

UPSHUR COUNTY COMMISSIONERS COURT

BILMER, TEXAD

July 25, 1983

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

Judge Dean read the minutes of the July 18th meeting. Motion by J.W. Meadows seconded by Delmo Lawson for the minutes to stand as read. Motion carried.

Members of the Union Grove School District met with the court concerning the detachment of portion of the Old Mings Chapel Common School District No. #23. Mr. J.G. Monk presented to the court a list of petitioners for the detachment and Pat Mattox presented a list against the detachment. Motion by J.W. Meadows seconded by Paul Davis to accept the petitions and for J.B. Hill Jr. County Clerk to certify the list, also to set a date for the hearing at the continuation of the meeting on Friday July 29th. Motion carried.

Judge Dean opened the bids for Slurry Seal, Hot Mix and Cold Lay asphalt. Bids were made by East Texas Paving Company, Inc., Longview Asphalt Inc. and Trotti & Thomson. Motion by Charles Still seconded by J.W. Meadows to accept the bids from the East Texas paving and Longview Apshalt Inc. Motion carried. Copy attached.

Sheriff Dale Jewkes met with the court concerning the deputation of James Dale Grisham in the Sheriff Office. Motion by Delmo Lawson seconded by J.W. Meadows to approve the deputation. Motion carried. Copy attached.

Sheriff Dale Jewkes presented a letter to the court from the City of Big Sandy asking for the use of the Upshru County jail to hold city prisioners. Motion by Charles Still seconded by Delmo Lawson to turn the letter over to the District Attorney's office for them to look over. Motion carried.

Mike Smith Tax Assessor Collector met with the court concerning a computer terminal for his office. The court advised him to get a letter form the Appraisal Office getting their approval to hook into their computer. The court took no action at this time.

Motion by Paul Davis seconded by Charles Still to approve the payroll changes of:

Richard BullardSheriff officePromotion		
Barbara HollowayTax OfficeRe-Evaluation	of	Job
Lavada Davis	ο£	Job
Mary SweetserTax OfficeRe-Evaluation	of	Job

Motion carried. Copy attached.

Motion by Charles Still seconded by J.W. Meadows to approve an Interlocal Agreement between the City of Gladewater and Upshur County to exchange services. Motion carried. Copy attached.

Motion by Charles Still seconded by Paul Davis to approve a Permit Application by Joe Farrow to place a culvert installation within the ROW of Cocoanut Road. Motion carried. Copy attached.

Motion by Delmo Lawson seconded by Charles Still to approve a Permit Application by G.A. Stanfield to place a culvert installation within the ROW of Goose Road. Motion carried. Copy attached.

Motion by J.W. Meadows seconded by Delmo Lawson to approve a Permit Application by Elmer Weddell to place a culvert installation within the ROW of Ginger Road. Motion carried. Copy attached.

Keith Barber County Auditor met with the court concerning the computer report. After some discussion Motion was made by J.W. Meadows seconded by Paul Davis to advertise for bids.for a computer System. Bids will open August 15th. Motion carried.

Motion by Charles Still seconded by Delmo Lawson to approve two employees from the Library attending a Library Systems meeting in McKinney, July 27th. Motion carried.

Motion by Charles Still seconded by Pual Davis to approve the partial Payment of HWY 300 fencing contract up to 75%. Motion carried.

Motion by J.W. Meadows seconded by Delmo Lawson to approve the Treasurers Quarterly Report. Motion carried. Copy attached.

Motion by Delmo Lawson seconded by Paul Davis to approve a Special Road Use Agreement by Big M. Construction Co. for the use of Nuthatcher and Martin Roads. Motion carried. Copy attached.

Motion by Charles Still seconded by J.W. Meadows to approve a Special Road Use Agreement by Ladell Stegall for the use of Red Maple and Deadend Roads. Motion carried. Copy attached.

Motion by Paul Davis seconded by Delmo Lawson to approve a Special Road Use Agreement by Excelsior Oil Corp. for the use of Elk Road. Motion carried. Copy attached.

Motion by Charles Still seconded by J.W. Meadows to approve a Special Road Use Agreement by William Robertson for the use of Aspen Trail and Hackberry Roads. Motion carried. Copy attached.

Motion by Charles Still seconded by Delmo Lawosn to approve a Permit Application by Martha McBride (Gilbert) to place a culvert installation withint the ROW of Aspen Trail. Motion carried. Copy attached.

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

Motion by Paul Davis seconded by J.W. Meadows to approve the payroll changes of:

Nadra Smith-----J.P. Office-----Length of Service Carolyn Weaver----J.P. Office -----Length of Service Motion carried. Copy attached.

Court went into Executive Session.

After Executive Session, Motion by Paul Davis seconded by J.W. Meadows to reject the settlement offer dated July 1st, 1983 made by the attorney for Hillcrest Manor, Inc. Motion carried.

Court recessed until Friday, July 29th, 1983, at 9:00 A,M,

Court reopened July 29th with all member of the court present.

J.B. Hill Jr. County Clerk after examining the petitions for and against the detachment of the Union Grove Sscool District, presented to the court his list certifying the registered voters of each list. Motion by Paul Davis seconded by J.W. Meadows to accept the petitions. Motion carried.

Motion by Paul Davis seconded by J.W. Meadows to set the hearing for the detachment of the Union Grove School District, on Tuesday July 2nd at 9.00 A.M.. Motion carried.

Motion by Delmo Lawson seconded by Charles Still to approve the payment of the Upshur Rural-Electric Bill for removal of lines in ROW of HWY 300 Motion carried. Copy attached.

Ronnie Mitchell ,et with the court concerning the Juvinell Probation budget proposal. After some discussion the court took no action.

Neal Coulter met with the court about a road repair in City of East Mt.. After discussing the court advised him to met with the City Council to get an Interlocal Agreement. Court took no action.

Motion by Delmo Lawson seconded by J.W. Meadows to approve a Special Road Use Agreement by Caddo Inc. for the use of Bob White and Goose Roads. Motion carried. Copy attached.

VOL. 23 PG. Sell

Motion by Paul Davis seconded by Charles Still to approve a Special Road Use Agreement by Excelsior Oil Corp. for the use of Arrowwood and Alligator Roads. Motion carried. Copy attached.

Motion by J.W. Meadows seconded by Paul Davis to go into Executive Session. Motion carried.

After Executive Session Motion was made by Paul Davis seconded by Delmo Lawson to approve the Payroll changes as per requested by the County Clerk for:

Addie Rene Morris-----County Clerk Office----Re-Evaluation of Job Deronda Kaye Cain-----County Clerk Office----Re-Evaluation of Job Jo Ann Loftis------County Clerk Office----Re-Evaluation of Job Debbie Henderson------County Clerk Office-----Re-Evaluation of Job

Motion carried. Copy attabhed.

Motion by Delmo Lawson seconded by J.W. Meadows to adjourn. Motion carried.

County Judge

Commissioner Pct. #1

Commissioner Pct. #2

Commissioner Pct. #3

Commissioner Pct. #4

VOL 23 PG Sala

PROPOSAL

East Texas Paving Company, Inc.

P. O. BOX 606 - ENNIS, TEXAS 75119

Date	
7/2	2/03
1/00	/0/

Job No.

GiLMER, TX.

Job Location:
To be determined
on as needs basis

SLURRY SEAL Asphalt PER	1	
Specifications attached. Quantity to be determined ON AS NEEDS DASIS. From 1 to 30,000 Sq. yds. From 50,000 to 50,000 Sq. yds. From 50,000 to 70,000 Sq. yds. OVER 70,000 Sq. yds. If over existing oil dirt ROAD that has base failures, then base sealer material Shall be made available for REDOING ROAD PRIOR to SLURRY		1.00/s 97/s 94/s 90/s
SEAL Application At A cost of \$110000 per mile by Gwenco, FORE.	:	

Accepted by:

Respectfully Submitted,
EAST TEXAS PAVING CO., INC.

Authorized Signature

Contractor

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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 TAST TAVING	10 Luci
Signed by I much	Pres.
(Sign name in writing)	(Title)
Address: PO BOX 606 Envi	STX 757
	(Zip Code)
Telephone No 214 875 247/ Date 7-	19-83
AFFIDAVIT	
STATE OF TEXAS COUNTY, OF	
Before me the undersigned authority on thi day of O July ,19 53 , personal wh	
sworn deposes and says that he signed the above	instrument
for the purposes and considerations herein expr	essed.
REGINA JORDAN	
(SEAL) Kegina Holdan	Tyler
Notary Public in and for My commission expires 0-16-26	County, Texas
My commission expires 0-16-26	

Note: Bids not notarized will not be considered.

VOL 23 PG. 614

ASPHALT SPECIFICATIONS

SLURRY ASPHALT: The mineral aggregate shall consist of crushed limestone screenings or of natural limestone rock asphalt screenings, commercially produced slag, or a blend of one the foregoing with sand. A minimum of 30% aggregate should be retained on %". Emulsified Asphalt to be CQS-1H with 15% to 17% residual asphalt. Each application will be 20 to 25 lbs. per square yard.

HOT MIX ASPHALT: Material shall conform to Texas Highway Dept. specifications of 1962.

COLD LAY ASPHALT: Material shall conform to Texas Highway Department specifications. The top aggregate shall be 100% passing a 3" screen.

All materials, either fresh made or from stockpile, shall meet the above specifications and be of the quality to construct the desired road surface.

Quantities, delivery time, and delivery site shall be those as determined by the individual Commissioner ordering such materials.

The bid award shall be in effect until the prices exceed those quoted or 30 days written notice is given by either party.

Any questions concerning this bid invitations shall be directed to the County Auditor, 843-3226, or the office of the Commissioners Court, 843-2823.

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VOL 23-PG Le15

NOTICE TO BIDDERS

Upshur County will open bids Monday, July 25, 1983 at 9:00 A.M., in Commissioners Court for the following materials:

FOR OUR PLANT

Deciveed To Upshir any Plant

Slurry Asphalt

NO BID

NO BID

Hot Mix Asphalt

¥2220

424 2º

Cold Lay Asphalt

\$ 2400

2790

Bids shall quoted F.O.B. plant (state plant site) and F.O.B. county.

Specifications may be obtained at the Upshur County

Auditor's office.

The County reserves the right to accept or reject all or part of any bid and award the bid to the lowest responsible bidder.

> Everett Dean Upshur County Judge

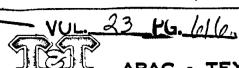
NOTES

MATERIAL GUARANTEED TO MEET STATE ALL DEPT OF HIGHWAY SPECIFICATIONS.

Delivery to Be in 25 TON LONDS

3. PRICES ARE SUBJECT TO Change. Thirty (30) LAYS NOTICE WILL BE GIVEN BEFORE ANY PRICE INCREASE EFFECT.

1. MATERIAL AVAILABLE DAILY. DELIVERY CAN usually be made on some day or Next DAY After NOTIFICATION.



APAC - TEXAS, INC.

1301 RAY ST. P.O BOX 5665 LONGVIEW, TEXAS 75608 A C. 214-753-0772

NO. 7201

DATE JULY 19,1983

TO: EVERETT DEAN UPSHUR COUNTY JUDGE

SUBJECT TO TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE, WE QUOTE YOU ON THE FOLLOWING MATERIALS:

HOT MIX ASPHALT @ 22.00 PER TON

COLD LAY ASPHALT @ 23.50 PER TON

PRICES QUOTED ARE F.O.B. HOT MIX ASPHALT PLANT AT 1301 RAY STREET, LONGVIEW, TEXAS.

THIS ORDER EXPIRES JANUARY 25,1984

TROTTI & THOMSON

TITLE MANAGER

VOL. 23 PG. 617 =

TERMS AND CONDITIONS

Unless otherwise stated, all processing, manufacturing, severance, gross receipts, use and/or sales taxes, either now in effect or becoming effective after date of this quotation, shall be added to the invoices and paid by the Purchaser, except when otherwise provided by law. For all tax exempt sales the exemption certificate shall be attached and returned with signed contract to the Seller. Any increase in freight rates becoming effective after a quotation shall become an extra charge to the Purchaser.

All quotations and agreements are subject to the contingencies of production and shipping and Seller will not be responsible for inability to secure materials or for other causes beyond its control.

This quotation is made subject to acceptance within thirty (30) days from date of quotation or thirty (30) days from the date of formal acceptance of bids on the general contract in which the items set forth above are an integral part, whichever is the later date.

Discounts will be allowed only if Purchaser owes no past due amounts for any products heretofore sold by Texas Bitulithic Company.

If invoices are not paid on a discount basis, they will be due and payable in full on the fifteenth (15th) day of the month following the month of shipment. Any past due account shall bear interest at the rate of ten percent (10%) per annum until paid. In the event the collection of any unpaid balance is placed in the hands of an attorney, Purchaser shall pay reasonable attorney's fees.

If, at any time the financial responsibility of the Purchaser becomes impaired or unsatisfactory to the Seller, the Seller shall have the right to require payments in advance, satisfactory security or guarantee that the invoices will be paid promptly when due, or to discontinue shipments on any past due accounts. No waiver of such rights shall be implied from any failure by Seller to exercise same.

ESCALATION PROVISION

THIS QUOTATION IS BASED ON A CURRENT COST OF LIQUID ASPHALT OF LARLY PER TON, F.O.B. LONGVIEW, TEXAS. LIQUID ASPHALT IS PRESENTLY QUOTED TO US ON A DAY-TO-DAY POSTED PRICE. ANY INCREASE OF THE ABOVE STATED PRICE WILL BE PAID BY THE PURCHASER, TO BE COMPUTED AS FOLLOWS: FOR EVERY \$ 1.00 PER TON INCREASE IN LIQUID ASPHALT, THE UNIT PRICE WILL INCREASE \$0.05 PER TON.

ALL COMMITTMENTS FOR DELIVERY BY TROTTI & THOMSON. COMPANY ARE SUBJECT TO AVAILABILITY OF LIQUID ASPHALT AND OTHER MATERIALS THROUGH REGULAR COMMERCIAL SOURCES AT OUR LONCVIEW, TEXAS PLANT.

YOC 23 PG. 618

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 Roff of Thomson Co

Signed by Bills W fedure Manager
(Sign name in writing) (Title)

Address: f.O. Box 5665 honguisw Tex 75608
(Zip Code)

Telephone No. 753-6772028582 Date July 18 / 1983

STATE OF TEXAS COUNTY OF

Before me the undersigned authority on this the 19
day of 1983, personally appeared who being duly sworn deposes and says that he signed the above instrument for the purposes and considerations herein expressed.

(SEAL)

Notary Public in and for County Texas My commission expires 10-4-84

Note: Bids not notarized will not be considered.

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DEPU	TATION
COUNTY OF Upshur	, Dale Jewkes .
Sheriff of the County of	Upshur and State of Texas, having
full confidence in James Dale Grisham	of said County and State, do hereby, with the
consent of the Commissioners Court of Upshu	County, Texas, nominate and
appoint him, the said James Dale Grisham	my true and lawful deputy in
my name, place and stead, to do and perform any ar	nd all acts and things pertaining to the office of said
Deputy Sheriff	of said County and State, hereby ratifying
and confirming any and all such acts and things law	rfully done in the premises by virtue hereof,
WITNESS My hand, this 14 d	Lale Jewhes sheriff
	of Upshur County, Texas.
THE STATE OF TEXAS, COUNTY OF Upshur	BEFOR ME, Rhonda Yocom
Notary Public	in and for Upshur County, Texas,
on this day personally appeared Dale Jev	kes, Sheriff
that he excepted the purposes and con GIVEN Under my hand and seal of office at this 14 day of July	Gilmer, TX
OATh	A OF OFFICE.
, James Dale Grisham	, do solemnly swear (or affirm), that I will faithfully execute
the duties of the office of Deputy Sheriff	
of the County of Exam. State of Texas, and will do to t	he best of my ability preserve, protect, and defend the Constitu-
	and I furthermore solemnly swear (or affirm), that I have not
	ay, contributed, nor promised to contribute any money, or val- ment, as a reward to secure my appointment or the confirmation
thereof. So help me God.	
A CONTRACT OF THE PARTY OF THE	Name James D. Anslan. Res Address 1017 N. Huntgamer, Cilm. Res Phone
This 14 day of July A. D. 19 83	Notary Public, County, Texas
	Ex Officio Upshur J.P. #3

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TO: PAYROLL DEPARTMENT

VOL. 23 PG. 62/

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MERIT INCREASE UNION SCALE LEAVE OF ABSENCE FROM OTHER (EXPLAIN)	LAYOFF DISCHARGE	DATE JOS

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•••	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 OBJE	CTIVES TO BE ACCOMPLISHED:
	Trimming brush along East Lake Drive, West Lake Drive, (SPECIFIC JOB, JOBS OR ACTS) Phillips Springs Road and other city roads adjacent
, .	to Upshur County roads. To provide fire and ambulance
	service to certain areas of Upshur County by the City
	of Gladewater.
PROPOSED TIME:	(START)
POLITICAL SUBDI	(FINISH) VISION DOES PROPOSE:
	To provide ambulance and fire protection service to
	certain areas of Upshur County.
UPSHUR COUNTY I	OOES PROPOSE:
	To provide brush trimming along East Lake Drive, West
	Lake Drive, Phillips Springs Road and other city roads
	adjacent to Upshur County roads.
This agreement	made between the County of Upshur, Texas by and
	missioners Court of Upshur County, hereinafter
	County and theCity of Gladewater
by and through	itsCity Council
hereinafter cal	City of Gladewater
	roval 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.

19 83.

County Judge

Almo Lawson Commissioner Precinct 1

Commissioner Precinct

Commissioner Precinct 3

Commissioner Precinct 4

NOL: 23-PG. 626

POLITICAL SUBDIVISION CITY OF GLADEWATER

£. R.	"Pete" McKain, Mayor
James	Barrington, City Secretary

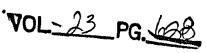
I have examined this contract and find it in compliance with Article 4413-32c TCS of the Interlocal Cooperation Act.

Disting Attorney

VOL 23-PG 622

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

10: THE OPSHOR COUNTY COPMIS:	SIONERS COOKI	
COUNTY OF UPSHUR		3
GILMER, TEXAS	PRECINCT	
	DATE	July 18, 1983
Formal notice is hereby given	that Joe F	arrow
whose principal address is		
does propose to place a	Culvert instal	lation
within the ROW of County Road	Cocoanut P	oad
as follows:		
	shown by three olication. by the County ance with Upshind specification	(3) copies of Commissioner or ur County Road & ons. ved, on or after
•		
4	ADDRESS	
,		
•	\bigvee	
	8)	
27/1/20	606	
M/1/25.	85	



PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

TO:	THE UPSHUR COUNTY COMM COUNTY OF UPSHUR	IISSIONERS COURT
	GILMER, TEXAS	PRECINCT 1
		DATE July 20,/983
Form	nal notice is hereby giv	ven that G. A. Stanfield
whos	se principal address is	317 E. Twilight, Longview, Texas 75604
	propose to place a _cu	
	in the ROW of County Ro	
	follows:	
		•
The	location and description	on of the proposed lines or
	-	y shown by three (3) copies of
	wings attached to this	•
		ed by the County Commissioner or
		· · ·
	•	rdance with Upshur County Road &
	dge Department policies	•
Pro	posed construction will	begin, if approved, on or after
	day of	
		. 000 10 1 -0
		NAME YOUR X LIVE
		NAME IN SUSTAINANCE IN
		//
		TITLE
B	Mull	_
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PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

TO: THE UPSHUR COUNTY COMMIS:	SIONERS COURT
GILMER, TEXAS	PRECINCT
·	DATE July 22, 1983
Formal notice is hereby given	that Elmer Weddell
whose principal address is	Rt. 6 Box 231AA, Gilmer, Texas
does propose to place a	culvert installation
within the ROW of County Road	Ginger Road
as follows:	•
	•
his designate in full accordance Bridge Department policies and Proposed construction will be	hown by three (3) copies of lication. by the County Commissioner or make with Upshur County Road &
ז	TITLE
	ADDRESS .
Marie	

VOL_23_PG._430

TREASURER'S OUARTER

BY Vernon Vick COUNTY

FROM April 1, 1983

	BEGINNING BALANCE	REVENUES	DISHURSE-	TRANSFERS IN
1. General	663,459.43	\$ 261,850.94	\$ 450,292.74	12,100.00
2. Salary	48,328.64	-0-	-0-	395,819.78
3. Undivided R & B	60,883.42	-0-	-0-	-0-
4. Debt Service	42,242.11	17,499.68	147.27	-0-
5. R & B # 1	107,749.64	51.411.45	38,424.28	-0-
6. R & B # 2	130,334.61	58,611,19	37,788.95	
7. R & B # 3	34,271.53	65,437.02	32,711.25	-0-
8. R & B # 4	68,672.05	56,802.94	28,731.20	2,166.80
9. Permanent School	640,723.02	68,972,26	-0-	1,777.01
10. Federal Rev. Shar'g.	173.978.28	125,249.22	144,571,96	16,997,30
11. Law Library	[905,27]	1,224.00	549.00	-0-
12. R. O. W.	152,261.62	97,123,93	231,891.97	400.00
13. Crim. Justice Plan	11,373,60	7,505.00	7,960,00	-0-
14. L.E.O.S. & E.	1,795,00	1,371.00	1,441.00	-0-
15. Crime Tax	[220.00]	1,360.00	1,360,00	-0-
16. M.U.W. Co. Probation	-0-	72,852,50	72,861.00	-0-
17. Jury	379,85	-0-	-0-	4,000.00
18. Upshur Cty. Ins. Acc	-0-	-0-	-0-	14,925.7
TOTALS	\$2,135,327.53	\$ 887,271,13	\$1,048,730.62	448.186.6

LIST OF BONDS AND OTHER SECU

BONDS

15 Central Heights I. S. D.	\$15,000.00
6 Huntington Rural H. S.	6,000.00
5 Leander I. S. D.	5,000.00
9 City of Killeen	9,000.00
6 Ore City I. S. D.	6,000.00
8 Bowie County I. S. D.	8,000.00
7 West Sabine I. S. D.	7,000.00
4 Livingston I. S. D.	4,000.00
10 Liberty Eylau R. H. S.	10,000.00
TOTAL OF ALL BONDS	\$70,000.00

LY REPORT

· TREASURER

VOL. 23 PG. 63/

TO June 30, 1983 INCLUSIVE

TRANSE. OUT	ERS	ENDING BALANCE	DEMAND DEPOSITS	TIME DEPOSITS	DEPOSITS	
3 2,03	0.00	\$ 485,087.63	\$ [19,912.37]	\$ 505,000.00	\$ 485,087.63	1.
398,98	2.41	45,166.01	45,166.01	-0-	45,166,01	2.
-0-		60,883.42	60,883.42	-0-	60,883.42	3.
-0-		59,594.52	[52,405.48]	112,000.00	59,594.52	4.
-0-		120,736.81	736.81	120,000.00	120,736.81	5.
16	6.80	150,990.05	990.05	150,000.00	150,990.05	6.
16,99	7.30	50,000.00	-0-	50,000.00	50,000.00	7.
-0-		98,910.59	910.59	98,000.00	98.910.59	8.
308	8.00	711,164.29	164.29	711,000.00	711,164.29	9.
14,10	0.00	157,552,84	3,552.84	154,000.00	157,552.84	10.
-0-		[230.27]	[230.27]	-0-	[230.27]	11.
		17,893.58	[106,42]	18,000,00	17,893.58	12.
-0-		10,918.60	10,918.60	-0-	10,918.60	13.
-0-		1,725.00	1,725.00	-0-	1,725.00	14.
-0-		[220.00]	[220.00]	-0-	[220.00]	15.
-0-		[8.50]	[8.50]	-0-	[8.50]	16.
2,37	1.00	2,008.85	2,008.85	-0-	2,008.85	17.
-0-		14,925.72	14,925.72	-0-	14,925.72	18.
\$ 434,95	5.51	\$1,987,099.14	6 69,099.14	\$1,918,000.00	\$1,987,099.14	TOTALS

RITIES ON HAND

C.D.

Upshur Co. Dist. Clerk Off.	#8571	\$ 27,176.78
District Clerk Office	#5878	5,300.01
District Clerk Trust Fund	#8479	13,000.00
Upshur Co. Perm. School Fund #8	701 & #8749	641,000.00
General Fund	#8701	505,000.00
R & B # 1 #8	701 & #8749	120,000.00
R & B # 2 #8	701 & #8479	150,000.00
R & B # 3	#8701	50,000.00
R & B # 4	#8701	98,000.00
Revenue Sharing	#8749_	154,000.00
	701 & #8749	112,000.00
R.O.W.	#8701	18,000.00
TOTAL OF ALL C. D.'s		\$1,893,476.79

							Ĺ
VOL_23_PG	632	•					
UPSHUR COUNTY TREASURER'S QUARTERLY REPORT	Covering Period	From April 1, 1983 To June 30, 1983 Inclusive	Date Filed July 25, 1983	. By	Vernon Vick County Treasurer, Upshur County		CLERK UPSHUR COUNTY 83 JUL 25 AM 11:31
THE STATE OF TEXAS COUNTY OF UPSHUR)						31 7 LN
1	BEFORE ME, ti	he undersigned a	authority, or	this day	personally	Bbbcared	
Vern	on Vick		County	Treasure	er of Upshu	r County,	
who being by me duly swo	rn, upon oath,	says that the wit	hin and fore	going rep	ort is true a	nd correct	
SWORN TO AND SUI	SSCRIBED befo	ore me this	25 day	of Ju	ly	Treasurer _, 19 <u>83</u> . , Clerk	
BEFORE ME	3. Hill. Jr.	, County	Clerk, Upsi	nur Count	ty, Texas, a	n this day	
personally appeared Eve	erett Dean	Count	y Judge;	Delmo I	awson		
Comissioner, Precinct No.	1; <u>J. W.</u>	Meadows		Commiss	sioner, Prec	inct No. 2;	
Charles L. Still	Commiss	ioner, Precinct	No. 3; and	Paul	Davis		
Commissioner, Precinct N have examined the fore; same to be correct to the	going County	Treasurer's Repo	ort, of Upsh				
			1	M		KEX.	
			County	Judge	7	·	
			pmnus	sioner, Pr	recinct No.	1	
			Commis	sioner, P	OA MA	<u>Les2</u>	
			· Ciz		tell		
		.	Commis	mioner, P	recuret No	2	 -
Commissioner, Precinct No. 4							
SUBSCRIBED AND SWORN TO Before me, this 25 day of July							
A. D. 19_83_			County	Clerk, U	ell Or	nty, Texas	

VOL <u>23-PG 433</u>

SPECIAL ROAD USE AGREEMENT CONTRACT

•
THE STATE OF TEYAS
COUNTY OF UPSHUR KNOW ALL MEN BY THESE PRESENTS
The undersigned, Big M Construction Co, Inc.
hereinafter referred to as First Party, enters into and makes
an agreement with Upshur County Commissioner of Precinct No.
Upshur County, Texas, and in order to get material to market
it is necessary to use a portion of Upshur County roads locate
in Precinct No. 1 , 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) qo in off FM 1650 on Nuthatcher Road and Martin
Road and return the same route.
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 <u>gravel</u> from its lands located
in Precinct No. 1 , 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 to Upshur County Commissioners Court to insure performance of agreement.

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 25 day of July. A.D. 19 83.

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VOL 23- PG. 635

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEYAS
COUNTY OF UPSHUR KNOW ALL MEN BY THESE PRESENTS
The undersigned, Ladell Stegall
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) Red Maple and Deadend Roads
2.
2.
2. First Party agrees to use its vehicles in such a
2. First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said
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
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.
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 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
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,
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
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 from its lands located

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.

VOL 23 PG-636

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 25 day of July.
A.D. 1983.

FIRST PARTY Ladell Spegall
Rt. 1 Box 87
Big Sandy Texas 75755
COUNTY JUDGE

COMMISSIONER #1

JOHN JAMES JOHN #2

GOPTWISSIONER #2

3,

SPECIAL ROAD USE AGREEMENT CONTRACT

•
THE STATE OF TEYAS
COUNTY OF UPSHUR KNOW ALL MEN BY THESE PRESENTS
The undersigned, Excelsion Oil Corp.
hereinafter referred to as First Party, enters into and makes
an agreement with Upshur County Commissioner of Precinct No
Upshur County, Texas, and in order to get material to market
it is necessary to use a portion of Upshur County roads locate
in Precinct No. 4, 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)Elk Road
2.
First Party agrees to use its vehicles in such a
manner as not to block or interfere with other traffic on said
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
road so that said road will be open to travel by the public
road so that said road will be open to travel by the public at all times.
road so that said road will be open to travel by the public at all times.
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
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,
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
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 equipment from its lands located
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 equipment from its lands located in Precinct No. 4, Upshur County.
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 equipment from its lands located in Precinct No. 4 , Upshur County.

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 25 day of July.
A.D. 1983.

FIRST PARTY Excelsion Oil Corp.

P.O. Box 2909 Longview Taxas 75606

COUNTY JUDGE

COMMISSIONER #1

POMISSIONER #2

Janes

•

3 8

Still 1-2

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEVAS
COUNTY OF UPSHUR (KNOW ALL MEN BY THESE PRESENTS
The undersigned, William Robertson
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 reads 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 Trail and Hackberry Road
Rriting- Pritchet to Aspen to Hackberry & returns by Some Royle.
by Some Royle
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

4.

from its lands located

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.

is removing logs

in Precinct No. 3 , Upshur County.

-VOL 23 SPG. 640

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 25 day of July.
A.D. 19 83.

ARTY
William Pohoutoon

Rt. 1 Box 101

GODALA 2000A

CAMMISSIONER #1

FORMISSIONER #2

TO LOT SE TONES

: 2º

VOL 23 PG. 641

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

TO:	: THE UPSHUR COUNTY COMMISSIONERS COURT COUNTY OF UPSHUR				
GILMER, TEXAS PRECINCT		ICT.			
	GILPER, TEAMS		July 25, 1983		
		DAIL J	041, 20, 120		
Form	al notice is hereby given	that	Martha McBride (Gilbert)		
	e principal address is				
does	propose to place a	culvert	installation		
with	in the ROW of County Road	Aspen Tr	ail		
as f	ollows:				
			•		
appedrav All his	location and description ertenances is more fully solvings attached to this appropriate work will be as directed designate in full accordance Department policies are posed construction will be day of	shown by colication by the Cance with and specifiegin, if	three (3) copies of county Commissioner or Upshur County Road & ications.		
	•	TITLE			
	Mison	ADDRESS _			

VO 23 - PG. 642 Bills Approved For Payment 7-25-83

OPERATING ACCOUNT

CLAIM NO:	PAY TO:	CLASSIFICATION	AMOUNT:
99	Typeright Services Systems	10- V- V	745.50
100	The Gilmer Mirror	10- V- V	961.40
101	Upshur Co. Appraisal District	10-505-474	17, 408.75
102	Apache Rent-All ,	10-510-340	5.00
103	Doyle High	10-510-480	480.00
104	Jeffie Hill	10-510-480	480.00
105	City Of Gilmer	10-510-440/238.43	264.53
106	Not Ton Burgodon and Admin A Admin	10-513-440/26.10	
106	Nobles Refrigeration & Air	10 510 050/010 05	260.05
	Conditioning	10-510-350/219.95	369.95
107	The Tarpley Agencies, Inc.	10-510-451/150.00 70-625-501/80.00	800.00
107	the tarpley Agencies, Inc.	70-625-770/720.00	800.00
108	Jimmy Fletcher	10-510-480	60.00
109	City Of Gilmer	10-513-440	12.00
110	Swepco	10-510-441/98.41	534.59
	•	10-513-441/269.70	••••
		10-514-441/166.48	
111	Arkla Gas	10-510-442/84.37	94.05
		10-514-442/4.84	
		17-613-442/4.84	
112	James Beasley	10-560-329/1.00	14.40
*10		10-560-411/13.40	224 12
113	Hamberlin's Gulf	10-560-340/33.90	231.10
		10-560-350/128.70	
114	Shafer Rexall Pharmacy	10-560-450/68.50 10-565-337	41.30
115	Vingo Foods	10-565-339	3,357.08
116	Jack P. Kirby, MD	10-565-478	50.00
117	Keith Hamberlin	10-565-481	230.75
118	Jerald W. Walton, D.D.S.	10-642-477	30.00
119	Jack P. Kirby, MD (Gilmer)	10-642-477	233.54
120	Jack P. Kirby, MD (Ore City)	10-642-477	174.64
121	Med Shop Pharmacy	10-642-477	74.45
122	Ford Memeoiral Hospital	10-642-477	4,326.07
123	General Telephone	10-675-443	27.75
124	J. B. Hill, Jr.	10-403-426	10.12
125 126	Complete Business Systems, Inc.	10-403-314	54.99 219.69
120	Clarke & Courts, Inc.	10-450-312/102.78	219.09
127	Southwest Insurance Asso.	10-409-400	244.00
128	Jail Planners, Inc.	10-409-479	314.49
129	Stafford-Lowdon	10-450-312	678.60
130	Edna F. Welch, C.S.R.R.P.R.	10-455-413	50.00
131	Jack C. Scott	10-476-413	165.90
132	Patricia Harrison	10-476-413	104.00
133	Walraven Bros. Inc.	10-499-312	309.86
134	Wal-Mart #146	10-499-310/1.97	214.49
		10-560-411/212.52	
135	Hubert Jones	15-611-346	102.00
136	Bridges Ford Tractor	15-611-350	178.95

·	<i>y</i>	۷ 0 L. <u>23</u>	PG. 443 Page 2		
			raye z		
137	State Reserve Life Ins. Co.	16-612-252	31.40		
138	Wilson-Riley Inc.	16-612-348	3,820.70		
139 140	A & E Mill & Welding Supply C. E. Geen	16-612-349 16-612-390	48.20		
141	Gilmer Tire & Automotive Supply		41.65 64.14		
142	Tommy Wilson, Inc.	18-614-344	330.24		
143	Mrs. Joe Boegel	18-614-346	64.00		
144	Upshur County Ford Tractor	15-611-350/16.00	58.02		
1.45	Cuith 011 Co	17-613-350/42.02			
145	Smith Oil Co.	16-612-340/128.00	198.00		
146	Economy Auto Supply	18-614-341/70.00 15-611-350/133.24	361.96		
	Locking video cupping	16-612-350/37.75	301.70		
		17-613-350/177.97			
		17-613-340/13.00			
147	George P. Bane, Inc.	15-611-350/423.97	747.45		
		15-611-450/37.50 16-612-350/239.38			
		18-614-350/46.60			
148	Young Oil Co.	15-611-340/50.18	3,297.86		
	•	16-612-340/1,363.26			
		17-613-340/180.54			
149	Bancroft-Whitney Co.	18-614-340/1, 703.88 20-480-330	203.70		
150	West Publishing Co.	20-480-330	945.25		
151	Postmaster	10-435-316	100.00		
TRUST & AGENCY FUND					
2	MUW District Probation	88-570-473	7,075.00		
2 3	State Treasurer	91-770-476	6,300.00		
4	Upshur Co. Operating Fund	91-770-480	700.00		
5	State Treasurer	93-770-476	1,173.60		
6	Upshur Co. Operating Fund	93-770-480	130.40		
OPERATING ACCOUNT FUND					
	(Checks written 7-19-7-21-83)				
16 97	MUW District Probation Postmaster	88-570-473 10-403-316	9,893.50 1,000.00		

PRECT - JULY 1.	IMAD					
EFFECT July 1985						
MPLOVEE NADRA S	MITH					
OCIAL SECURITY NO	LOCK NO					
E CHANGE(S)	,					
CHECK ALL APPLICABLE BOXES	FROM	TO				
DEPARTMENT						
Jos	•					
SHIFT						
KATE	828.20	836.40				
	. 000,00					
	PROBATIONARY PERIOD COMPLETED					
HIRED	PROBATIONARY	PERIOD COMPLETED				
] HIRED] RE HIRED	☐ PROBATIONARY DENGTH OF SER					
		VICE INCREASE				
RE HIRED	LECENGTH OF SER	VICE INCREASE				
RE HIRED PROMOTION DEMOTION	Ength of Ser	VICE INCREASE				
RE HIRED PROMOTION DEMOTION TRANSFER MERIT INCREASE	ENGTH OF SER	VICE INCREASE				
RE HIRED PROMOTION DEMOTION TRANSFER MERIT INCREASE	ENGTH OF SER THE RESIGNATION THE RESIGNATION	VICE INCREASE				
RE HIRED	ENGTH OF SER	VICE INCREASE				
RE HIRED PROMOTION DEMOTION TRANSFER MERIT INCREASE UNION SCALE LEAVE OF ABSENCE FROM	ENGTH OF SER THE RESIGNATION RETIREMENT LAYOFF DISCHARGE	VICE INCREASE OF EXISTING JOB				
RE HIRED PROMOTION DEMOTION TRANSFER MERIT INCREASE UNION SCALE LEAVE OF ABSENCE FROM	ENGTH OF SER THE RESIGNATION RETIREMENT LAYOFF DISCHARGE	VICE INCREASE OF EXISTING JOB				
RE HIRED PROMOTION DEMOTION TRANSFER MERIT INCREASE UNION SCALE LEAVE OF ABSENCE FROM	ENGTH OF SER THE RESIGNATION RETIREMENT LAYOFF DISCHARGE	VICE INCREASE OF EXISTING JOB				
RE HIRED PROMOTION DEMOTION TRANSFER MERIT INCREASE UNION SCALE LEAVE OF ABSENCE FROM	ENGTH OF SER THE RESIGNATION RETIREMENT LAYOFF DISCHARGE	VICE INCREASE OF EXISTING JOB				
RE HIRED PROMOTION DEMOTION TRANSFER MERIT INCREASE UNION SCALE LEAVE OF ABSENCE FROM	ENGTH OF SER THE RESIGNATION RETIREMENT LAYOFF DISCHARGE	VICE INCREASE OF EXISTING JOB				

YUL 23 PG. 6446

1

TO: PAYROLL DEPARTMENT VOL 23 PG. 645						
EFFECT WEAVET						
EMPLOYEE Carolyn Weaver						
SOCIAL SECURITY NOCLOCK NO						
THE CHANGE(S)						
PCHECK ALL APPLICABLE BOXES	FROM	то				
[] DEPARTMENT						
[]JOB						
SHIFT						
(MATE	875.00	883.75				
П		300/19				
 □ HIRED □ RE HIRED □ PROMOTION 	PROBATIONARY PERIOD COMPLETED THENGTH OF SERVICE INCREASE RE EVALUATION OF EXISTING JOB					
[] DEMOTION	RESIGNATION					
☐ Transfer ☐ merit increase						
UNION SCALE	DISCHARGE					
LEAVE OF ABSENCE FROM	(DATE) UNY	(DATE)				
OTHER (EXPLAIN)						
CHANGE AUTHORIZED BY						
CHANGE APPROVED BY CHANGE DATE						
FORM # 08320 AKSTEEDAM PRINTING AND LITHO CORP, Ameterisian N Y 12010						



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

At a regular session of the Commissioners Court of Upshur County, Texas, on July 11, 1983, on a motion of J. W. Meadows Commissioner of Precinct 2, and seconded by Paul Davis Commissioner of Precinct 4, the following order was duly passed:

Whereas, under authority conferred by the Library Systems Act, also being known as Article 5446a, Vernon's Texas Civil Statutes, there was established the State Library System; and,

Whereas, under the Library Systems Act, the Texas State Library and Archives Commission has authorized the designation of the Upshur County Library as an Area library and as a member of the Northeast Texas Library System with its Major Resource Center Library at Garland, now; therefore,

Be it resolved, that the Commissioners Court of Upshur County, Texas, does hereby accept designation as an Area library.

It is further ordered, adjudged and decreed that the County

Judge of Upshur County, Texas, be authorized to sign this order for
the Commissioners Court of said County.

Signed this the 11th day of July, 1983.

Everett Dean, County Judge

Upshur County, Texas

B. Hill, Jr. County Clerk

Upshur County, Texas

83 70F 52 BM 3:38

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