



VOL. 20 PG. 429
UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

June 23, 1980

Commissioners' Court met in Special Session with all members present.

Judge Dean read the minutes of June 9, 1980. Motion was made by Floyd Drennan and seconded by Charles Still for minutes to stand approved as read. Motion carried.

Judge Dean made motion seconded by Charles Still to place Commission of W. V. Ray, Justice of the Peace, Precinct #1, in the court minutes. Motion carried. (Copy attached)

Motion made by Charles Still and seconded by Floyd Drennan to approve Permit Application submitted by Continental Telephone Company to place buried cable within ROW of County Road in Precinct #3 off U. S. 80. Motion carried. (Copy attached)

Mrs. Diane Slaback with East Texas Association of Abused Families met with the court asking for Upshur County to help support this program. No action was taken.

Motion by Floyd Drennan and seconded by J. W. Meadows to approve the Participation Agreement for Texas Association of Counties Unemployment Fund. Motion carried. (Copy attached)

J. W. Meadows made motion seconded by Floyd Drennan to authorize County Judge to give notice to bidders of Upshur County's intention to purchase materials and provide for certain work to be done and to deliver certain certificates of obligation (or claims and accounts representing an undivided interest therein) in payment of all or a portion of the cost thereof. Motion carried. (Copy attached)

Bernice Nobles made motion seconded by J. W. Meadows to approve lease agreement with George P. Banas, Inc. and Upshur County for lease of one motor grader from July 15, 1980 to September 15, 1980. Motion carried. (Copy attached)

Floyd Drennan made motion seconded by Charles Still to approve change of status on Addie Rene Morris from Deputy Clerk to Chief Deputy. Motion carried. (Copy attached)

Bernice Nobles made motion seconded by Floyd Drennan for court to accept dedication of road in Precinct #1. Motion carried. (copy attached)

The National Association of Counties is having its annual conference in Clark County, Nevada, June 30, 1980 through July 3, 1980. Motion was made by Floyd Drennan and seconded by Charles Still that any or all members of the court may attend the conference. Motion carried.

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

Motion made by Floyd Drennan and seconded by Charles Still to adjourn until Thursday morning at 9:00 A. M. Motion carried.

Ernest Dean Bernice Nobles
J. W. Meadows
Charles Still Floyd Drennan

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

'80 JUN 23 AM 10:48

STATE OF TEXAS
OFFICE OF THE SECRETARY OF STATE
AUSTIN, TEXAS 78711

George W. Strake, Jr.
Secretary of State

TO: COMPTROLLER OF PUBLIC ACCOUNTS
COMMISSIONER COURT AND COUNTY AUDITOR OF
UPSHUR COUNTY

FROM: GEORGE W. STRAKE, JR., SECRETARY OF STATE

In compliance with Article 3882, Texas Revised Civil Statutes,
you are advised that a commission has been issued to the officer of
UPSHUR County, Texas listed below, pursuant
to his appointment to fill a vacancy in the office until the next
General Election.

OFFICE:

JUSTICE OF THE PEACE, PRECINCT 1

NAME OF OFFICER:

W. V. RAY

Form/SOS-79-6

P-2

"An Equal Opportunity Employer"

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY R.O.W.DATE: June 20, 1980TO: THE UPSHUR COUNTY COMMISSIONERS COURT
% COUNTY OF UPSHUR
GILMER, TEXAS

Formal notice is hereby given that Continental Telephone of Tex. whose principal address is P. O. Box 477 Emory, Texas 75440 does propose to place a buried cable within the R.O.W. of County road as shown on attached map as follows:

Cable will start at a point on the north R.O.W. line approximately 5,149' west of the intersection of county road and Highway 80. The buried cable will parallel the existing cable approximately 36'. This is necessary to remove a pedestal for construction of a new driveway at the Timothy Higgins residence.

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 23rd day of June 19 80.

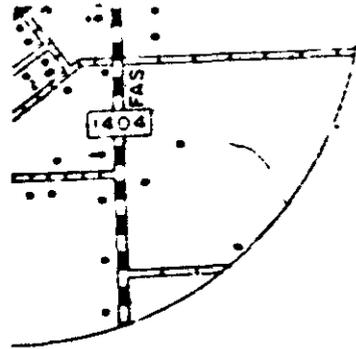
FIRM: Continental Tele. of Tex.

Job # 6024090

TITLE: Jr. Eng. - Hayden WhittingtonADDRESS: P. O. Box 477Emory, Texas 75440

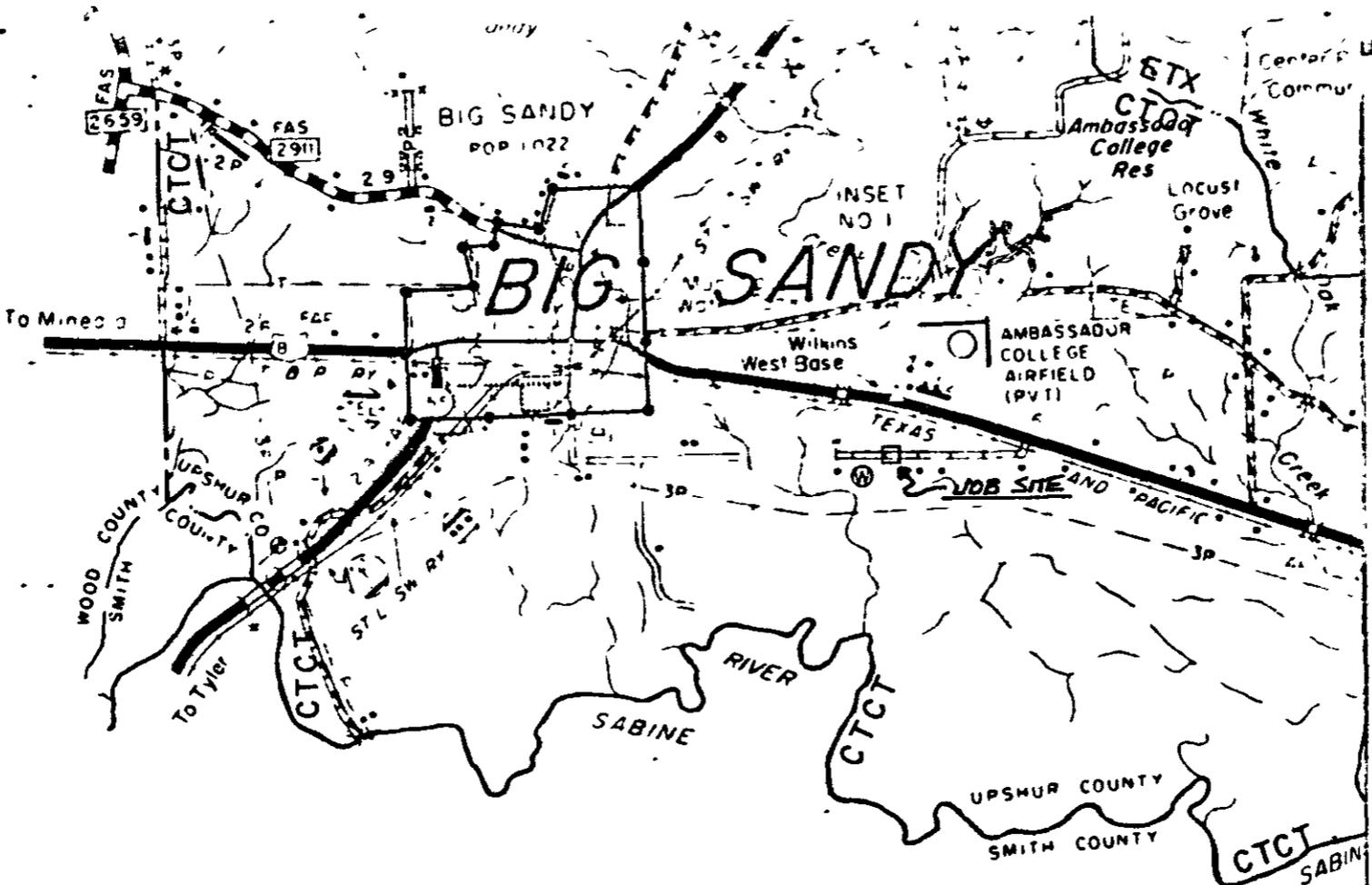
NOTE: This form to be submitted in duplicate for each proposed installation.





HETT

32° 35'



VOL. 20 PG. 432

LEGEND

<p>— — — — — NATIONAL OR STATE BOUNDARY</p> <p>— — — — — COUNTY BOUNDARY</p> <p>— — — — — LIMIT OF ENLARGED DETAIL</p> <p>— — — — — CITY LIMIT</p> <p>▨▨▨▨▨▨▨ UNINCORPORATED AREA LIMIT</p> <p>— — — — — RAILROAD AND STATION</p> <p>— — — — — PRIVATE RAILROAD</p> <p>— — — — — PRIVATE ROAD</p> <p>— — — — — FORD ROAD</p>	<p>— — — — — BRIDGE OR CROSSING SEPARATION OVER 20</p> <p>— — — — — SUSPENSION BRIDGE</p> <p>— — — — — ARCH BRIDGE</p> <p>— — — — — TRUSS BRIDGE</p> <p>— — — — — MOVABLE SPAN BRIDGE</p> <p>— — — — — CONCRETE FORD OR DIP</p> <p>— — — — — FORD</p>
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LEGE

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY R.O.W. '80 JUN 23 AM 10:45

DATE: June 20, 1980

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

Formal notice is hereby given that Continental Telephone of Tex.
whose principal address is P. O. Box 477 Emory, Texas 75440
does propose to place a buried cable
within the R.O.W. of County road as shown on attached map
as follows:

Cable will start at a point on the north R.O.W. line
approximately 5,149' west of the intersection of county road and
Highway 80. The buried cable will parallel the existing cable
approximately 36'. This is necessary to remove a pedestal for
construction of a new driveway at the Timothy Higgins residence.

The location and description of the proposed lines or appur-
tenances 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
23rd day of June 19 80.

Job # 6024090

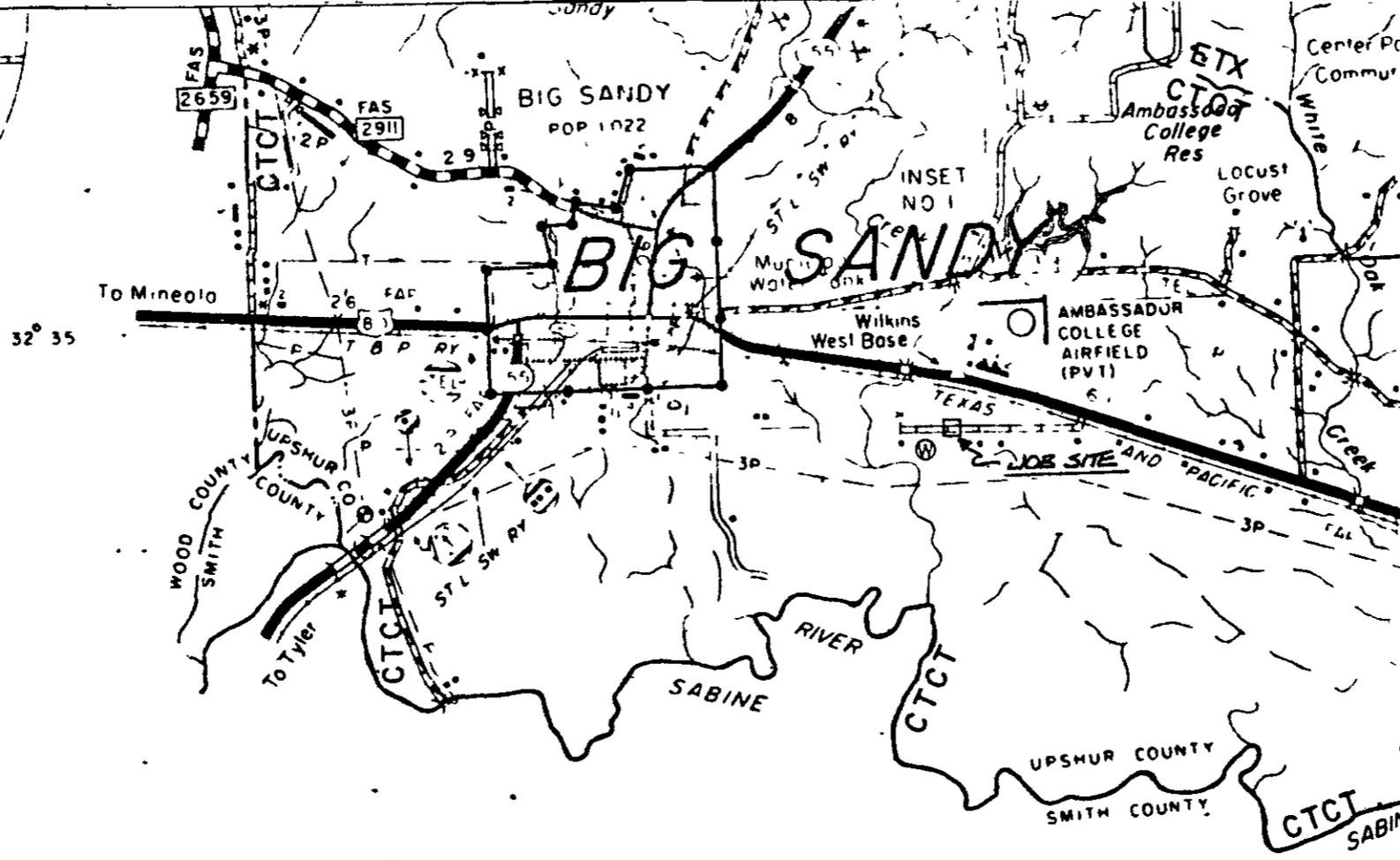
FIRM: Continental Tele. of Tex.

TITLE: Jr. Eng. - *Pauline Whittington*

ADDRESS: P. O. Box 477
Emory, Texas 75440

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

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 485
 VOL. 20
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LEGEND

- | | | | |
|-----------|----------------------------|--|---------------------------------------|
| ----- | NATIONAL OR STATE BOUNDARY | | BRIDGE OR CROSSING SEPARATION OVER 20 |
| - - - - - | COUNTY BOUNDARY | | SUSPENSION BRIDGE |
| - . - . - | LIMIT OF ENLARGED DETAIL | | ARCH BRIDGE |
| ----- | CITY LIMIT | | TRUSS BRIDGE |
| | UNINCORPORATED AREA LIMIT | | MOVABLE SPAN BRIDGE |
| ==== | RAILROAD AND STATION | | CONCRETE FORD OR DIP |
| ----- | PRIVATE RAILROAD | | FORD |
| ==== | PRIVATE ROAD | | |
| ----- | ROAD | | |

LEGEND

PARTICIPATION AGREEMENT

for

TEXAS ASSOCIATION OF COUNTIES UNEMPLOYMENT FUND

This Agreement, entered into by and between the Texas Association of Counties Unemployment Fund (hereinafter called "Fund") and Upshur County (hereinafter called "Fund Member") shall be effective as of the date hereinafter shown.

R E C I T A L S:

WHEREAS, the Fund was established by the Texas Association of Counties (hereinafter called "TAC") as a means of providing a single vehicle for the payment of contributions to the Texas Employment Commission (hereinafter called "TEC") required under art. 5221b-5b, V.A.T.S.; and

WHEREAS, Fund Member, a political subdivision, desires to take advantage of the benefits made available through the Fund;

NOW, THEREFORE, It is Agreed and Understood among the Parties as follows:

ARTICLE I
APPOINTMENT OF FUND

1.01. Appointment

Fund is hereby appointed Agent of the Fund Member and authorized to represent Fund Member before the TEC.

1.02. Length of Appointment

Fund shall continue to serve as Agent of Fund Member for purposes of this Agreement until such time as this Agreement is terminated in accordance with its terms.

ARTICLE II
ELECTION OF PARTICIPATION

2.01. Election

Fund Member hereby elects to become a member of and participate in the Fund.

2.02. Length of Election

Fund Member's election under paragraph 2.01 of this Agreement shall be effective until terminated in accordance with the terms of this Agreement.

2.03. Nature of Election

By its election under paragraph 2.01 of this Agreement, Fund Member elects to join and participate in the TAC Group Account maintained by TEC under Account Number 991,884. The Group Account is maintained for the purpose of receiving contributions required under art. 5221b-5b, V.A.T.S. and paid by the Fund.

ARTICLE III
POWER AND DUTIES OF FUND

3.01. Authority to Act as Agent

Fund Member hereby confers upon Fund all authority necessary to carry out the purposes of this Agreement. Fund shall have the authority to construe the provisions of this Agreement and the rules, regulations, contribution schedules and Bylaws of the Fund. Any construction of the above named items by the Fund shall be binding on all Fund Members and their employees.

3.02. Powers of Fund

Fund shall have any power necessary to carry out the purposes of this Agreement which may be conferred by this Agreement and the rules, regulations, contribution schedules and Bylaws of the Fund including, without limitation, the following:

- a. The power to collect and retain all monies required from Fund Member;
- b. The power to establish a Contribution Rate for Fund Member;
- c. The power to require and accept from Fund Member reports of wages paid to non-elective employees of Fund Member;
- d. The power to require and accept from Fund Member unemployment reports with respect to employees of Fund Member leaving the employ of Fund Member;
- e. The power to require the appointment by Fund Member of an Unemployment Coordinator;
- f. The power to delegate any power or duty conferred by this Agreement to an independent contractor;
- g. The power to develop and establish unemployment cost control services;
- h. The power to maintain a separate account or accounts for Fund Member;
- i. To the extent permitted by the Unemployment Compensation Act of Texas, the power to review claims, determine their validity, and dispose of claims coming to the Fund;
- j. The power to appoint legal counsel to handle the legal affairs of the Fund;
- k. The power to open and maintain bank accounts in the name of the Fund; and
- l. The power to perform any act whether or not expressly authorized herein, which Fund deems necessary to accomplish the general objectives of the Fund.

3.03. Signature of Fund

Fund is hereby authorized to execute any notice or other instrument in writing required to carry out the purposes of this Agreement and all persons, partnerships, Political Subdivisions, corporations or associations may rely thereupon that such notice or instrument is duly authorized and is binding on Fund and Fund Member.

3.04. Liability of Fund

Fund shall be responsible for monies solely when, as, and if received by it from Fund Member, and Fund shall not be liable to anyone if for any reason whatsoever this Agreement is terminated.

3.05. Duty to Act

Fund shall be under no duty to take any action, except as specifically provided for in this Agreement and except as it shall hereinafter agree in writing to take.

ARTICLE IV
FUND MEMBER ACCOUNT

4.01. Retention of Monies

Fund shall retain all monies paid to Fund by Fund Member until such time as Fund ceases to be liable to TEC for any charges incurred by Fund Member during the period Fund Member participated in TEC Group Account Number 991,884. Should the monies retained by Fund be insufficient to pay charges attributable to Fund Member, the charges in excess of the monies retained by Fund shall be paid by Fund Member to Fund within ten days of written notice of such charges. The above is understood and agreed to even in the event of termination of this Agreement. In the event of termination of this Agreement and subsequent to determination that Fund is no longer liable for any of the above outlined charges to TEC, Fund shall remit to Fund Member any remaining balance in Fund Member's account.

4.02. Maintenance of Separate Account

Fund shall maintain a separate account for Fund Member. Fund may maintain more than one separate account for Fund Member and treat each such account as a separate entity. The maintenance by Fund of more than one account for Fund Member does not serve to relieve Fund Member of responsibility for the account if more than one separate account is maintained by Fund for Fund Member, each such separate account represents an activity of Fund Member. Any determination with respect to the activity within any of the above mentioned separate accounts by TEC shall be binding on Fund Member.

ARTICLE V
CONTRIBUTION RATE

5.01. Responsibility to Contribute

Fund Member shall pay to Fund a percentage of its preceding quarter's payroll

of all non-elective employees (full-time, part-time and temporary). The above percentage shall be known as the Contribution Rate. In calculating the Contribution Rate with respect to an individual employee, only the first \$6,000.00 in wages paid to such employee shall be subject to the Contribution Rate.

5.02. Calculation of Contribution Rate

Fund shall calculate Fund Member's Contribution Rate based on Fund Member's actual experience in Fund; provided however, in no event shall the Contribution Rate be less than 1/20 of one percent of Fund Member's payroll. It is further agreed and understood that until Fund Member has been included in the TAC Group Account with TEC for six (6) calendar quarters, Fund Member's Contribution Rate shall be 8/10 of one percent of Fund Member's payroll. Fund shall determine the Contribution Rate for Fund Member subsequent to the above mentioned six (6) calendar quarter period during the first quarter of each calendar year, and the Contribution Rate shall apply to all payments predicated on the year's payrolls.

5.03. Contribution Payments and Reports

Fund Member agrees to promptly make all payments required by this Agreement to Fund. Fund Member agrees to furnish reports of wages paid to non-elective employees and other necessary information to Fund in a manner acceptable to TEC and Fund.

5.04. Due Date of Contributions and Reports

Quarterly Unemployment Reports and Contributions shall be due and payable no later than the 10th day of each new quarter. For purposes of this Agreement, quarters will commence on the first day of January, April, July and October of every year. Reports or Contributions postmarked after the 10th day of a new quarter shall be subject to a late penalty equal to the greater of \$25.00 or 5% of Fund Member's contribution for the quarter.

ARTICLE VI
UNEMPLOYMENT COORDINATOR

6.01. Appointment

Fund Member shall by written instrument appoint an Unemployment Coordinator. The Unemployment Coordinator shall be responsible to Fund for the timely and accurate completion of the quarterly unemployment report, and for promptly providing Fund or its contractor any required information.

6.02. Change of Unemployment Coordinator

Fund Member may change its Unemployment Coordinator by giving written notice to Fund of such change prior to the effective date of the change.

6.03. Responsibility of Unemployment Coordinator

Any failure or omission of the Unemployment Coordinator shall be deemed a failure or omission of Fund Member. Fund or its contractor are not required to contact any other individual with respect to Fund Member's business except the named Unemployment Coordinator. Any notice given the Unemployment Coordinator by Fund or its contractor shall be deemed notice to Fund Member.

ARTICLE VII
TERMINATION

7.01. Notice

This Agreement may be terminated by either party by giving sixty (60) days written notice of intent to terminate the Agreement to the other party. Any notice of intent to terminate must be delivered by deposit in the U.S. Mails Certified Return Receipt Requested.

7.02. Liability Subsequent to Termination

Termination of this Agreement shall not serve to relieve Fund Member of any obligation or liability to Fund for any obligation or liability Fund may have to TEC as a result of Fund Member's inclusion in the TAC Group Account with TEC.

ARTICLE VIII
MISCELLANEOUS

8.01. Unemployment Cost Control Services

Fund Member shall be furnished with periodic statements of claims activity and the status of claims by Fund or its contractor pursuant to Fund's contract for unemployment cost control services.

8.02. Eligibility of Fund Member

Fund Member is a member in good standing or located within a county that is a member in good standing of TAC.

8.03. Agreement to Comply with Bylaws

Fund Member agrees to comply with the Bylaws of Fund as adopted by Fund's Board of Trustees.

8.04. Amendment

This Agreement may be amended or modified at any time by the parties hereto; any such amendment or modification shall be evidenced by a written instrument attached to and made a part of this Agreement.

8.05. Applicable Law

This Agreement is entered into and executed in the State of Texas, and all questions pertaining to its validity or construction shall be determined in accordance with the laws of the State of Texas.

8.06. Acts of Forebearance

No act of forbearance on the part of either party to enforce any of the provisions of this Agreement shall be construed as a modification of this Agreement nor shall the failure of any party to exercise any right or privilege herein granted be considered as a waiver of such right or privilege.

8.07. Effect of Partial Invalidity

In case any provision of this Agreement is held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions of this Agreement.

8.08. Headings and Captions

The headings and captions in this Agreement are inserted for the purpose of convenience only and shall not be considered in the construction of any provision.

8.09. Notices

Any notice required to be given or payment required to be made to Fund shall be deemed properly sent if addressed to:

Texas Association of Counties Unemployment Fund
P.O. Box 2131
Austin, Texas 78768

EXECUTION

IN WITNESS WHEREOF, we hereunto affix our signatures this 23rd day of June, 1980.

TEXAS ASSOCIATION OF COUNTIES
UNEMPLOYMENT FUND

By: [Signature]

FUND MEMBER

By: [Signature]

JUN 23 10: 00

61

'80 JUN 23 AM 11:04

ORDER AUTHORIZING COUNTY JUDGE TO GIVE NOTICE
TO BIDDERS OF UPSHUR COUNTY'S INTENTION TO PURCHASE
MATERIALS AND PROVIDE FOR CERTAIN WORK TO BE DONE AND
TO DELIVER CERTAIN CERTIFICATES OF OBLIGATION (OR CLAIMS
AND ACCOUNTS REPRESENTING AN UNDIVIDED INTEREST THEREIN)
IN PAYMENT OF ALL OR A PORTION OF THE COST THEREOF

THE STATE OF TEXAS §
 §
COUNTY OF UPSHUR §

ON THIS, the 23rd day of June, 1980, the Commissioner's 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 NO.1
J.W. MEADOWS	COMMISSIONER, PRECINCT NO.2
CHARLES STILL	COMMISSIONER, PRECINCT NO.3
FLOYD DRENNAN	COMMISSIONER, PRECINCT NO.4

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

WHEREAS, by its order passed on the 14th day of May, 1979, this Court has duly authorized the issuance of \$500,000 certificates of obligation for the purpose of paying all or 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 road; and

WHEREAS, it is now found necessary and proper to receive bids for certain materials and labor which are necessary for the re-construction and improvement of the county roads; therefore,

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

SECTION 1: That the County Judge be and he is hereby authorized and directed to cause to be published in the time and manner prescribed by law, notice that the Commissioners' Court of Upshur County will receive bids for certain materials to be purchased and for certain work to be done in the re-construction and improvement of county roads.

SECTION 2: The form and content of said notice shall be as follows, to wit:

NOTICE TO BIDDERS OF UPSHUR COUNTY'S INTENTION TO PURCHASE MATERIALS AND CONTRACT FOR THE PERFORMANCE OF CERTAIN WORK IN CONNECTION WITH THE RECONSTRUCTION AND IMPROVEMENT OF COUNTY ROADS AND TO DELIVER CERTIFICATES OF OBLIGATION (OR CLAIMS AND ACCOUNTS REPRESENTING AN UNDIVIDED INTEREST THEREIN) IN PAYMENT OF ALL OR A PORTION OF THE COST THEREOF

SEALED PROPOSALS, addressed to the Commissioners' Court of Upshur County, Texas, will be received at the office of the County Judge, Courthouse, Gilmer, Texas, until 9:00 o'clock A.M., on the 14th day of July, 1980, for the furnishing of certain materials and the performance of certain work in connection with the reconstruction and improvement of county roads of said County, and at such time and place all such proposals will be publicly opened and read.

The materials to be purchased by the County consists of road oil which shall be purchased in the following lots:

- Lot 1 - up to 20,000 barrels of crude oil
- Lot 2 - up to 20,000 barrels of refined oil

THE BIDDER may specify whether the oil will be delivered in bulk at facilities owned by the bidder or delivered in bulk to the County at the places to be designated by the Court or whether delivery will be made 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.

BIDS will also be received for the transport of such oil (either lot) from a point within 18 miles of the City of Gilmer, Texas, for delivery in bulk to the County at the places to be designated by the Court or for delivery to the job site (in transports equipped to supply oil with spoon or other device) for direct application to the road by the driver of the transport.

A CERTIFIED OR CASHIER'S CHECK or an acceptable bid bond in an amount not less than five per cent (5%) of the total bid shall accompany each bid as a guaranty that, if awarded the contract, the bidder will promptly enter into contract with the County, and bids without a check or bid bond will not be considered.

BIDDERS may submit proposals on one or more items. All unit prices must be stated in both script and figures. In case of ambiguity or lack of clearness in stating price in the bids, the County reserves the right to consider the most advantageous contraction thereof or to reject the bid.

ALL BIDS must be submitted on the forms provided and must specify the delivery time required on all items included therein.

THE SUCCESSFUL BIDDER on delivery of oil to the County (except where delivery is at the facilities owned by the bidder) will be required to furnish a performance bond and a payment bond each in the full amount of the contract, written by a responsible surety company authorized to do business in the State of Texas and satisfactory to the Commissioners' Court as required by Article 5160, V.A.T.C.S. Attention is directed that Article 5159a, V.A. T.C.S., requires that not less than the general prevailing rates of per diem wages for work of a similar character in the locality where the work is performed shall be paid all laborers, workmen and mechanics employed in the construction of public works. Where delivery of oil is at the facilities owned by the bidder, only a performance bond (in the full amount of the contract) will be required.

NOTICE is hereby further given that the County proposes to pay all or part of the contractual obligations to be incurred through the issuance and delivery of such amount of the \$500,000 "Upshur County, Texas, Certificates of Obligation, Series 1979," (as authorized by an order passed and adopted on the 14th day of May, 1979) as shall be required. Such certificates mature in the years 1980 through 1995; bear interest at the rate of 6% per annum; are payable from taxation; and reference is made to the aforesaid authorizing order for a full and complete description of the terms of such certificates. Claims and accounts (representing an undivided interest in such certificates may be delivered to the contractor.

THE COUNTY has made arrangements for the successful bidder to assign any certificates of obligation or claims and accounts to a financial institution at the price of par flat (no accrued interest) or the successful bidder may elect to retain the certificates or claims and accounts. Claims and accounts, if retained, must be surrendered in exchange for certificates of obligation within five (5) business days of a request that such action be taken.

NOTICE is hereby further given that the contract to be entered into by and between the successful bidder or bidders and the County will contain the provision that "this agreement may be cancelled by either party on five days notice."

THE COUNTY reserves the right to reject any and all bids and to award the contract to the bidder or bidders who, in the opinion of the Commissioners' Court, offer the proposal or proposals to the best interest of the County, and to waive formalities.


County Judge, Upshur County, Texas

SECTION 3: That all information, directions and recitals contained in the foregoing notice be and the same are hereby expressly adopted and made a part of this order and to the same extent and with like effect as if here now separately states.

SECTION 4: Further orders are reserved by this Court until sealed proposals or bids are received and publicly opened and read.

* * * * *

The above order having been read in full, it was moved by Commissioner Meadows and seconded by Commissioner Drennan that the same be passed and adopted. Thereupon, the question being called for, the County Judge put the motion to a vote of the members of the Commissioners' Court and the motion carried by the following vote: County Judge Dean and Commissioners Nobles, Meadows, Still and Drennan voting "AYE"; and none voting "NO".

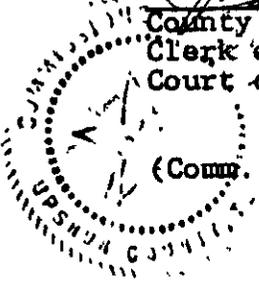
The County Judge declared the motion carried and the order passed, and the Clerk was instructed to record the same in the proper Minutes of the Court.

PASSED AND ADOPTED, this the 23 day of June, 1980.


County Judge, Upshur County, Texas

ATTEST:


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



(Comm. Crt. Seal)

CERTIFICATE OF COUNTY CLERK

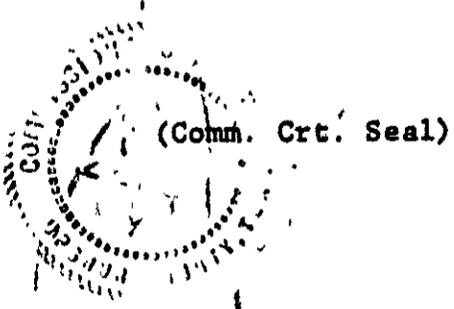
THE STATE OF TEXAS §
 §
COUNTY OF UPSHUR §

I, the undersigned, County Clerk and Ex-Officio Clerk of the Commissioners' Court of Upshur County, Texas, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of an order authorizing County Judge to give notice to bidders of Upshur County's intention to purchase materials and provide for certain work to be done and to deliver certificates of obligation in payment of all or a portion of the cost thereof (and Minutes pertaining to its adoption), passed and adopted by the Commissioners' Court of said County on the 23 day of June, 1980, the original of which order is of record in the Minutes of said Court.

I DO FURTHER CERTIFY that the said order was passed at a meeting open to the public and notice of said meeting was given in advance thereof in such manner as to be in compliance with the provisions of Article 6252-17, Section 3A, V.A.T.C.S.

WITNESS MY HAND AND THE SEAL OF THE COMMISSIONERS' COURT OF UPSHUR COUNTY, TEXAS, this the 23 day of June, 1980.

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



LEASE AGREEMENT

THIS LEASE, made this the 15th day of June, 1980, between George P. Bane, Inc. of Tyler, Texas, hereinafter known as LESSOR, and Upshur County 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 2nd day of June, 1980, witnesseth that.

Whereas, the LESSEE requires the use of the following equipment: One used Fiat-Allis model m100B motor Grader S/N-2273 Equipped with hydraulic moldboard - 1300x24 tires 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 2350.00 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 September 15, 1980 the following terms:

Table with 4 columns of payment terms: 1. 2350.00, 2. 2350.00, 7. Due 7-15-80, 8. Due 9-15-80, 13., 14., 15., 16., 17., 18., 19., 20., 21., 22., 23., 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 \$22,500.00 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] LESSEE

By [Signature] County Judge

ATTEST [Signature] County Clerk

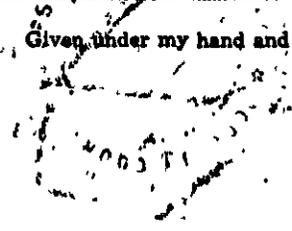
Commissioners' Court signatures: Bernice Noles (Precinct No 1), Jew Meadows (Precinct No 2), Chalky J. Hill (Precinct No 3), Lloyd D. Cannon (Precinct No 4)

STATE OF TEXAS COUNTY OF Upshur

I, J. B. Hill, Jr., County Clerk in and for Upshur 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 George P. Bane, Inc., as LESSOR, and Upshur County, Texas, as LESSEE, and the same appears of record in Vol. 20, Page [blank], of the COMMISSIONERS' COURT MINUTES of Upshur County, Texas

Given under my hand and seal of office, this, the 23rd day of June, 1980, D.

[Signature] County Clerk, Upshur County, Texas



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

'80 JUN 23 AM 10:45

LEASE AGREEMENT

between
and

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 agree to make all payments due under said lease to _____ at _____

(L. S.)
(Lessee's Signature)

By _____
(Signature of Authorized Office)

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EMPLOYEE CHANGE OF STATUS REPORT

Please enter the following change(s) as of June 12, 1980

Name Addie Rene Morris Clock or Payroll No. _____
Soc. Sec. Number 457-46-9319

FROM

Job	Dept.	Shift	Rate
Deputy Clerk	CC		526.32

TO

Job	Dept.	Shift	Rate
Chief Deputy Clerk	CC		570.18

REASON FOR CHANGE:

- Hired
- Re-hired
- Promotion
- Demotion
- Transfer
- Merit Increase
- Length of Service Increase
- Re-evaluation of Existing Job
- Resignation
- Retirement
- Layoff
- Discharge

Leave of Absence to _____ Date _____

Other reason or explanation: _____

AUTHORIZED BY [Signature] APPROVED BY _____

Prepare in triplicate: (1) Personnel (2) Payroll (3) Employee's Department

FILED
J.B. HILL, JR.
CLERK UP-SHUR COUNTY
80 JUN 23 AM 10:49

Precinct
#1

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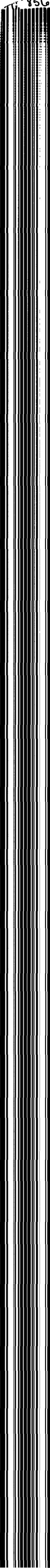
17

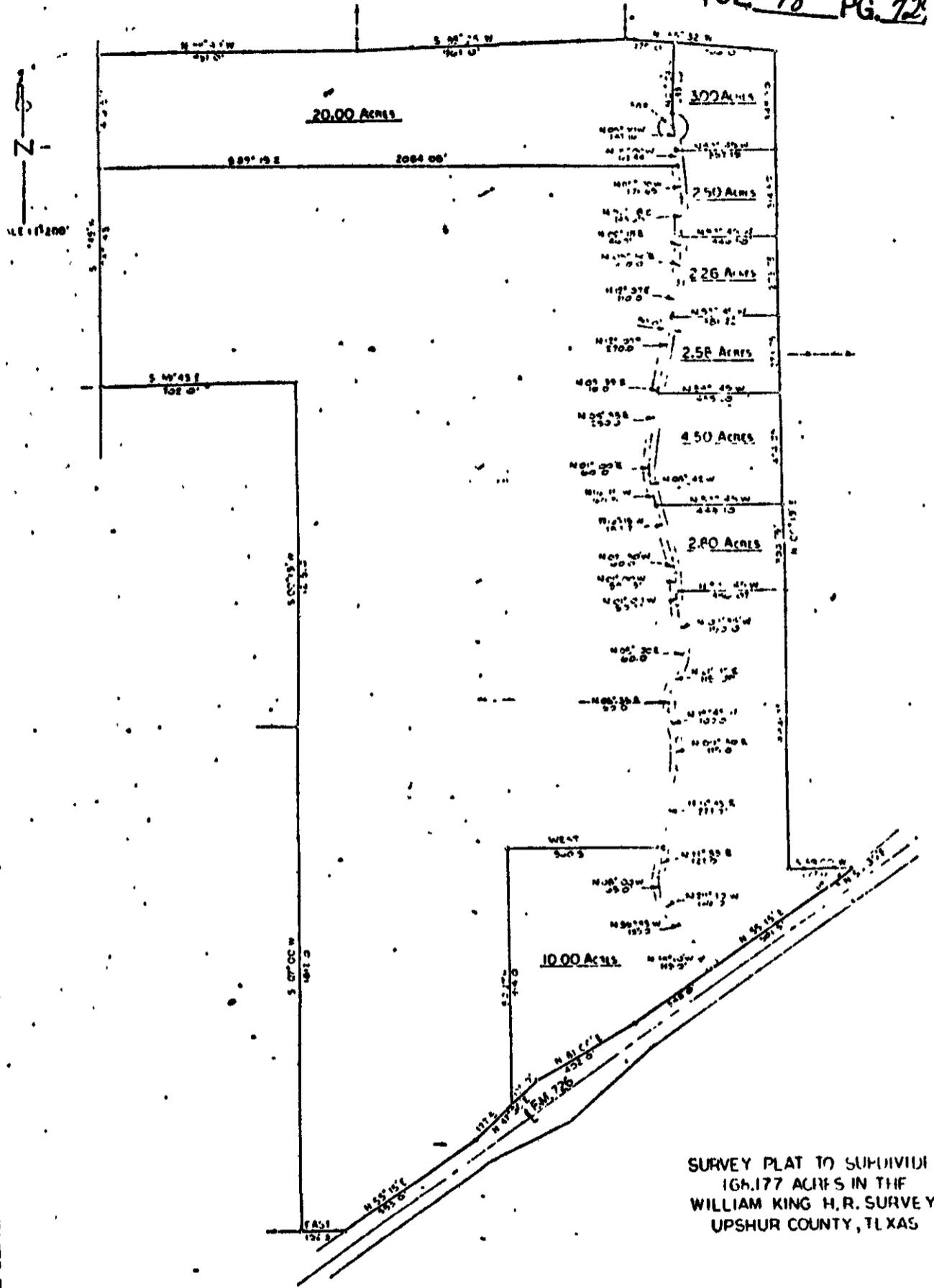
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VOL. 18 PG. 727

856





SURVEY PLAT TO SUBDIVIDE
 19.177 ACRES IN THE
 WILLIAM KING H.R. SURVEY
 UPSHUR COUNTY, TEXAS

JEARL R. MORRIS & ASSOCIATE
 MAY, 1978 SCALE: 1" = 40'

FUNDS

June 23, 1980

General

<u>Claim No.</u>	<u>Pay To</u>	<u>Classification</u>	<u>Amount</u>
822	General Telephone	Services & Charges	838.59
823	Quill Corporation	Supplies	102.04
824	Postmaster	Supplies	100.00
825	TAC Worker's Comp. Fund	Benefits	1,220.00
826	Stafford-Lowdon Company	Supplies	732.65
827	Elliott Office Equipment, Inc.	Supplies	127.55
828	Charles Still	Services & Charges	204.40
829	Postmaster	Supplies	500.00
830	Don Gaddis	Services & Charges	14.40
831	Dairy Queen	Services & Charges	32.55
832	Schwaab, Inc.	Supplies	67.70
833	Schwaab, Inc.	Supplies	89.70
834	Carrie Fulson	Services & Charges	227.35
835	Arkla Gas	Services & Charges	4.00
836	Swepco	Services & Charges	1,649.57
837	Phillips Petroleum Co.	Supplies	53.50
838	Texaco, Inc.	Supplies	35.12
839	Atlantic Richfield Company	Supplies	220.24
840	Gulf Oil Corporation	Supplies	728.16
841	Mobil Oil Credit Corp.	Supplies	145.86
842	Ragland-Fenlaw-Ford Clinic	Services & Charges	94.00
843	Commercial Communications Co., Inc.	Services & Charges	112.30
844	James Beasley	Services & Charges	21.31
845	J.B. Hill, Jr.	Services & Charges	485.63
<u>R&B #1</u>			
141	TAC Worker's Comp. Fund	Worker's Comp.	854.25
142	Gulf Oil Corporation	Gas & Oil	1,062.96
<u>R&B #2</u>			
192	TAC Worker's Comp. Fund	Worker's Comp.	858.07
193	Gulf Oil Corporation	Gas & Oil	970.08
194	Goodyear Service Store	Repair Parts	289.62
195	Ore City Insurance Agency	Insurance	1,218.00
<u>R&B #3</u>			
195	TAC Worker's Comp. Fund	Worker's Comp.	942.68
196	Gulf Oil Corporation	Gas & Oil	1,935.00
197	Arkla Gas	Utilities	2.74
<u>R&B #4</u>			
191	TAC Worker's Comp. Fund	Worker's Comp.	899.00
192	Wards Paint & Body Shop	Maintenance 26.00	65.69
		Repair Parts 36.69	

FILED
 J.B. HILL, JR.
 CLERK UPSHUR COUNTY
 JUN 23 AM 10:50