave is requested for the purpose of taking care of personal business.

Your consideration of this request will be appreciated.

Dale Jewkes

Dale Jewkes, Deputy

FILED
J.B. HILL, JR.
CLERK UPSHUR COUNTY
1980 MAR -3 AM 9:57

LEASE AGREEMENT

THIS LEASE, made this the 1st day of August, 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 October 1, 1979, on the following terms

1	\$1,500.00 due August 1, 1979	13	19
2	\$1,500.00 due Sept. 1, 1979	14	20
3	\$1,500.00 due October 1, 1979	15	21
4	10	16	22
5	11	17	23
6	12	18	24

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

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

4 The LESSOR hereby gives the LESSEE the option to purchase said Motor Grader in its then condition, at any time during the terms of this LEASE (or within any extension or renewal thereof) or within five days thereafter for the purchase price of \$ 1,500.00 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.

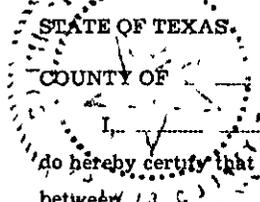
7 It is expressly agreed and understood that this LEASE does not obligate the LESSEE to purchase said Motor Grader or to renew this LEASE. It is further expressly agreed and understood that if in the future the LESSEE avails itself of the option either to renew this LEASE or to purchase said Motor Grader 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 George P. Bane
UPSHUR COUNTY PRECINCT 2 LESSEE
 By Conrad Deane
 County Judge
 ATTEST Wesley J. [Signature]
 County Clerk

[Signature] Commissioner, Precinct No 1
[Signature] Commissioner, Precinct No 2
[Signature] Commissioner, Precinct No 3
[Signature] Commissioner, Precinct No 4



I, _____, 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

LEASE AGREEMENT

between _____
and _____

FILED
J. B. HILL, JR.
CLERK UPSON COUNTY
1960 MAR -3 AM 9:58

Assignment of Lease

Date _____

City _____

State _____

For value received the undersigned does hereby sell, assign, and transfer unto _____

_____ the annexed lease dated _____, 19____,

made by the undersigned to _____ (Lessee's Name) _____ (Address)

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

The Undersigned warrants to _____:

- (1) the title to the property described in said lease;
- (2) that said lease is a valid and original lease;
- (3) that the Lessee in said lease has capacity to contract and that the signatures thereto are the genuine signatures of the parties whose signatures they purport to be;
- (4) that the unpaid balance of the rent specified in said lease is _____ as appears from the face thereof;
- (5) that the Lessee named in said lease (or his assignee) is not in default and has made all payments and has done and performed all acts and things on his part required to be done, paid or performed by the terms of said lease to the date of this assignment;
- (6) that any insurance required by said lease has been effected and is now in full force and effect

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

(L. S)
(Lessor's Signature)

By _____
(Official Title of Company)

The undersigned Lessee acknowledges receipt of copy of the foregoing assignment this _____

day of _____, 19____, and agrees to make all payments due under

said lease to _____ at _____

(L. S)
(Lessee's Signature)

By _____
(Signature of Authorized Officer)

VOL. 20 PG. 156

WILSON-RILEY, INC.

PHONE 597-5051

P. O. BOX 4010 HIWAY 69 NORTH

TYLER, TEXAS 75701

February 25, 1980

Upshur County
c/o Keith Barber
Gilmer, Texas 75644

Dear Sirs,

As per the attached letter from Dorchester Refining Co.,
the price per barrel of refined road oil will be \$23.83
per barrel effective February 28, 1980.

Very truly yours,



Lionel Riley, President
Wilson-Riley Inc.
P. O. Box 4010
Tyler, Texas 75712

FILED
J. B. HILL, JR.
CLERK UPSHUR COUNTY
1980 MAR -3 AM 9 57

Dorchester Refining Company VOL. 20 PG. 127

P O. BOX 1011
WEST FIRST ST
MT. PLEASANT, TEXAS 75455

Telephone
214-572-3511

February 22, 1980

Wilson-Riley, Inc.
P. O. Box 4010
Tyler, Texas 75710

Dear Sirs:

Effective February 28, 1980 the price of Road Oil will increase in the amount of \$2.94 per barrel.

This increase in price is due to the rising costs of Crude Oil and Labor.

We appreciate the business that you have given us in the past and look forward to serving you in the future.

Sincerely,

Hazel L. Martin
Hazel L. Martin
Asphalt Sales

FILED
J. B. HILL, JR.
CLERK DPSHUR COUNTY
1980 MAR -3 AM 9-57

A Subsidiary of Dorchester Gas Corporation

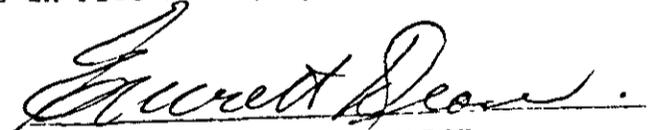
THE STATE OF TEXAS X
COUNTY OF UPSHUR X

ORDER OF THE COUNTY JUDGE OF UPSHUR COUNTY, TEXAS
APPOINTING A TEMPORARY JUDGE TO SERVE DURING THE
ABSENCE OF THE JUSTICE OF THE PEACE, PRECINCT NO.
ONE, UPSHUR COUNTY, TEXAS

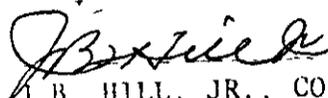
On this the 26th day of February, 1980, it being made known to the undersigned, same being the County Judge of Upshur County, Texas, that the Honorable E.S. Simpson, Justice of the Peace of Precinct 1, Upshur County, Texas, is presently confined in the Good Shepherd Hospital at Longview, Texas with a heart condition and is presently unable to perform his official duties as Justice of the Peace, Precinct 1, Upshur County, Texas

THEREFORE, I Everett Dean, as County Judge, Upshur County, Texas, under the provisions of Article 2399b of the Texas Civil Statutes do hereby appoint the Honorable H A "Rhodie" Wheeler, Justice of the Peace of Precinct 2, Upshur County, Texas to serve as temporary Judge of Precinct 1, Upshur County, Texas, during the absence of the Honorable E.S. Simpson or until further order.

It is further ordered that since Judge Wheeler is currently on the County payroll that he will be compensated in addition to his regular salary and expenses for mileage incurred while acting as temporary Judge in Precinct 1, Upshur County, Texas.


EVERETT DEAN, COUNTY JUDGE,
UPSHUR COUNTY, TEXAS




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

FILED
J.B. HILL, JR.
CLERK UPSHUR COUNTY
1980 FEB 26 PM 3:37



DEPARTMENT OF THE ARMY
FORT WORTH DISTRICT CORPS OF ENGINEERS
P O BOX 17300
FORT WORTH TEXAS 76102

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

1980 MAR -3 AM 10: 52

REPLY TO
ATTENTION OF:

SWFED-PB

28 January 1980

ANNOUNCEMENT OF
PUBLIC PLANNING SESSION FOR
CYPRESS BAYOU BASIN STUDY

PLANNING SESSION TO BE HELD
ON 28 FEBRUARY 1980 AT 7:00 P.M.
IN THE MARSHALL CIVIC CENTER
MARSHALL, TEXAS

In a resolution adopted on 9 May 1979, the Committee on Public Works and Transportation of the U.S. House of Representatives requested that the U.S. Army Corps of Engineers investigate the feasibility of improvements for flood control, water conservation, and other water resources related purposes in the Cypress Bayou Basin in Harrison, Gregg, Marion, Cass, Morris, Titus, Franklin, Wood, and Upshur Counties, Texas, and Caddo Parish, Louisiana.

The U.S. Army Corps of Engineers initiated a comprehensive feasibility study for the Cypress Bayou Basin in October 1979. The total study will require approximately four years. However, a reconnaissance study will be accomplished during the first year which will emphasize the identification of water related problems and needs and establishment of study objectives and also include preliminary formulation and evaluation of alternative solutions. The investigation could be terminated at the completion of the reconnaissance study if further study is determined to be unwarranted. Otherwise, the remainder of the study will emphasize formulation of alternative resource management plans, impact assessment, and evaluation.

Active participation by all interested parties will be greatly needed and encouraged throughout the study. An initial public planning session will be held on Thursday, 28 February 1980, at 7:00 o'clock p.m., in the Marshall Civic Center located on U.S. Highway 59 just north of Interstate Highway 20 in Marshall, Texas. All interested individuals, groups, and agencies are invited and urged to be present or represented at the planning session. Everyone will be given an opportunity to express his or her views and furnish specific data on all aspects of the study, including technical, economic, social, and environmental information. Of particular importance at this time are your views concerning the identification of water related problems and needs and establishment of study objectives. For accuracy of record, submission of important facts and statements in writing is advantageous. Written statements may be handed to the chairman at the planning session or may be mailed to the address on this letterhead.

Please bring this notice to the attention of anyone you know who would be interested. Anyone may be added to the mailing list for future notices and information by registering at the planning session or by sending their name and address to the address on this letterhead. We are looking forward to seeing you and hearing your views at the planning session.



DONALD J. PALLADINO
Colonel, CE
District Engineer

1 Incl
Basin Map

Charles L. Still, County Commissioner
Upshur County
P. O. Box 885
Big Sandy, Texas 75755

Representing Upshur County
G

Gentlemen:

Upshur County is a county of approximately 375,504 acres with approximately 24,000 population. Of this 375,504 acres over 27,000 acres or 70 percent of our total county acreage lies within the Cypress Bayou Basin Area. Within this Cypress Basin drainage area there are located 3,313 individual farms or ranches and this area has a population of approximately 16,800 people.

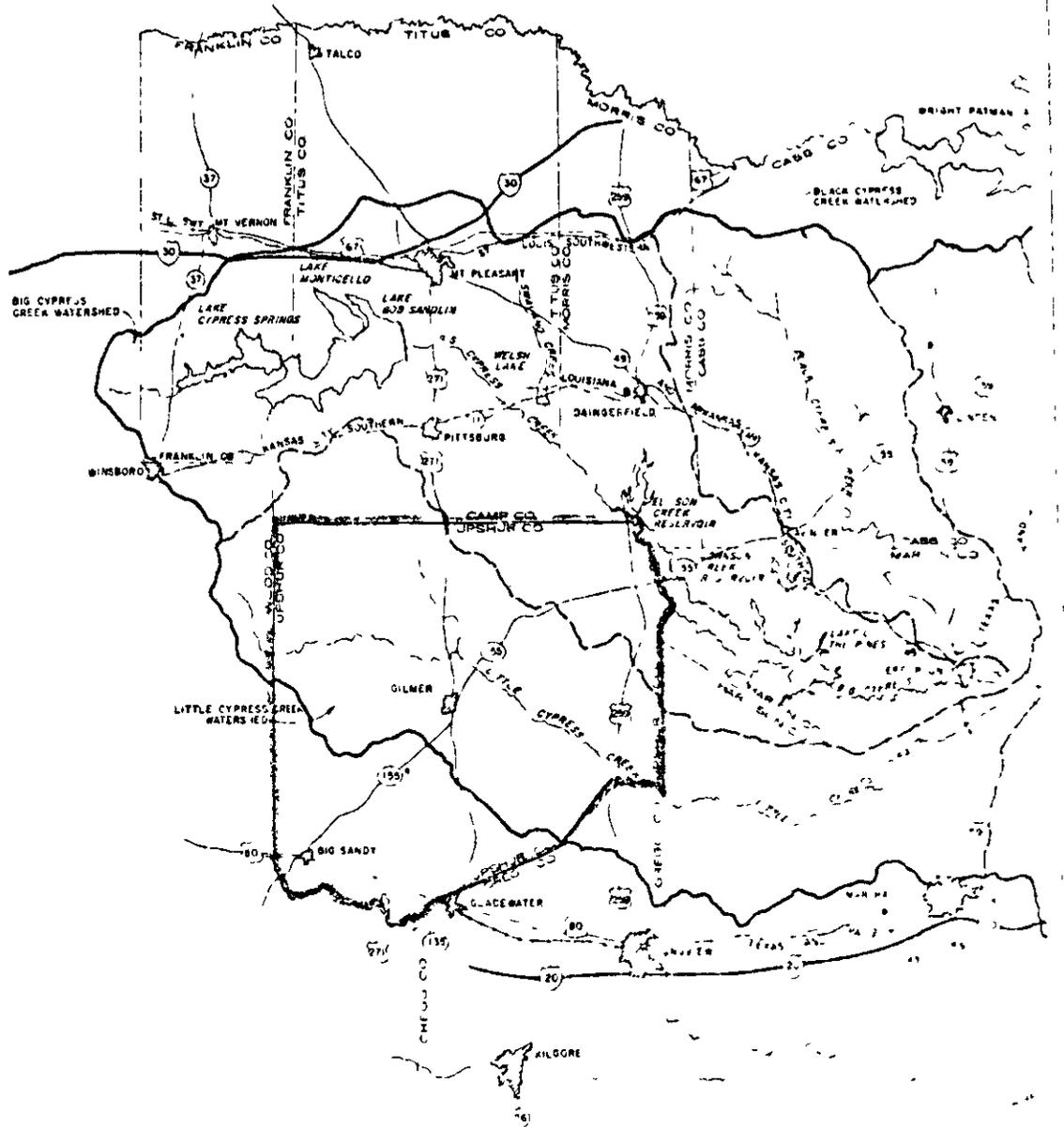
I would ask the following consideration be given the people of Upshur County as the feasibility of the development of the Cypress Bayou Basin is investigated.

1. At a date compatible with the progress of the study, hold a hearing in the city of Gilmer, County Seat of Upshur County, for the purpose of hearing from any and all citizens, who wish to be heard on the pro- or consof any facet of the basin development.
2. See that proper public notice is given that every interested citizen within the county will be made aware of the time and purpose of said hearing.

Sporadic shortages of adequate water for domestic, agricultural, and industrial use has made us more aware of the acute necessity to develop and conserve our water resources. We welcome and appreciate this timely feasibility study.

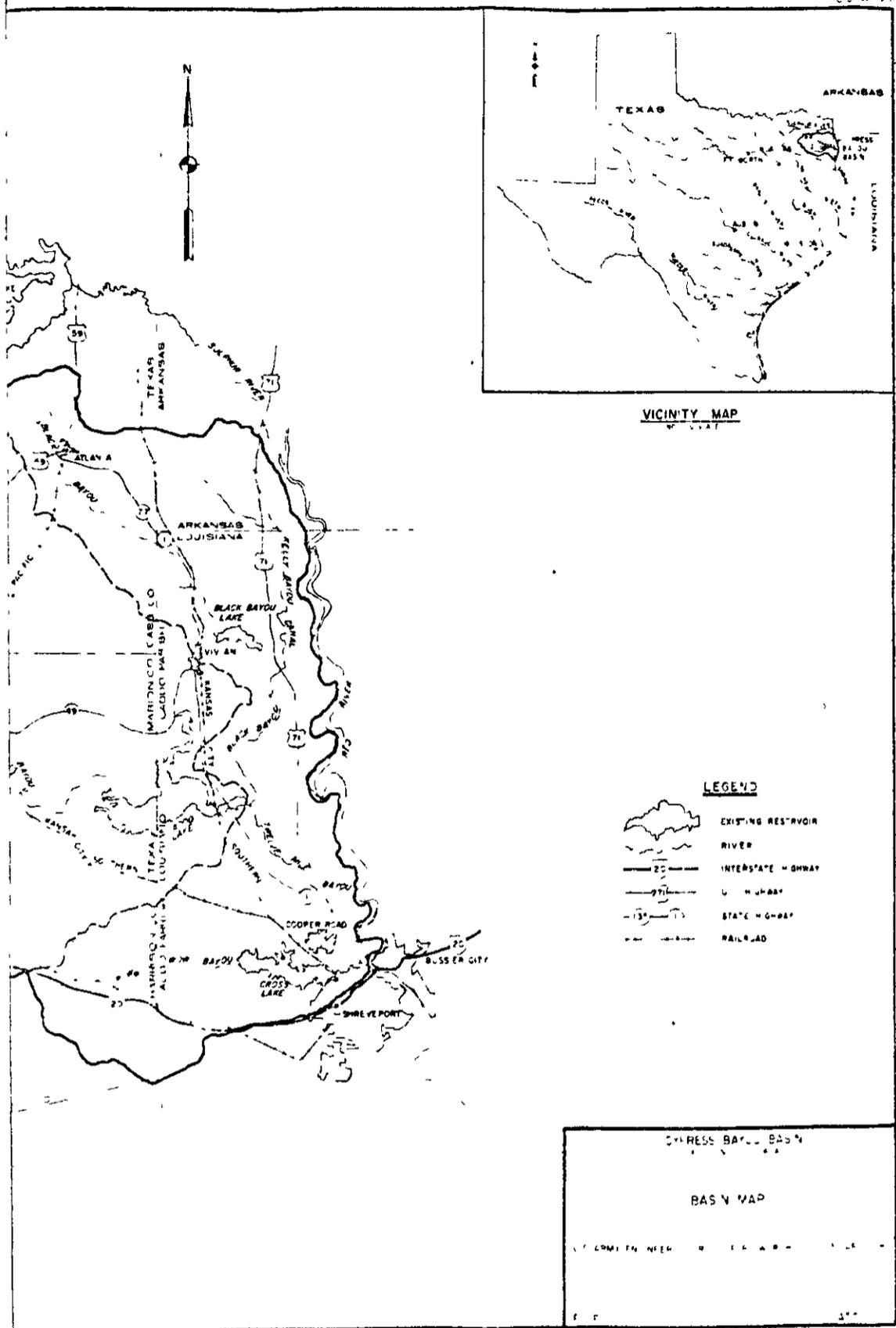
Charles L. Still
Upshur County Commissioner, Prec. #3
P. O. Box 885
Big Sandy, Texas 75755

FILED
J. B. HILL, JR.
CLERK UPSHUR COUNTY
1960 MAR - 3 AM 9:56



FILED
 J. B. HILL, JR.
 CLERK UPSHUR COUNTY
 1990 MAR -3 AM 9:58

U.S. ARMY



VOL. 20 p. 164

March 4, 1980

FUNDS

General

<u>Claim No.</u>	<u>Pay To</u>	<u>Classification</u>	<u>Amount</u>
511	Postmaster	Supplies	500.00
512	Kaufman County Sheriff	Services & Charges	10.00
513	Salary Fund	Salaries	52,736.89
514	Neal Coulter	Services & Charges	5.00
515	Donna Mayfield	Services & Charges	5.00
516	Jack G. Scott	Supplies	183.75
517	The Council of State Government	Supplies	3.00
518	Esco Elevators, Inc.	Supplies	115.25
519	Arkla Gas	Services & Charges	160.74
520	Nobles Ref. & Air Cond.	Supplies	35.00
521	James Beasley	Services & Charges	42.56
522	Johnny Miller	Services & Charges	191.38
523	Wayne Wilson	Services & Charges	5.00
524	Troy Cox	Services & Charges	5.00
		<u>R&B #1</u>	
93	Salary Fund	Salaries	6,988.18
		<u>R&B #2</u>	
114	Salary Fund	Salaries	6,990.24
		<u>R&B #3</u>	
93	Salary Fund	Salaries	7,626.91
		<u>R&B #4</u>	
117	Salary Fund	Salaries	7,854.47
118	East Tex. Ins. Agency	Insurance	119.00
		<u>Perm School</u>	
	Gilmer I.S.D.	Vocational School	27,000.00
		<u>Crime Restitution</u>	
	General Fund	Service Charge	2.00
	State Treasurer	Crime tax	58.00

1980 MAR - 3 AM 11: 25

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