



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

August 30, 1982

Commissioners Court met in Special Session with Judge Dean and three Commissioners present. Commissioner J. W. Meadows was absent from the meeting.

Judge Dean read the minutes of the previous meeting. Motion by Delmo Lawson seconded by Floyd Drennan for the minutes to stand as read. Motion carried.

Motion by Charles Still seconded by Delmo Lawson to approve a Permit Application by Lane Van Allen to place a culvert within the ROW of Lemon Trail. Motion carried. Copy attached.

Motion by Charles Still seconded by Floyd Drennan to approve a Special Road Use Agreement by Houghton Timber Co. for use of Pin Oak Road. Motion carried. Copy attached.

Motion by Charles Still seconded by Floyd Drennan to approve a Special Road Use Agreement by Wood County Timber Co. for use of Spruce Road and Aspen Trail. Motion carried. Copy attached.

Motion by Floyd Drennan seconded by Charles Still to approve a Permit Application by Western Gas Corp. to place a 4 1/2 " O.D. Pipeline within the ROW of Bison Road. Motion carried. Copy attached.

Motion by Delmo Lawson seconded by Charles Still to approve an Interlocal Agreement between Upshur County and Ore City School to exchange services. Motion carried. Copy attached.

Motion by Charles Still seconded by Floyd Drennan to allow Commissioner J. W. Meadows to improve the school bus turn-around at the home of Mr. Scott Hall in the Ore City Independent School District. Motion carried. Copy of the request is attached.

Motion by Delmo Lawson seconded by Floyd Drennan to approve payment of the unpaid bills. Motion carried. Copy attached.

R. D. Cross with the DPS met with the Court requesting some new radar equipment. He explained to the Court the cost of the equipment. No action was taken at this time.

Court closed for an Executive Session, after which, motion was made by Delmo Lawson seconded by Floyd Drennan to recess until 9:00 A. M. Tuesday. Motion carried.

Court reopened at approx. 9:00 A.M. Tuesday then went into an Executive Session.

Sept. 13, 1982, Motion was made by J.W. Meadows seconded by Charles Still to adjourn. Motion carried.

Signatures of County Judge and Commissioners PCT.#1 through PCT.#4.

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT # 3
DATE 8-24

Formal notice is hereby given that Lane Van Allen
whose principal address is 215 E. Quitman St. Gladewater, Tex.
does propose to place a Culvert
within the ROW of County Road Lemon Trail
as follows:

Culvert to property

Telephone 845-6063
Gladewater

The location and description of the proposed lines or appertenances is more fully shown by three (3) copies of drawings attached to this application.

All work will be as directed by the County Commissioner or his designate in full accordance with Upshur County Road & Bridge Department policies and specifications.

Proposed construction will begin, if approved, on or after 8-30-82 day of _____, 19____.

NAME Mrs. Lane Van Allen

TITLE _____

ADDRESS _____

Approved
8-30-82

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, Haughton Timber Co.

hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 3, 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. 3, 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) Pin Oak 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 with its own equipment, in any and all cases, if any needed, during the duration of time that First Party is removing logs from its lands located in Precinct No. 3, 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.

First Party agree to post surety bond in the amount of _____ 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 30 day of August A.D. 19 82.

Ray W. T. [Signature]
Haughton Timber Co., P.O. Box 668
Marshall, Texas 75670

[Signature]

Delma Lawson

Chas. L. [Signature]

Floyd Daerman

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, Wood County Timber Co., hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 3, 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. 3, 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) Spruce and Aspen 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 logs from its lands located in Precinct No. 3, Upshur County.

4.

First Party agrees to put said road back into its original condition or better prior to the commencement of all the operations on the part of First Party.

5.

First Party agrees to post surety bond in the amount of _____ to Barber 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 30 day of August A.D. 1982.

Jimmy Rushing
Wood County Timber Co.
Rt. 4 Box 97A
Mineola, Texas 75773

Ernest Dean

Edna Lawson

J.W. Meadows

C.L. Hill

Edgar Dorman

PERMIT APPLICATION FOR

USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 4
DATE August 24, 1982

Formal notice is hereby given that Western Gas Corporation
whose principal address is 110 East Cotton, Longview, Texas 75601
does propose to place a 4 1/2" O.D. Pipeline
within the ROW of County Road Unknown Bison Road

as follows:

The proposed pipeline will cross under the roadway and installation shall be made by boring.

The location and description of the proposed lines or appertenances is more fully shown by three (3) copies of drawings attached to this application.

All work will be as directed by the County Commissioner or his designate in full accordance with Upshur County Road and Bridge Department policies and specifications.

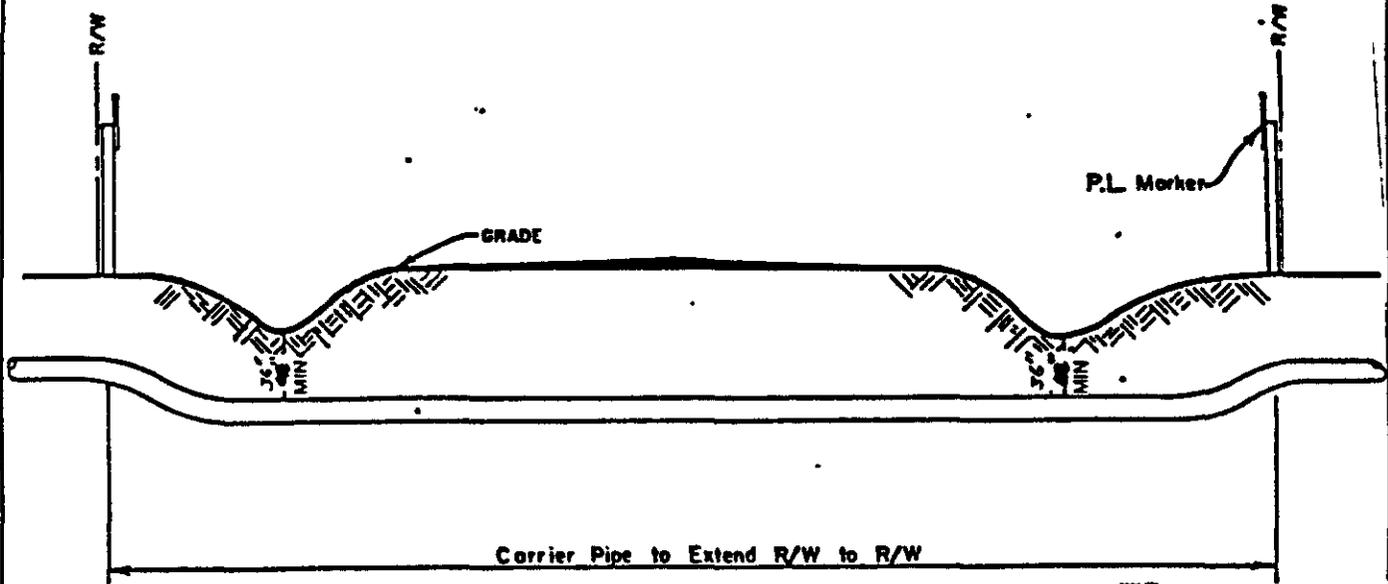
Proposed construction will begin, if approved, on or after 7th day of September, 19 82.

NAME Tim Maggard
Tim Maggard

TITLE Mechanical Engineer

ADDRESS 110 E. Cotton, Longview, Texas 75601

VOL. 22 PG. 588



1"=2MI
VICINITY

LOCATION	
STATE: TEXAS	
COUNTY: UPSHUR	
SURVEY:	
PIPE DATA	
SIZE 4½" O.D.	WALL: .188"
GRADE: AP15LX-42	TYPE: STEEL
MINIMUM YIELD: 42,000 PSIG	
MAX. OPERATING PRESSURE: 800 PSIG	
DRAWN BY: TM	DATE: 8-24-91

TO: UPSHUR COUNTY COMMISSIONERS COURT
UPSHUR COUNTY
GILMER, TEXAS 75644

SUBJECT: ANY CONTRACT BETWEEN UPSHUR COUNTY ROAD & BRIDGE DEPARTMENTS AND ANY POLITICAL SUBDIVISION DESIRING TO CONTRACT WITH UPSHUR COUNTY TO MUTUALLY ACCOMPLISH A PROJECT TO IMPROVE THE EFFICIENCY AND EFFECTIVENESS OF THE LOCAL POLITICAL ENTITIES INVOLVED.

AUTHORITY: ARTICLE 3 SECTION 64b OF THE TEXAS CONSTITUTION
ARTICLE 4413-32c TCS OR THE INTERLOCAL COOPERATION ACT

PROJECT OR OBJECTIVES TO BE ACCOMPLISHED:

Repair parking lots and driveways of the
(SPECIFIC JOB, JOBS OR ACTS)
Ore City Independent School District.

(Exhibit A shows parking lots and driveways
to be repaired marked in red)

PROPOSED TIME: Will repair as manpower and material become
(START) available

(FINISH)

POLITICAL SUBDIVISION DOES PROPOSE:

To furnish sand and road oil for repair of
parking lots and driveways for school and to
furnish Upshur County an equal amount of sand
and road oil.

UPSHUR COUNTY DOES PROPOSE:

Furnish manpower and equipment to repair
parking lots and driveways of Ore City
Independent School District.

This agreement made between the County of Upshur, Texas by and through the Commissioners Court of Upshur County, hereinafter called Upshur County and the Ore City Independent School District by and through its Board of Trustees hereinafter called Ore City Independent School District subject to approval of both governmental bodies within the provisions of the Open Meeting Act.

It is understood by both contracting parties that each party will pay for these services or charges with funds currently available to each party.

It is understood by both contracting parties that any civil liability or any other liability relating to the furnishing of these services is the responsibility of the party receiving the services.

It is understood that Upshur County Road and Bridge Departments can only accomplish the execution of this contract as the availability of county labor and equipment warrants. The County Commissioner acting as Road Commissioner or the designated foreman of the precinct Road and Bridge Department will have the sole responsibility as to what time is designated or allocated for execution of this contract.

It is further understood by all contracting parties this contract or agreement can only be final after examination by the attorney or legal advisors of both parties and the signature of the County or District Attorney is hereby affixed.

It is further agreed and understood between the parties herein that this Interlocal Governmental Agreement shall be for a period of one year from date of execution.

Witness our hands in triplicate, either of which may be used as an original, this the 30 day of August, 19 82.

Everett Dean
County Judge

Rebma Lawson
Commissioner Precinct 1

Commissioner Precinct 2

C. L. Still
Commissioner Precinct 3

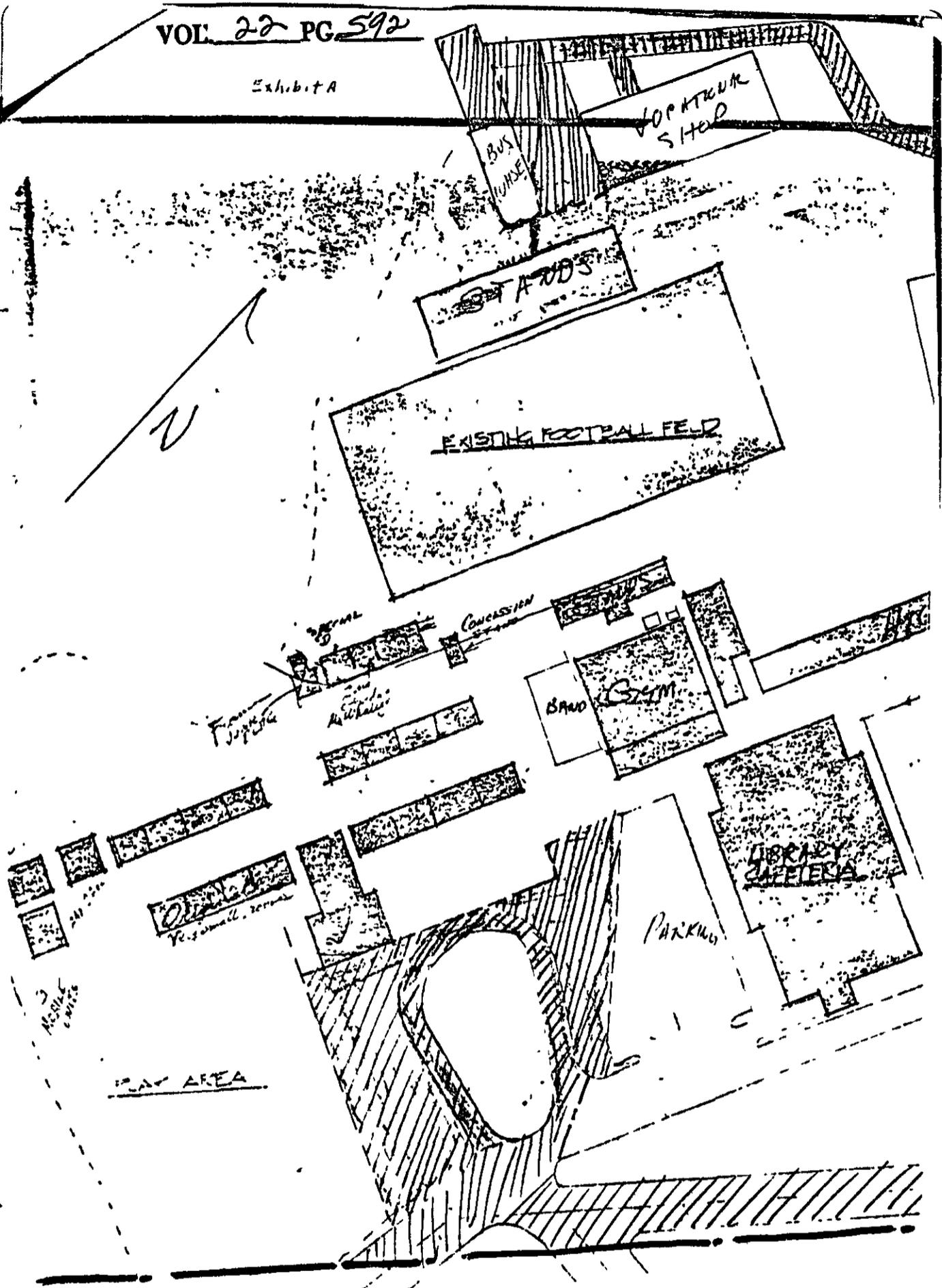
David Johnson
Commissioner Precinct 4

PARTICIPATING ENTITIES

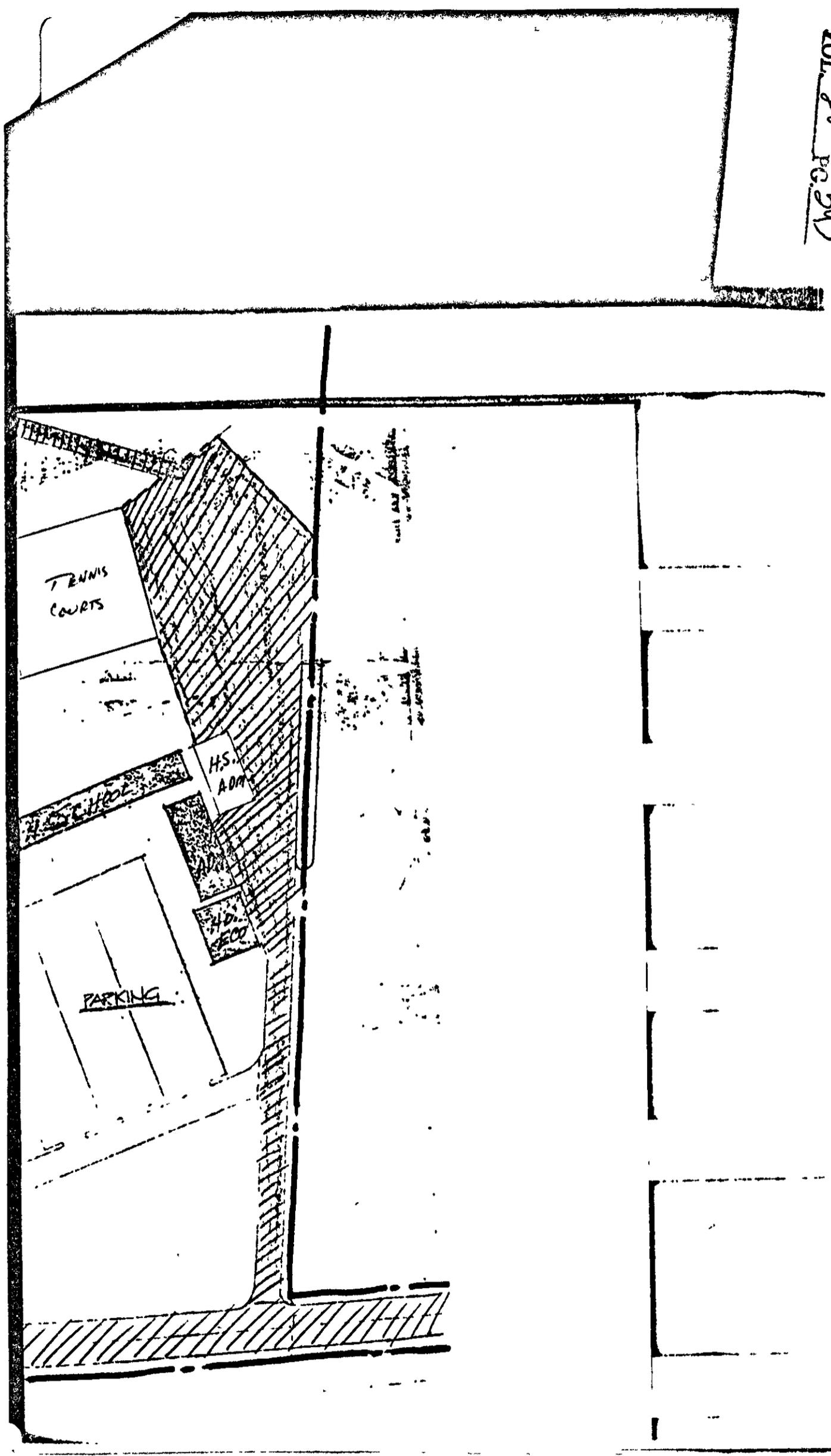
I have examined this contract and find it in compliance with Article 4417-12a, 105 of the Interlocal Cooperation Act as to form.

Augusto Sanchez
 DEPUTY CLERK

Exhibit A



hereinafter called Ore City Independent School District,
subject to approval of both governmental bodies within the
provisions of the Open Meeting Act.



Ore City Independent School District

TOMMY LOYS FERGUSON
SUPERINTENDENT

214-968-3300
POST OFFICE BOX 100
ORE CITY, TEXAS 75683

July 20, 1982

C/O Judge Dean
Upshur County Commissioners Court
Upshur County
Gilmer, Texas 75644

To Commissioners Court and Mr. J. W. Meadows:

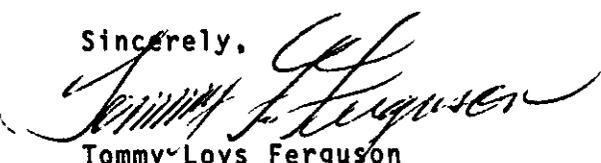
This is to inform you of a special problem that exists in Ore City I.S.D. One of our school families (with school age children) has a new home on one of the regularly established bus routes. The home of Mr. Scott Hall and family was constructed some quarter of a mile from the nearest county (oiled) road.

The problem we are experiencing is with the quarter-mile stretch which is unsurfaced and becomes impassable for a school bus in wet weather.

Our request is that you consider granting permission to our precinct commissioner, Mr. J. W. Meadows, to utilize county owned equipment to surface the road in question providing that the oil and sand be provided at no cost to the County.

Your consideration of our proposal will be appreciated.

Sincerely,



Tommy Loys Ferguson
Superintendent

TLF:g

August 31, 1982

GENERAL FUND

<u>Claim No.</u>	<u>Pay To</u>	<u>Classification</u>	<u>Amount</u>
1098	Gilmer National Bank	C.D. Purchase	\$290,000.00
1113	General Telephone	Services & Cg.	77.06
1114	Nashua Corp.	Supplies	535.20
1115	Copy Products	Services & Cg.	595.00
1116	I.B. M.	Services & Cg.	1,147.45
1117	Ben Z. Grant	Services & Cg.	18.40
1118	Mike Smith	Services & Cg.	90.00
1119	Hawkins Wrecker Service	Services & Cg.	450.00
1120	Swepeco	Utilities	323.32
1121	Edwin R. York	Services & Cg.	1,295.11
1122	Carrie Fulsom	Services & Cg.	10.00

DEBT SERVICE

VOL. 22 10596

50	Gilmer National Bank	C.D.	110,000.00
52	First National Bank	Cert. of Obl.	11,400.00

R. & B. # 1

203	Gilmer National Bank	C.D.	37,000.00
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R. & B. # 2

194	Gilmer National Bank	C.D.	31,000.00
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R. & B. # 4

210	Gilmer National Bank	C.D.	23,000.00
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REVENUE SHARING

70	Gilmer National Bank	C.D.	14,000.00
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R.O.W.

40	Chester & Thelma Stewart	Cap. Out	2,400.00
41	Yandel Ray & Mary Elizabeth Reynolds	Cap. out	535.00
42	Mrs. D. F. (Willie) Pearce	Cap. Out.	5,950.00
43	Rita J. Whitehurst	Cap. Out	530.00
46	Gilmer National Bank	C.D.	19,000.00
47	J. B. Hill, Jr. Upshur Co. Cl. Deeds		61.00

PERMANENT SCHOOL FUND

<u>Claim No</u>	<u>Pay To.</u>	<u>Classification</u>	<u>Amount</u>
24	Gilmer National Bank	C.D.	\$220,000.00

LONGVIEW BANK & TRUST
LONGVIEW, TEXAS 75609

LAWYERS TITLE AGENCY OF GREGG CO.
422 NORTH GREEN 757-5112
LONGVIEW, TEXAS 75601

PAY TO THE ORDER OF *County Clerk, Washita County* \$150.⁰⁰

One Hundred Fifty & 00/100

DATE *Sept. 1982*

Elizabeth Bartlow

18222 PLYM. #25E004

18222 PLYM. #25E004

60 6 WA 1 - J20 7 1
 18222 PLYM. #25E004
 18222 PLYM. #25E004