



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

May 9, 1983

Commissioners Court met in Regular Session with all members of the Court present.

Judge Dean read the minutes of the April 29, 1983 meeting. Motion was made by J. W. Meadows seconded by Delmo Lawson for the minutes to stand as read. Motion carried.

Judge Dean opened bids on a tractor-loader-backhoe for Pct. #1. The bids were from the following:

Sherck Equipment Company, Inc. in the amount of	\$23,031.04
Upshur County Ford Tractor in the amount of	\$25,841.69
George P. Bane, Inc. in the amount of	\$26,020.00
Allen Machinery Co., Inc. submitted two bids, one in the amount of	
\$23,355.58, the other in the amount of	\$22,813.82.

Motion was made by Commissioner Delmo Lawson seconded by Commissioner J. W. Meadows to accept the bid from Sherck Equipment Company, Inc. in the amount of \$23,031.04. Motion carried. Copy attached.

Judge Dean read a letter from the District Clerk's Office expressing Horace Ray and Ann Goar's appreciation for the Court allowing them to attend the Area District Clerks' meeting, April 27, 1983. Motion was made by J. W. Meadows seconded by Delmo Lawson to place this letter in the Court minutes. Motion carried. Copy attached.

Motion by Charles Still seconded by Paul Davis to approve the filling in of an abandoned well located on property belonging to Buck Cross. Motion carried. Copy attached.

Motion by Charles Still seconded by Delmo Lawson to approve the Deputation of Carolyn Jones in the District Clerk's Office. Motion carried. Copy attached.

Motion by J. W. Meadows seconded by Delmo Lawson to approve a Permit Application by Etex Telephone Coop., Inc. to place a buried telephone cable within the ROW of Upshur County Landing Road. Motion carried. Copy attached.

Motion by J. W. Meadows seconded by Delmo Lawson to approve a Permit Application by Diana Water Supply Corp. to place a water line within the ROW of Smailax Road. Motion carried. Copy attached.

Motion by J. W. Meadows seconded by Delmo Lawson to approve a Permit Application by Joe Neal Duhon to place a culvert within the ROW of Christie Road. Motion carried. Copy attached.

Motion by J. W. Meadows seconded by Paul Davis to approve a Permit Application by Willie McKnight to place a culvert within the ROW of Mule Deer Road. Motion carried. Copy attached.

Motion by Delmo Lawson seconded by J. W. Meadows to approve a Permit Application by Kenneth Cobb to place a culvert within the ROW of Evergreen Road. Motion carried. Copy attached.

Motion by Charles Still seconded by Paul Davis to approve a Special Road Use Agreement by Environmental Timber Company to haul logs over Aspen and Chinaberry Road. Motion carried. Copy attached.

Motion by Charles Still seconded by Paul Davis to approve a Special Road Use Agreement by W. E. Rush Construction Co. to haul sand over Locust and White Oak Roads. Motion carried. Copy attached.

Motion by J. W. Meadows seconded by Delmo Lawson to approve a Special Road Use Agreement by Lee Ray, Inc. to haul gravel over Snap Dragon Road. Motion carried. Copy attached.

Motion by Delmo Lawson seconded by J. W. Meadows to approve a Special Road Use Agreement by Exxon Co. for use of Blue Bird and Bob-O-Link Roads. Motion carried. Copy attached.

Mr. Bob Frisby, with Jail Planners, Inc. gave a progress report on the plans for a new jail. No action was taken at this time.

Motion by Charles Still seconded by Paul Davis to recess until 8:30 A.M. Tuesday, May 10. Motion carried.

Court reopened at 8:30 A.M. Tuesday with all members of the Court present .

Mr. George Cooper met with the Court to explain the procedure for the sale of bonds to purchase property for the County. Motion was made by J. W. Meadows seconded by Paul Davis to approve an Order to issue bonds and publish the Order in the newspaper. Motion carried.

Motion was then made by J. W. Meadows seconded by Delmo Lawson to place a copy of the Financial Advisory Contract in the Court minutes. Motion carried. Copy attached.

Motion by Paul Davis seconded by J. W. Meadows to approve payment for the Delinquent Tax Roll. Motion carried. Copy attached.

Motion by Delmo Lawson seconded by J. W. Meadows to approve payment of the unpaid bills. Motion carried. Copy attached.

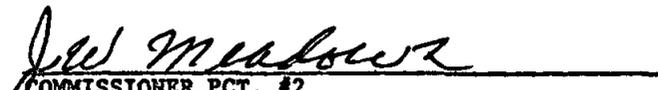
Motion by Paul Davis seconded by Delmo Lawson to recess until futher notice. Motion carried.



COUNTY JUDGE



COMMISSIONER, PCT. #1



COMMISSIONER, PCT. #2



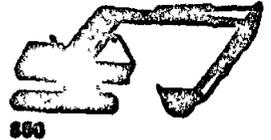
COMMISSIONER, PCT. #3



COMMISSIONER, PCT. #4



SHERCK EQUIPMENT COMPANY, INC.



291 SOUTH EASTMAN ROAD P. O. BOX 8230

LONGVIEW, TEXAS 75602

PHONE 214 753-4481

TO: Upshur County
C/O County Judge
Everett Dean

DATE: 5-9-83

GENTLEMEN:

We appreciate the opportunity to quote you prices below for your consideration, subject to immediate acceptance unless otherwise specified.

ITEM QUANTITY

1-New Case 580D Power Shuttle Torque Converter "Silver Anniversary Special"
11L x 16 Front Tires, 17.5 x 24 Rear Tires, Engine Side Panels, Lights with
Flashers, ROPS Canopy, 24" Backhoe Bucket, and 82" Longlip Loader Bucket.
This Tractor Loader Backhoe meets or exceeds all specifications.
S/N 9070008

Price \$23,031.04

Warranty: One Full Year, No Hour Limit, and Two years or two thousand hours on
Engine.

F.O.B. Upshur County TERMS: Net

SHIPMENT: Sherck Equipment Co., Inc.

QUOTATION EXPIRES: 5-15-83

Estimated delivery dates are subject to delays beyond our control.
The amount of any present or future sales tax, either Federal or State, which may now be
required or later enacted may not be included in prices quoted in this quotation.

PLEASE REQUEST ANY ADDITIONAL INFORMATION DESIRED

Papers attached hereto may be considered a part of this quotation. We appreciate the
opportunity of submitting this proposal and hope to be favored with your order.

ACCEPTED: _____, 19____

SHERCK EQUIPMENT COMPANY, INC.

103 111 - 0 Richard Clark
General Manager

Submitted by *Richard R. Clark*

AFFIDAVIT TO
UPSHUR COUNTY

The undersigned, hereby certifies that this Company, Corporation, Firm, Partnership, or Individual has not prepared this bid in collusion with any other seller, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other seller or to any other person or persons engaged in this type of business prior to the official opening of this bid, and further, that the Manager, Secretary or other Agent or Officer signing this bid is not and has not been for the past six months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon. This affidavit is signed in compliance with Article 2367 Civil Statutes of the State of Texas.

Name of Bidder Sherck Equipment Co., Inc.

Signed by Richard B. Clark GENERAL MANAGER
(Sign name in writing) (Title)

Address: 291 S. Eastman Road (P. O. Box 8230) Longview, TX 75607
(Zip Code)

Telephone No. 753-4481 Date 5-6-83

AFFIDAVIT

STATE OF TEXAS
COUNTY OF

Before me the undersigned authority on this the 6th day of May, 1983, personally appeared Richard B. Clark who being duly sworn deposes and says that he signed the above instrument for the purposes and considerations herein expressed.



Luita J. Patten
Notary Public in and for Gregg County, Texas
My commission expires 2/26/86

Note: Bids not notarized will not be considered.

1983 MAY -2 AM 11:41
COUNTY CLERK
COUNTY OF GREGG
TEXAS



VOL. 23 PG. 395

UPSHUR COUNTY FORD TRACTOR

P. O. Box 1023 Hwy. 271 North
GILMER, TEXAS 75644

TONY G. PUTMAN
Manager

Phone
Bus. (214) 797-2736
Home (214) 843-2874

April 28, 1983

Everett Dean
Upshur County Judge
Gilmer, TX 75644

Dear Judge Dean:

We respectfully submit the following bid for a Ford 555 Tractor-Loader-Backhoe Special with the following specifications:

ENGINE: 3 cylinder, 201 C.I., 62 net flywheel H.P., diesel. Pressurized cooling system with thermostat, full flow lubrication system, suction type fan, 12 volt electrical system, dry type air cleaner, alternator, and voltage regulator.

TRANSMISSION: Standard transmission with four forward and four reverse speeds.

BRAKES: Wet disc mechanical brakes.

STEERING: Power.

LOADER: Front mounted self-leveling loader with one yard bucket and return to dig.

BACKHOE: Two lever, 14 foot backhoe with individually controlled hydraulic stabilizers, transport safety lock with rear guard rail.

TIRES: 11L x 16 10-ply front tires and 16.9 x 24 8-ply rear tires.

OPERATING WEIGHT: 10,680 lbs., less buckets.

ADDITIONAL EQUIPMENT: Cold weather starting aid, tachometer, fuel gauge, coolant temperature gauge, oil pressure warning light, air cleaner restriction indicator, transmission oil temperature warning light, differential lock, 4-post ROPS, industrial swivel seat and seat belt, bucket level indicator on loader, hand and foot throttle, horn, rear wheel fenders.

BID PRICE:	\$25,841.69
LESS: Trade of JD 410B SN 187426T	<u>6,000.00</u>
TRADE DIFFERENCE	\$19,841.69

Delivery date will be 90 days from day of bid acceptance.

UPSHUR COUNTY FORD TRACTOR, INC.

Toney G. Putman
Toney G. Putman
Vice President

1706
To: 49 e- 7/23 89
AFFIDAVIT TO
UPSHUR COUNTY

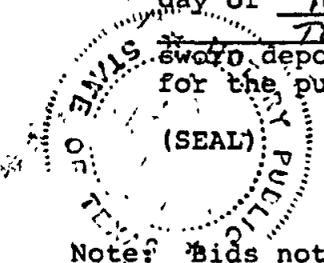
The undersigned, hereby certifies that this Company, Corporation, Firm, Partnership, or Individual has not prepared this bid in collusion with any other seller, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other seller or to any other person or persons engaged in this type of business prior to the official opening of this bid, and further, that the Manager, Secretary or other Agent or Officer signing this bid is not and has not been for the past six months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon. This affidavit is signed in compliance with Article 2367 Civil Statutes of the State of Texas.

Name of Bidder Upshur County Ford Tractor
Signed by Jones G. Putnam (Sign name in writing) V.P. (Title)
Address: P.O. Box 1023 Gilmer, TX 75644 (Zip Code)
Telephone No. 797-2736 Date 4-20-83

AFFIDAVIT

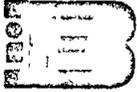
STATE OF TEXAS
COUNTY OF

Before me the undersigned authority on this the 3 day of MAY, 1983, personally appeared JONES G. PUTNAM who being duly sworn, deposes and says that he signed the above instrument for the purposes and considerations herein expressed.



Vernon Hill
Notary Public in and for _____ County, Texas
My commission expires 4-21-87

Note: Bids not notarized will not be considered.



GEO. P. BANE, INC. / 3402 N NE LOOP 323 / TYLER, TEXAS 75708 / 214/597-6641 /

MAILING ADDRESS.
GEORGE P. BANE, INC.
P.O. BOX 4665
TYLER, TEXAS 75712-4665

April 26, 1983

Honorable Judge and
Commissioner's Court
Upshur County
Gilmer, Texas

Gentlemen:

We are pleased to submit the following quotation on
your equipment needs.

One new Allis-Chalmers 715 C Backhoe Loader
with the following equipment:

Engine-A-C 433T, 65 h.p.;
Pressurized Cooling System;
Full Flow Lubrication System;
12 Volt Electrical System;
Dry Type Air Cleaner;
Alternator;
Voltage Regulator;
Transmission-Power Reverser,
4 x 4;
Powersteering;
Bucket-1 cu. yd.;
Backhoe-15' 2" Digging Depth;
Hydraulic Stabilizers;
Hydraulic Boom Lock Valve;
Operating Weight-14,200 lbs.;
ROPS Canopy;
Gauges:
Combination Tail, Stop,
Directional and Flashers.
Exceptions: 16.9 x 24 Tires;
Brakes Multi-Wet Disc.

CONSTRUCTION EQUIPMENT
SALES - SERVICE - PARTS - RENTALS

Honorable Judge
Upshur County
Gilmer, TX

April 26, 1983

List Price	\$43,600.00
Discount.....	<u>17,580.00</u>
Bid Price.....	\$26,020.00
Trade Difference.....	20,000.00

The opportunity of quoting on your equipment needs is appreciated and we hope to serve you in this instance.

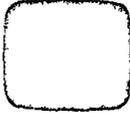
Sincerely yours,

GEORGE P. BANE, INC.

George Gabelmann
 George Gabelmann
 Sales Manager

GG/sw

ACCEPTED:



Allen Machinery Co., Inc.

P O Box 7389 FM 1845
Longview, TX 75607

May 4, 1983

Upshur County
Box 730
Gilmer, TX 75644

We are pleased to bid on the following equipment:

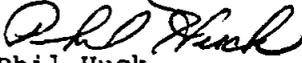
John Deere 310 A Wheel Loader B/H Diesel with;

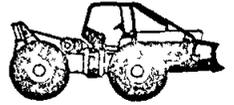
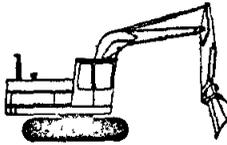
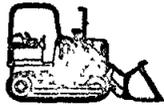
4 Cylinder Engine - 62 Gross H.P. - 58 Net
Flywheel H.P.
8 Speed Hydraulic Reverser Transmission -
Neutral Position
Power Steering
Differential Lock - Foot Lever
Oil Disc Brakes - Self-Adjusting
19.5L x 24, 8-Ply Rear Tires
11.00 x 15, 8-Ply Front Tires
Two 86 Amp Batteries
Deluxe Swing Around Seat
Tachometer
Ether Starting Adi
Cigarette Lighter
Horn
Flat Operator Platform
Dry Air Cleaner Restriction Indicator
Single Lever Loader Control
Loader 1 Yard Bucket - Self-Leveling
14 Foot 5 Inch Backhoe - 2 Cylinder Swing
17 Foot 4 Inch Reach From Mast
24 Inch Bucket
Roll Over Canopy - ROPS Approved
One (1) Year Factory Warranty
90 Day Free Field Service

Cash Selling Price	\$23,355.58
Less Trade In	- 3,500.00
Net Selling Price	\$19,855.58 *

*This price includes \$246.40 for the larger rear tires.

Thank you,
ALLEN MACHINERY COMPANY, INC.


Phil Huck
Salesman



Allen Machinery Co., Inc.

P.O. Box 7389 FM 1845
Longview, TX 75607

May 4, 1983

Upshur County
Box 730
Gilmer, TX 75644

Re: ALTERNATE BID

We are pleased to bid on the following equipment:

John Deere 410 Wheel Loader Backhoe Diesel Tractor with;

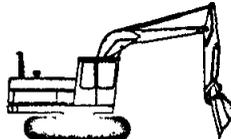
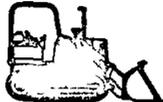
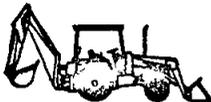
- 8 Speed Hydraulic Reverser Transmission-
Neutral Position
- Power Steering
- Differential Lock - Foot Lever
- Oil Disc Brakes-Self-Adjusting
- Heavy Duty Fixed Tread Front Axle
- 21L x 24, 12-Ply Rear Tires
- 11.00 x 16, 10-Ply Front Tires
- Two 86 Amp Batteries
- Hour Meter
- Tachometer
- Flat Operator Platform
- Deluxe Swing Around Seat
- Instrument Panel Cover
- Single Lever Loader Control
- 1 1/4 Yard Front Loader Bucket - Self-Leveling
- Bucket Level Indicator
- 15 Foot 2 Inch Backhoe - 2 Cylinder Swing
- 18 Foot 8 Inch Reach From Swing Mast
- 24 Inch Backhoe Bucket
- Roll Over Canopy - ROPS Approved
- One (1) Year Factory Warranty
- 90 Day Free Field Service

Cash Selling Price	\$26,313.82
Less Trade In	- 3,500.00
Net Selling Price	<u>\$22,813.82</u>

If you have any questions please do not hesitate to call.
We appreciate the opportunity to bid on your equipment needs.

Thank you,
ALLEN MACHINERY COMPANY, INC.

Phil Huck
Phil Huck



AFFIDAVIT TO
UPSHUR COUNTY

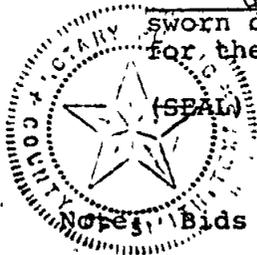
The undersigned, hereby certifies that this Company, Corporation, Firm, Partnership, or Individual has not prepared this bid in collusion with any other seller, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other seller or to any other person or persons engaged in this type of business prior to the official opening of this bid, and further, that the Manager, Secretary or other Agent or Officer signing this bid is not and has not been for the past six months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon. This affidavit is signed in compliance with Article 2367 Civil Statutes of the State of Texas.

Name of Bidder GEORGE P. BANE, INC.
Signed by *George Gabelmann* Sales Manager
(Sign name in writing) (Title)
Address: P. O. Box 4665, Tyler, TX 75712 (Zip Code)
Telephone No. 214/597-6641 Date 5/05/83

AFFIDAVIT

STATE OF TEXAS
COUNTY OF

Before me the undersigned authority on this the 5th
day of May, 1983, personally appeared
George Gabelmann who being duly
sworn deposes and says that he signed the above instrument
for the purposes and considerations herein expressed.



William J. Smith Smith
Notary Public in and for County, Texas
My commission expires 10/31/84

Notes: Bids not notarized will not be considered.

1983 MAY -5 PM 1:10

Upshur County Health Dept.

BOX 639

GILMER, TEXAS 75644

May 3, 1983

Commissioner's Court of
Upshur County, Texas
P.O. Box 730
Gilmer, Texas 75644

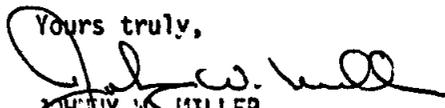
RE: Abandoned Well located on Property belonging to Buck Cross

Gentlemen:

As requested by you on May 3, 1983 you are advised I have gone upon the property of Buck Cross and examined the sight of the abandoned well.

It is my opinion that this well should be filled because it poses a health hazard.

Yours truly,


JOHNNY W. MILLER
Sanitation Inspector
Upshur County Health Department

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DEPUTATION

THE STATE OF TEXAS

County of Upshur } I, Horace Ray
 _____ of the County of Upshur and State of Texas, having
 full confidence in Carolyn Jones of said County and State, do hereby,
 with the consent of the Honorable Commissioners' Court of Upshur County, nominate
 and appoint her, the said Carolyn Jones my true and
 lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the
 office of said District Clerk of said County and State, hereby
 ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 2 day of May 19 83.

Horace A. Ray

 Horace Ray
 of Upshur County, Texas.

VOL 23 PG 404

THE STATE OF TEXAS

County of Upshur } BEFORE ME, Bobbie Hankins

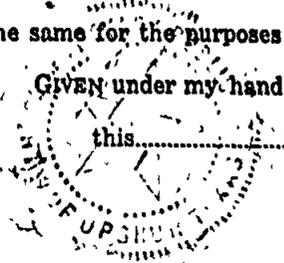
in and for Upshur County, Texas,

on this day personally appeared Horace Ray

known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at Gilmer

this 2 day of May 19 83



Bobbie Hankins
Bobbie Hankins
Notary Public

OATH OF OFFICE

I, Carolyn Jones do solemnly

swear (or affirm) that I will faithfully execute the duties of the office of

District Clerk of the State of Texas,

and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable thing, or promised any public office or employment, as a reward to secure my appointment, or the confirmation thereof. So help me God.

Carolyn Jones

Subscribed and sworn to before me, this 2 day of May 19 83

Bobbie Hankins
Bobbie Hankins
Notary Public

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

Precinct 2
Date 5 - 4 - 83

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

Formal notice is hereby given that Etex Telephone Cooperative, Inc.

whose principal address is P. O. Box 130, Gilmer, Texas 75644

does propose to place a buried telephone cable

within the RCW of County Road (s) Upshur County Landing Road

To place Underground telephone cable on county road right of way on Upshur County Landing Road and to make road crossing on or at the intersection of Camp Joy and County Landing Road, in Precinct # Two (2) as follows:

The location and description of the proposed lines or appertences is more fully shown by two (2) 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 5 th. day of May 1983.

*Approved
5-9-83*

Firm Etex Telephone Coop.
By Jimmie Melchess
Title Right Of Way Agt.
Address Box 130
Gilmer, Texas 75644

UPSHUR CO. LANDING RD

477
18

APPROX 1600 FT

Public - Landing
Quail
Shore

U.S. COAST ENGINEERS

EXCH TELEPHONE
ONE CITY EXCHANGE



TO CAMP TAYLOR & ORR DIT

U.S. COAST
ENGINEERS

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 2
DATE May 2, 1983

Formal notice is hereby given that Diana Water Supply Corp.
whose principal address is P.O. Box 74, Diana, Texas 75640
does propose to place a water line
within the ROW of County Road Smilax Road
as follows:

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
 day of , 19 .

NAME Duane E. Burcham

TITLE Manager

ADDRESS P.O. Box 74 Diana Texas

[Signature]
5-9-83

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 1

DATE April 21, 1983

Formal notice is hereby given that Kenneth Cobb
whose principal address is Rt. 8, Box 92, Gilmer, Texas 75644
does propose to place a culvert installation
within the ROW of County Road Evergreen Road
as follows:

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
_____ day of _____, 19____.

NAME *Lester D. Cobb*

TITLE _____

ADDRESS _____

734-4380

Approved
5-9-83

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, Environmental Timber Company, 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) Aspen and Chinaberry Road

2.

First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road so that said road will be open to travel by the public at all times.

3.

First Party agrees to grade, maintain and otherwise repair said road using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing 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.

5.

First Party agrees 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 9 day of May,
A.D. 19 83.

J. R. Curtis
FIRST PARTY Environmental Timber Co.
P.O. Box 26
Gilmer, Texas 75644

Lawrence Dean
COUNTY JUDGE

Nelma Lawson
COMMISSIONER #1

J. W. Meadows
COMMISSIONER #2

E. J. Hill
COMMISSIONER #3

Paul W. ...
COMMISSIONER #4

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, W. E. Rush Construction 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) Locust and White Oak Roads

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 sand 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.

5.

First Party agrees 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 9 day of May,
A.D. 1983.

Jacko Bolt
FIRST PARTY Box 155
White Oak, Texas

August D. ...
COUNTY JUDGE ... Construction Co.

Rebus Lawton
COMMISSIONER #1

J. W. Meadows
COMMISSIONER #2

C. J. Hill
COMMISSIONER #3

Samuel ...
COMMISSIONER #4

SPECIAL ROAD USE AGREEMENT CONTRACT

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

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

2.

First Party agrees to use its vehicles in such a
manner as not to block or interfere with other traffic on said
road so that said road will be open to travel by the public
at all times.

3.

First Party agrees to grade, maintain and otherwise
repair said road using its own equipment, labor and materials,
if any needed, during the duration of time that First Party
is removing gravel 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 _____ 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 9 day of May,
A.D. 19 83.

Bobby Ray
FIRST PARTY Lee Ray, Inc.
P.O. Box 174
Winnsboro, Texas 75494

Ernest Deane
COUNTY JUDGE

Delma Lawson
COMMISSIONER #1

Joe Meadows
COMMISSIONER #2

C. J. Hill
COMMISSIONER #3

Samuel Jones
COMMISSIONER #4

SPECIAL ROAD USE AGREEMENT

THIS AGREEMENT made and entered into by and between EXXON COMPANY, U.S.A. (a division of Exxon Corporation), herein called "Exxon," and the COUNTY COMMISSIONERS OF UPSHUR COUNTY, TEXAS,

W I T N E S S E T H :

WHEREAS, for the purpose of constructing the location and drilling and completing the James Jackson 1-2 Well in Upshur County, the location of which is shown on Exhibit "A" attached hereto, it is necessary for Exxon to use a portion of two county roads in Precinct No. 1 over which the Commissioner for that Precinct has jurisdiction and the obligation to maintain said road in good repair; and

WHEREAS, both parties are aware of possible damage to said roads as a result of such use of said roads, and Exxon desires to assume responsibility for such damage to the extent herein provided:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein stated, it is agreed as follows:

1. Exxon agrees that its contractors will use for the purpose above recited, only that section of the county roads shown in RED on Exhibit "A," which section of road is hereinafter referred to as "the roads." The term "the roads" shall (for the purposes of this agreement) include any bridge or culvert located on or under said roads. For convenience, the use of the roads by the contractors will be referred to as Exxon's use.

2. Exxon agrees that such use will be made in such a manner as not to block or interfere with other traffic on the roads, so that the roads will be open to travel by the public at all times.

3. Exxon agrees to reimburse Upshur County for the reasonable costs of materials for maintaining and repairing the roads during the time that Exxon is using said roads, to the extent that such maintaining and repairing are necessary as the result of Exxon's use of the roads. Exxon also agrees to reimburse Upshur County for such costs incurred in repairing the roads following completion of use of the roads by Exxon as herein provided, to the extent that such repairing is necessary as the result of Exxon's use of the roads as provided herein. The approximate cost of materials to completely resurface a county road is \$6,000.00 per mile. The length of roads to be used by Exxon is about 1.4 miles. Therefore, Exxon agrees to reimburse the County for a maximum of its fair share of \$8,400.00.

4. During the time that Exxon is so using the roads, if the County Commissioner of Precinct No. 1 proposes to perform any maintenance work or repairs on the roads which said Commissioner deems necessary as the result of Exxon's use of the roads, said Commissioner shall give notice to Exxon of the proposed action not less than forty-eight (48) hours in advance of the performance of said work. In such event, a joint inspection shall be made by an Upshur County representative and a representative of Exxon so that a mutual agreement can be reached, if possible, as to the cause of the need for such maintenance or repair, and the nature and extent of the necessary repairs. Upon completion of Exxon's use of the roads under this agreement, Exxon shall promptly give the County Commissioner of Precinct No. 1 notice of such fact, and promptly thereafter, a joint inspection shall be made by an Upshur County representative and a representative of Exxon so that a mutual agreement can be reached, if possible, as to the repairs which have become necessary by reason of Exxon's use of the roads. Following each such joint inspection, the County of Upshur shall submit to Exxon a written estimate of the cost of materials for such necessary repairs. The notices herein provided for shall be given in writing, addressed to Exxon at P. O. Box 9003, Tyler, Texas 75711, and to the County Commissioner of Precinct No. 1 at P. O. Box 730, Gilmer, Texas 75644.

5. Payment by Exxon hereunder shall be made upon proof of expenditures, with evidence as to what the expenditures relate, together with a written statement signed by the County Judge of Upshur County, Texas, that such repair work has been completed in a manner satisfactory to the County.

6. Nothing herein shall be construed as a waiver by the Commissioner of Precinct No. 1 of the authority granted him by Article 6717, V.A.C.S., but the rights and authority granted said Commissioner by the terms of said statute are expressly reserved by the Commissioner in the event Exxon fails to abide by the conditions herein stated.

IN WITNESS WHEREOF, the parties hereto have signed this agreement this 9 day of May, A.D., 1983.

EXXON COMPANY, U.S.A.
(a division of Exxon Corporation)

FORM APPROVED 7521

BY: J.A.C.
J. A. O'CONNOR, III
District Manager
Tyler Production District
East Texas Division

August Dean
COUNTY JUDGE
UPSHUR COUNTY, TEXAS

Delmo Lawson
COMMISSIONER OF PRECINCT NO. 1

Jew Meadows
COMMISSIONER OF PRECINCT NO. 2

Charles L. Stille
COMMISSIONER OF PRECINCT NO. 3

[Signature]
COMMISSIONER OF PRECINCT NO. 4

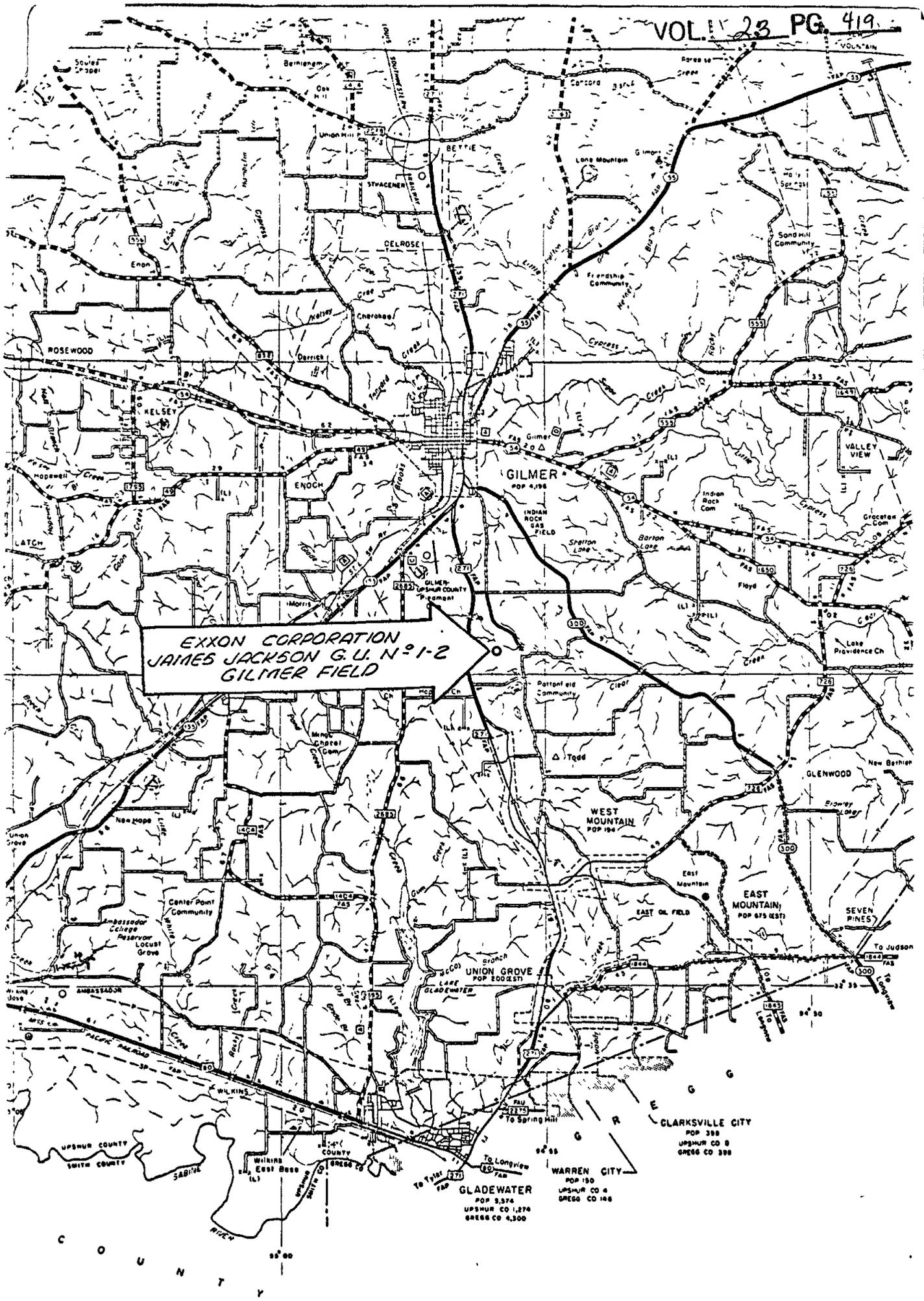


EXHIBIT "A"

VOL 23 PG. 420

FINANCIAL ADVISORY CONTRACT

(M.A.C. Form C-1 Revised. Standard Form of Agreement between Political Subdivision and Financial Advisor Covering Issuance of Securities. Form approved by the Municipal Advisory Council for Use of Members Only.)

Date April 11, 1983

To: Hon. Judge & Commissioners' Court
Upshur County Courthouse
Gilmer, Texas

Gentlemen:

1. We understand that you are contemplating the issuance of securities of the kinds, in the amounts, and for the purposes indicated as follows:

\$ 300,000.00 Bonds or Certificates of Obligation
for Jail and/or Courthouse improvements.

and that in connection with the issuance of these securities you desire this proposal from us to perform professional services in the capacity of Financial Advisor for Upshur County, Texas (hereinafter called "Issuer").

2. By this proposal we offer our professional services and our facilities as Financial Advisor for the issuance and sale of the above-described securities, and in that capacity we agree to perform the following duties, and to perform such other duties, as, in our judgment, may be necessary or advisable:

- a. We will make a survey of the financial resources of the Issuer to determine the extent of its borrowing capacity. This survey will include an analysis of the existing debt structure as compared to existing and projected sources of income which may be pledged to secure payment of debt service, and where appropriate, will include a study of the trend of the assessed valuation of the Issuer, the Issuer's taxing power, and the present and estimated future taxing requirements. If the revenues of a system or facility are to be pledged to repayment of the securities in question, the survey will take into account any outstanding obligations which are payable from the net revenues thereof, additional net revenues to arise from any proposed rate increase, and the additional net revenues as projected by your consulting engineers as a result of the improvements to be financed by the securities in question. We will also take into account your future financing needs and operations as projected by your staff and/or your consulting engineers and other experts.
- b. On the basis of the information developed by the survey described in the above and foregoing paragraph, and on the basis of other information and experience available to us, we will submit our written recommendations on the financing in question. Our plan will include recommendations as to the date of issue, interest payment dates, schedule of principal maturities, options of prior payment, and any other necessary additional security provisions designed to make the issue more attractive to investors. All recommendations will be based on our best professional judgment, with the goal of designing securities which can be sold under terms most advantageous to Issuer, and at the lowest interest cost consistent with all other considerations.
- c. We will advise you of current bond market conditions, forthcoming bond issues, and other general information and economic data which might normally be expected to influence the interest rates or bidding conditions, so that the date for the sale of the securities can be set a time, which, in our opinion, will be favorable.
- d. If it is necessary to hold an election to authorize the securities, we will, under the direction of the bond attorneys, assist in coordinating the assembly and transmittal to the bond attorneys of such data as may be required for the preparation of the necessary petitions, orders, resolutions, notices and certificates in connection with the election.
- e. We will coordinate the preparation and submission of the Official Notice of Sale, the Official Statement or Offering Statement, and such other market documents which you may require. We will also supervise preparation of the uniform bid form, containing provisions recognized by the municipal securities industry as being consistent with the securities offered for sale. We will submit to you all such offering documents, including the Official Statement, for your proper examination, approval and certification. After such examination, approval and certification we will furnish you with a supply of such documents and shall mail a set of the same to a list of prospective bidders, a copy of which list shall be submitted to you upon request. We will also supply sufficient copies of the Official Statement or Offering Statement to the purchaser of the securities in accordance with the terms of the Notice of Sale.

- f. We will make recommendations to the Issuer on the matter of bond rating(s) for the proposed issue and when directed by you shall coordinate the preparation of such information as in our opinion is required for submission to the rating agency(ies). In those cases where the advisability of personal presentation of information to the bond rating agencies may be indicated, we will arrange for such personal presentation.
- g. If the securities are to be sold at public sale we will disseminate information to prospective bidders, we will organize such information meetings as in our judgment may be necessary, and will work with prospective bidders to assist them in timely submitting proper bids. We will assist you at the bond sale for the purpose of coordinating the receipt of bids, and the furnishing of good faith checks where indicated, and for the purpose of tabulation and comparison of bids, and will advise you as to the best bid, and will provide our recommendation as to acceptance or rejection of such bid. As soon as a bid for the bonds shall be accepted by you, we will proceed to coordinate the efforts of all concerned to the end that the bonds may be delivered and paid for as expeditiously as possible. Should the bonds be eligible under Texas laws for purchase by the State Board of Education, the Financial Advisor will be responsible for the preparation of an Application for Purchase or Waiver and its timely submission to the Board. We shall assist you in the preparation or verification of final closing figures, and when requested, will provide suggestions on a program of temporary investment of bond proceeds, in consultation with the Issuer's architect or consulting engineer, consistent with the construction timetable for the project.
- h. We will act as your agent in arranging for the printing of the securities, and will submit same for execution and impression of seal, and we will attend to their delivery to the Attorney General for approval and the Comptroller of Public Accounts for registration, it being understood that title to and ownership of the printed securities shall be in the Issuer until they are sold and delivered to the purchaser.

After closing we will deliver to you and your paying agent(s) definitive debt records, including a schedule of annual debt service requirements on the obligations being delivered to the purchaser.

3. We agree to direct and coordinate the entire program of financing herein contemplated. In that connection we understand that you have retained or expect to retain Hutchison, Price, Boyle & Brooks, Dallas, Texas, a firm of recognized municipal bond attorneys, who will prepare the proceedings and advise the steps necessary to be taken to issue the securities and who will issue an opinion approving their legality. We will maintain liason with this firm of bond attorneys and shall assist in all financial advisory aspects involved in the preparation of appropriate legal proceedings and documents.

Where the issuance and sale of the securities, and construction of the project in question, requires the approval of any state or governmental agency, we shall assist you in the preparation of all financial information required for inclusion in applications for such approval, and when requested by you, shall appear on your behalf to provide appropriate testimony at public hearings before state and other governmental commissions and boards. We will also be available to participate with you in any preliminary conferences with the staffs of any state or governmental agencies involved, and we will, for qualified projects, coordinate the preparation of financial assistance applications required for state involvement.

4. In consideration for the services rendered by us in connection with the issuance and sale of the above-described securities it is understood and agreed that our fee will be as follows:

**A fee calculated by use of the attached
FINANCIAL ADVISORY FEE SCHEDULE FOR GENERAL OBLIGATION BONDS**

In consideration of the above fee we will assume and be responsible for the following expenses:

**Items 1 through 8 on page 7 of the attached booklet,
FINANCIAL ADVISORY SERVICES FOR MUNICIPALITIES.**

FINANCIAL ADVISORY FEE SCHEDULE FOR GENERAL OBLIGATION BONDS

If the Amount of Bonds
Delivered to Purchaser is:

<u>More Than</u>	<u>And Not More Than</u>	<u>The Fee Is:</u>
\$ -0-	\$ 100,000	\$ 5,000
100,000	500,000	5,000 plus \$12.00 per \$1,000 all over \$ 100,000
500,000	1,000,000	9,800 " 6.00 " " " 500,000
1,000,000	1,500,000	12,800 " 5.00 " " " 1,000,000
1,500,000	2,500,000	15,300 " 4.00 " " " 1,500,000
2,500,000	5,000,000	19,300 " 2.30 " " " 2,500,000
5,000,000	10,000,000	25,050 " 2.10 " " " 5,000,000
10,000,000	20,000,000	35,550 " 1.70 " " " 10,000,000

SAMPLE FEES

<u>Amount of Bonds</u>	<u>Financial Advisory Fee</u>
\$ 100,000	\$ 5,000
200,000	6,200
300,000	7,400
400,000	8,600
500,000	9,800
750,000	11,300
1,000,000	12,800
1,500,000	15,300
2,000,000	17,300
2,500,000	19,300
4,000,000	22,750
5,000,000	25,050
7,500,000	30,300
10,000,000	35,550
15,000,000	44,050
20,000,000	52,550

Our fee and reimbursable expenses shall become due and payable simultaneously with the delivery of the securities to the purchaser.

5. In the event any bond election be necessary, if such election shall fail, the fee due us shall be none; however, should the same or similar propositions again be submitted to election held within 24 months from date hereof, then at our option the agreement covered by this proposal shall apply to any such securities.

6. It is further understood and agreed that we reserve the right to submit a bid for the securities when offered for sale.

7. This agreement shall be terminated by the delivery to the purchaser of all the securities covered hereby, whether delivered all at one time, or in installments.

8. Special Conditions. In addition to the terms and obligations herein contained, this proposal and agreement is subject to the following special conditions:

9. This proposal is submitted in duplicate originals. When accepted by Issuer it will constitute the entire agreement between Issuer and the undersigned for the purpose and considerations herein specified. Your acceptance will be indicated by proper signatures of your authorized officers or representatives on both copies and the returning of one executed copy to us:

Respectfully submitted,

Firm: SCHNEIDER, BERNET & HICKMAN, INC.

By George E. Cooper Vice President
Authorized Representative

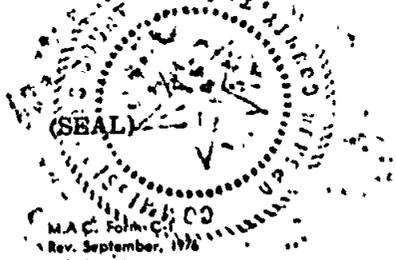
ACCEPTANCE

ACCEPTED pursuant to motion adopted by the Commissioners'
Court of Upshur County, Texas
on this 11th of April, 1983.

Lawrence Dean
Title Upshur County Judge

ATTEST:

[Signature]
Title Upshur County Clerk



DELINQUENT TAX RECORD EXPENSE STATEMENT

OFFICE OF TAX ASSESSOR-COLLECTOR

Upshur County
Gilmer Texas

The Commissioners Court of
Upshur County, Texas
and the
Comptroller of Public Accounts
Austin, Texas

STATE OF TEXAS
COUNTY OF Upshur

I, Michael L. Smith, Assessor-Collector of taxes, do hereby certify that
in compliance with the provisions of Article 7336f, Revised Civil Statutes, I have compiled or caused to be
compiled a consolidated delinquent tax record, or a supplement to the delinquent tax record (the assessor-
collector shall rule out part necessary to show whether the record covers all years or if it is a supplement)
of all taxes delinquent and not barred by the Act.

I submit the record covering the years 1939 to 1980, and the account for your approval. The
original copy of the record contains 52342 items or written lines, and the actual cost incurred by me in
compiling same, as shown by the attached itemized statement, for clerical expense and supplies; or statement
of compiler under contract as lowest and best bidder is \$10,468.40

WITNESS MY HAND AND SEAL OF OFFICE, this the day of A. D. 19 83

(COLLECTOR'S SEAL)

Michael L. Smith
Assessor-Collector of
Upshur County
State of Texas

Above Account approved in open court, this, the 10th day of May, A. D. 19 83

(SEAL OF THE COURT)

Walter De
Clerk, Commissioners Court
Upshur County
State of Texas

10th day of May, 1983

Comptroller of Public Accounts
State of Texas

Total State Ad Valorem
and State Poll Tax \$ 51085.98
Total County Ad Valorem
Polls and Subdivisions \$ 388512.63

I hereby certify that the number of items or written lines and the cost of the record as shown above are
correct, and the record was compiled under contract for .20 cents per line, for the years 1939 to 1980,
or for the total sum of \$ 10,468.40, as provided for in Article 7336f, Revised Civil Statutes.

Manner Love
Contractor

NOTE: These certificates are to be executed in triplicate, all three copies to be forwarded to the Comptroller. Upon final approval,
two copies of each will be returned to the tax assessor-collector for his files. A ruling of the Attorney General, Opinion
O-4644, holds that actual cost for compiling does not include work done by the assessor-collector or by his deputies if for
any reason the Assessor-Collector and his regular deputies are unable to perform the duties required by this Act, then such
Assessor-Collector shall contract with a competent person, or persons, to compile, recompile, or supplement the delinquent
tax record.

R. MAURICE LOVE
PUBLIC ACCOUNTANT

ROUTE 1, CLARKSVILLE, TEXAS 75426
214-427-2197

April 1, 1983

UPSHUR COUNTY DELINQUENT TAX RECORD 1939-80

Division of Cost

	<u>Tax</u>	<u>Per Cent of Total</u>	<u>Share of Cost</u>
State	\$ 51,085.98)		
County	292,860.74)		
R/B Special ..	62,994.06)		
Road Dists ...	3,060.58)	93.2672	\$ 9,763.58
Schools	<u>29,597.25</u> .	<u>6.7328</u>	<u>704.82</u>
	\$439,598.61	100.0000	\$10,468.40

(52,342 lines @ 20¢ \$10,468.40)

Thank you!

Maurice Love

Form 2940-9.04 (Rev. 1/78)

DELINQUENT TAX RECORD APPROVAL CERTIFICATE

THE STATE OF TEXAS

County of Upshur I. Micheal L. Smith, Tax Assessor-Collector of Upshur

County, Texas, hereby certify that the following number of pages (1246) is a compilation of the delinquent taxes of said county for the years 1939 to 1980, inclusive, and contains a complete list of lands and lots that have been reported delinquent, or sold to the State for taxes for said years; containing, also, the data and information set out in Article 7336f, Revised Civil Statutes, 1925, and which have not been redeemed or cancelled, and is a correct Delinquent Tax Record for said years, compiled under the provisions of Article 7336f, Revised Civil Statutes.

Micheal L. Smith (Signature)

(SEAL)

Tax Assessor-Collector of Upshur County, Texas

THE STATE OF TEXAS

Upshur County I. J. B. Hill, Jr., County Clerk of Upshur

County, Texas, having received the foregoing compiled Delinquent Tax Record of Upshur County, prepared by Micheal L. Smith, Tax Assessor-Collector of said county,

and certified by him as a correct record of the said county for the years 1939 to 1980, inclusive, hereby certify said record to the Commissioners Court of said county for examination and correction as required by Article 7336f of Revised Civil Statutes.

J. B. Hill, Jr. (Signature)

County Clerk of Upshur County, Texas

THE STATE OF TEXAS

Upshur County. Having carefully examined the Delinquent Tax Record of Upshur County, Texas, for the years 1939 to 1980, as certified to the Commissioners Court by J. B. Hill, Jr., County Clerk of said County, and having found the same to be correct, it is in all things approved as the correct Delinquent Tax Record of this County for said years, this 10th day of May, 1983.

ATTEST:

J. B. Hill, Jr. (Signature) County Clerk

Ernest D. ... (Signature) County Judge

Felma Lawson, J. W. Meadows, John L. Hill, Paul ... (Signatures)

Commissioners of Upshur County, Texas

THE STATE OF TEXAS COMPTROLLER'S DEPARTMENT

Approved by the Comptroller of Public Accounts, State of Texas, on this day of 1983.

XX(SEAL)X

NOTE: These certificates should be executed in triplicate, all three copies returned to the Comptroller with his copy of the record, and upon approval by the Department, two copies of the record of the Comptroller to be attached to the county's copies of this said record.

GENERAL FUND

<u>CLAIM NO:</u>	<u>PAY TO:</u>	<u>CLASSIFICATION:</u>	<u>AMOUNT:</u>
816	The Gilmer Mirror	V-V	630.20
817	Nashua Corporation	V-314	1,262.00
818	Elliott Office Supply	V-V	589.00
819	Standard Office Equipment Co.	403-310	4.05
820	Walraven Bros., Inc.	403-312	15.53
821	Clarke & Courts	403-329	8.91
822	Business Records	403-417/1,305.40 -418/1,858.66	3,164.06
823	Jail Planners, Inc.	409-479	218.52
824	Jail Planners, Inc.	409-479	11,000.00
825	James A. Attaway, Jr.	435-407	100.00
826	Dwight Brannon	435-407	570.00
827	Dwight Brannon	435-408	50.00
828	Hon. Alvin G. Khoury	435-415	9.20
829	Schwaab	450-310/31.50 495-310/14.00	45.50
830	Clarke & Courts	450-329	101.11
831	Stafford-Lowdon Co.	450-330/11.11 495-330/10.88	21.99
832	Medical & Pathology Lab. Services of Et. Texas, Inc.	455-416	420.00
833	Lanier Business Products	476-570/393.00 476-452/202.00	352.00
834	Hartgraphics	476-312/28.25 497-312/6.27	34.52
835	Western Auto Associate Store	510-370	12.69
836	Perry Brother's Inc. #15	476-310/3.99 510-380/5.49	9.48
837	University Of Texas at Austin	495-425	180.00
838	Economy Auto Supply, Inc.	510-350	3.66
839	Aratex/Ind. Uniform & Towel	510-380	28.86
840	Upshur-Rural Electric Coop.	510-441	24.25
841	Swepco	510-441	1,576.88
842	Arkla Gas	510-442	131.28
843	Keith Hamberlin	510-480/2.00 560-480/191.75	193.75
844	Esco Elevators, Inc.	510-480	144.31
845	Quill Corporation	560-310/21.87 700-310/78.89	100.76
846	Tyler Uniform Co., Inc.	560-334	9.20
847	East Texas Communications Co.	560-350/20.24 560-450/45.00	65.24
848	Goodyear Auto Service Center	560-342/49.75 560-350/63.80 560-450/16.40	129.95
849	Tony's Sporting Goods, Inc.	560-411	75.00
850	Racal-Milgo	560-420	147.00
851	National Police Supply	560-333	11.95
852	Hamberlin's Exxon Service	560-340/10.00 560-350/54.35 560-450/80.00	144.35
853	Whiteside Garage	560-350/22.19 560-450/25.00	47.19

854	Don's Mini Storage	560-463	23.00
855	Ford Memorial Hospital	565-337	444.09
856	Janvan Jenkins, D.D.S.	565-337	65.00
857	Gilmer Drug Co.	565-337	16.68
858	MUW Juvenile Dept.	575-473	1,876.92
859	Gaylord Bros., Inc.	650-310	174.70
860	Joyce Smith	650-425	6.70
861	Enma Stine	650-425	20.86
862	Unique, Inc.	665-390	4.95
863	R. O. W.	800-70	400.00

R & B 1

116	Gilmer National Bank	750-710	53,000.00
119	Young Oil Co.	611-340	51.10
120	Goodyear Auto Service Center	611-342/87.29	92.29
		611-450/5.00	
121	Automotive Service Parts	611-350	25.06
122	Mirick Machine Co.	611-350	265.00
123	Hogg's Pharmacy	611-350	4.40
124	Sherck Equipment Co., Inc.	611-350	470.32
125	George P. Bane, Inc.	611-350	163.08
126	Upshur County Ford Tractor	611-350	15.09
127	Upshur-Rural Electric Coop.	611-441	16.98
128	Diana Welding Service	611-450	252.00
129	Economy Auto Supply	611-450	11.45

R & B 2

116	Gilmer National Bank	750-710	66,000.00
117	Young Oil Co.	612-340	1,823.75
118	H. C. Wilson, Distributor	612-344/478.80	778.80
		612-350/300.00	
119	Joseph Melvin	612-346	56.00
120	Henry T. Lynn	612-346	30.00
121	Long Motor Co., Inc.	612-350	31.70
122	Upshur County Ford Tractor	612-350	107.20
123	Gilmer Auto Supply, Inc.	612-350	19.14
124	Upshur-Rural Electric Coop.	612-441	29.69
125	Etex Telephone Coop.	612-443	20.45
126	Smith Oil Co.	612-473/90.40	135.40
		612-474/45.00	

R & B 3

115	Young Oil Co.	613-340	112.83
116	Grady Holmes	613-344	363.60
117	H. C. Wilson, Distributor	613-344	1,135.20
118	Economy Auto Supply, Inc.	613-350	116.21
119	Bennett Equipment Co., Inc.	613-350	56.06
120	East Texas Diesel Specialist, Inc.	613-350/122.07	232.07
		613-450/110.00	
121	Long Motor Co., Inc.	613-350/56.46	66.46
		613-450/10.00	
122	York Pump & Equipment, Inc.	613-350/14.00	15.00
		613-450/1.00	
123	Upshur-Rural Electric Coop.	613-441	21.15
124	Crow's Texaco	613-450	30.00

26

Goodyear Auto Service Center

613-342

R & B # 4

130	Gilmer National Bank	750-710	
135	Sharon Water Supply Co.	614-440	5,000.00
137	Young Oil Co.	614-340	10.00
138	Western Auto Associate Store	614-349	2,076.63
139	A & E Mill & Wilding Supply	614-349	3.29
140	Economy Auto Supply	614-349/898.56	39.38
		614-350/116.68	1,015.24
141	Cook Hardware & Furniture	614-350	
142	Gilmer Auto Supply, Inc.	614-350	16.35
143	Long Motor Co. Inc.	614-350	30.92
144	Leland Equipment Co.	614-350	991.45
145	Gilmer Lumber Co., Inc.	614-389	11.07
146	Upshur Rural Electric Coop.	614-441	4.75
147	Etex Telephone, Coop.	614-443	23.44
			15.24

REVENUE SHARING

61	Gilmer National Bank	750-710	159,000.00
63	Nichols Machinery Co.	770-576	58,155.00
65	Dorchester Refining Co.	614-348	2,775.17
66	Dorchester Refining Co.	614-348	2,795.15

SALARY FUND

71	Gilmer National Bank	770-201	15,106.99
73	TCDRS	770-210	13,422.39
72	First National Bank	770-257	13,759.80
74	American Family Cancer Plan	780-206	215.58
75	Mid-Continent Life Ins. Co.	780-206	296.50
76	Transport Life Ins. Co.	780-206	236.65
77	Permanent School	800-720	1,777.01

PERMANENT SCHOOL

20	Salary Fund	800-720	308.00
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CRIME TAX

10	State Treasurer	770-476	342.00
13	General Fund	770-480	18.00

100 BY 10 W 3 13

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HORACE A. RAY
DISTRICT CLERK
115TH DISTRICT COURT
UPSHUR COUNTY

PHONE 843-2313

May 9, 1983

GILMER, TEXAS
75644

Honorable Commissioners Court
Upshur County
Gilmer, Texas 75644

Dear Commissioners,

We would like to take this opportunity to thank you for allowing us to attend the Area District Clerks meeting, April 27, 1983.

We had the opportunity to hear panel discussions on Bills before the House and Senate that directly affect our counties. We were also able to gather information on other counties systems of bookkeeping, both manual and computer.

Thank You,

Horace A. Ray
Horace A. Ray
District Clerk

Ann Goar
Ann Goar
Deputy

THE FIRST STATE BANK
GLADENWATER, TEXAS 75647

JACK M. FINLEY, INC.
DBA LAWYERS TITLE AGENCY
OPERATING ACCOUNT
422 NORTH GREEN 757-5116
LONGVIEW, TEXAS 75601

314

88-1379
1119

May 10, 1983

PAY TO THE ORDER OF Upshur County Clerk

\$ 150.00

-----One Hundred Fifty and no/100-----

DOLLARS

THIS CHECK IS DELIVERED FOR PAYMENT ON THE FOLLOWING ACCOUNTS

May Upkeep for Plant			

LAWYERS TITLE AGENCY
OPERATING ACCOUNT

Lynette O. Kindt

⑆000314⑆ ⑆11913798⑆ ⑆0312649⑆

MAY 11 11 11 AM '83

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