



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

May 16, 1983

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

Judge Dean read the minutes of the May 9, 1983 meeting. Motion was made by Delmo Lawson seconded by J.W. Meadows for the minutes to stand as read. Motion carried.

Motion by J.W. Meadows seconded by Delmo Lawson to approve a Special Road Use Agreement by Ross Construction Company to haul gravel over Crocus Road. Motion Carried. Copy attached.

Motion by J.W. Meadows seconded by Delmo Lawson to approve a Special Road Use Agreement by Woolfs and Magee Company to haul a Drilling Rig over Crocus Road. Motion Carried. Copy attached.

Motion by J.W. Meadows seconded by Delmo Lawson to approve a Permit Application by Bobby Ray Doddy to place a culvert installation within the ROW of Mule Dear Road. Motion carried. Copy attached.

Motion by J.W. Meadows seconded by Delmo Lawson to approve a Permit Application by Daniel J. Luton to place a culvert installation within the ROW of County Road to North of Aster Trail. east of Poppy. Motion Carried. Copy attached.

Motion by Charles Still seconded by Paul Davis to approve filling an abandoned well located on the property belonging to Sam Snow. Motion carried.

County Auditor Keith Barber and Tom Slack met with the Court presenting three bids from different Insurance Company's for the Upshur County Health and Life Insurance for Employees and Officials. After a lengthy discussion the court agreed to meet Friday at 10:00 A.M. with the County Auditor and Tom Slack to decide which bid to accept for the County Insurance.

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

Motion by Delmo Lawson seconded by Paul Davis to recess until Friday May 20 1983 at 10:00 A.M. Motion carried.

Court reopended at 10:00 A.M. Friday with all members of the court present.

County Auditor Keith Barber and Tom Slack met with the Court presenting the plan from Transport Insurance Company for Upshur County Health and Life Insurance for Employees and Officials. After some discussion a Motion was made by J.W. Meadows seconded by Delmo Lawson to accept the bid from Transport Insurance Company. Motion carried. Copy attached.

Court went into Executive Session and later reopended

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

Motion by Paul Davis seconded by Charles Still to adjourn. Motion carried.

Ernest Dean
County Judge

Delmas Lawson
Commissioner, Pct. #1

J. W. Meadows
Commissioner, Pct. #2

Charles F. Miller
Commissioner, Pct. #3

Paul H. [unclear]
Commissioner, Pct. #4

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, Ross Construction Co., 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) Crocus 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 16 day of May,
A.D. 19 83.

595-1998

Randy Chandler
FIRST PARTY Kenneth Ross Construction
3205 Hallmark
Tyler, Texas 75701

Gregory Dean
COUNTY JUDGE

Robert Larson
COMMISSIONER #1

J.W. Meadows
COMMISSIONER #2

Charles F. Hill
COMMISSIONER #3

Paul [unclear]
COMMISSIONER #4

23 MAY 11 11:00 AM '83

ONE

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, Woolf and Magee Company, 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) Crocus 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 drilling rig 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 16 day of May, A.D. 19 83.

Stuart Rudkonne

FIRST PARTY
P.O. Box 6566
Tyler 75711
WOLF + MALCOLM, INC.
COUNTY JUDGE

Edward Dow

Delms Lawson
COMMISSIONER #1

Joe Meadows
COMMISSIONER #2

Charles L. Hill
COMMISSIONER #3

Saul [unclear]
COMMISSIONER #4

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 10, 1983

Formal notice is hereby given that Bobby Ray Doddy
whose principal address is Rt. 2, Pittsburg, Texas 75686
does propose to place a culvert installation
within the ROW of County Road Mule Deer 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 Bobby R. Doddy

TITLE _____

ADDRESS _____

[Handwritten Signature]
5-16-83

MAY 13 1983

CLERK

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 13, 1983

Formal notice is hereby given that Daniel J. Luton
whose principal address is P.O. Box 177, Gilmer, Texas 75644
does propose to place a culvert installation
within the ROW of County Road Road to north of Aster Trail to east.
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 Mrs Daniel J. Luton

725-6563

Approved
5-16-83
TITLE _____
ADDRESS _____

Faint stamp or text at the bottom of the page.

AN ALTERNATIVE FUNDING PLAN

FOR

UPSHUR COUNTY
Gilmer, Texas

Presented by
Risk Funding Alternatives

All rates in this proposal are based on an assumed effective date of 06/01/83.

TRANSPORT LIFE

The Employee Benefit People

UPSHUR COUNTY

MAY, 1983

B-1
INSURED BENEFITS
SUMMARY OF MONTHLY COSTS

EMPLOYEE GROUP LIFE INSURANCE
(Volume: \$1,401,000)

\$.79 per \$1,000

ACCIDENTAL DEATH & DISMEMBERMENT BENEFITS
(Volume: \$1,401,000)

\$.08 per \$1,000

DEPENDENT GROUP LIFE INSURANCE
(n/a families)

\$ n/a per family unit

UPSHUR COUNTY

MAY, 1983

B-2
ALTERNATIVE FUNDING PLAN
SUMMARY OF MONTHLY FIXED COSTS
PRESENT PLAN

	<u>Employee</u>	+	<u>Dependent</u>	
Cost of Administration:	\$ 10.10		\$ 17.30	= 27.40
Specific Stop-Loss Protection: (this limits your claim cost on any one person to \$ 12,500 per Calendar Year)	\$ 8.00		\$ 14.00	= 22.00
Aggregate Stop-Loss Protection: (this limits your monthly claim cost to \$ 126.00 per employee enrolled)	\$ <u>2.90</u>		\$ <u>5.20</u>	= <u>8.10</u>
TOTAL FIXED COST	<u>\$ <u>21.00</u></u>		<u>\$ <u>36.50</u></u>	<u>= <u>57.50</u></u>

NUMBER ENROLLED

103

40

PROJECTED MONTHLY AND ANNUAL COSTS

Bills Approved May 16, 1983

VOL 23 PG. 443

General Fund

867	Postmaster	403-316	1,000.00
868	Clarke & Courts, Inc.	403-310/99.59	119.68
		450-310/2.09	
869	Elliott Office Equipment	403-310/25.90	171.15
		450-572/141.40	
		700-310/3.85	
870	R. C. Wood Co.	435-310	41.91
871	Pitney Bowes	435-316	104.25
872	Postmaster	435-316	100.00
873	Edna F. Welch	476-413	215.75
874	Keith Barber	495-425	316.52
875	James Beasley	560-310/5.02	21.23
		560-411/16.21	
876	Shell Oil Company	560-340	636.75
877	Phillips Petroleum Company	560-340	225.62
878	Texaco, Inc.	560-340	15.58
879	Dale Jewkes	560-426	25.25
880	Jury Fund	800-85	1,000.00

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R & B 4

148 Weeks Welding & Repair 614-350 28.00

Revenue Sharing

67 Wilson-Riley 612-348 3,673.75

Salary Fund

78 BC BS of Texas 780-206 11,635.72
79 BC BS of Texas 780-206 1,383.58

... 15

GENERAL FUND

CLAIM NO:	PAY TO:	CLASSIFICATION:	AMOUNT:
881	National Office Machines	403-570/139.56 450-570/139.56 499-570/139.56	418.68
882	Pitney Bowes	403-452	68.00
883	Don Gaddis	405-425	40.82
884	Patricia Harrison	426-413	50.00
885	Mike Smith	435-407	180.00
886	Gilmer National Bank	450-312	48.42
887	Typerright Services	455-452/29.20 476-310/56.00 495-452/29.20	114.40
888	Lanier Business	476-310/52.50 560-450/58.00	110.50
889	Information Guide on County Government	495-330	45.00
890	Wilson Distributing Co.	510-332	108.00
891	Arkla Gas	510-442/144.75 514-442/72.36	217.11
892	Phillips Petroleum Co.	560-340	115.52
893	Gulf Oil Corp.	560-340	1,276.42
894	Quality Auto	560-350/137.60 560-450/21.60	159.20
895	Lewis Polygraph Service	560-411	165.00
896	James Beasley	560-411	24.00
897	J. B. Hill, Jr.	760-390	1.95
898	Willa Stegall	760-414	24.74
R & B 1			
131	George P. Bane, Inc.	611-350	179.02
R & B 2			
128	George P. Bane, Inc.	612-350	13.63
R & B 3			
127	George P. Bane, Inc.	613-350	166.79
128	Darr Equipment Co.	613-341	123.74
129	Arkla Gas Co.	613-442	9.70
R & B 4			
149	A & E Mill & Welding	614-349	9.30
150	Upshur County Ford Tractor	614-350	108.90
REVENUE SHARING			
68	Wilson -Riley, Inc.	611-348	3,820.70
69	Sherck Equipment Co., Inc.	770-576	23,031.04

ADULT PROBATION

13	MUW Probation System	570-473	12,987.00
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BILLS PREVIOUSLY PAID MAY 10, 1983

GENERAL FUND

863	R.O.W.	800-70	400.00
864	Gilmer National Bank	750-710	485,000.00

	R & B 1		
130	Gilmer National Bank	750-710	134,000.00

	R & B 2		
127	Gilmer National Bank	750-710	163,000.00

	R & B 3		
125	Gilmer National Bank	750-710	55,000.00

	R & B 4		
136	Gilmer National Bank	750-710	92,000.00

REVENUE SHARING

64	Gilmer National Bank	750-710	35,000.00
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RIGHT OF WAY

37	Gilmer National Bank	625-630/210,000.00 625-670/4,786.85	214,786.85
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SALARY

77	Permanent School	800-720	1,777.01
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PERMANENT SCHOOL

19	Gilmer National Bank	750-710	581,000.00
20	Salary Fund	800-720	308.00

JUN 11 1983
C. J. ...