



VOL. 25 Pg. 285  
**UPSHUR COUNTY COMMISSIONERS COURT**

GILMER, TEXAS

February 11, 1985

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

Motion by Paul Davis seconded by David Loyd to accept Carey Williamson as the delinquent tax attorney. Motion carried.

Motion by David Loyd seconded by Gaddis Lindsey to contribute \$25,000.00 to the state for construction of state HWY 259. Motion carried. Copy attached.

Motion by David Loyd seconded by J.W. Meadows to allow Mr. William Brightwell or anyone selling anything to speak with the County employees either before or after working hours. Motion carried.

Jack Hoffman met with the court concerning insurance coverage on the jail construction. No action taken.

Oakerson and Arnold met with the court to present the 1983-84 audit. No action taken.

Mr. C. A. Wheat met with the court concerning restitution on a criminal cause. No action taken.

Judge Dean opened bids on Motor grader for Pct. #1. Bids received were from, Norwell Equipment Co., Darr Equipment Co. and George P. Bane. Motion by Gaddis Lindsey seconded by J.W. Meadows to study over the bids until the next meeting. Motion carried.

Judge Dean opened bids on radios for the constables. Bids received were from Formby Communications and Ronny's Communications. Motion by Gaddis Lindsey seconded by David Loyd to accept the lowest bid from Formby Communications. Motion carried. Copy attached.

Judge Dean opened bids on the Jail and Criminal Justice Annex Construction. Bids received were from: SEE ATTACHED COPY. Motion by David Loyd seconded by Paul Davis to open and accept bids for further study. A final decision will be made February 25, 1985 at 10:00 a.m. Motion carried. Copy attached.

Court went into Executive Session.

Court reconvened with all members of the court present.

Motion by Gaddis Lindsey seconded by J.W. Meadows to accept and sign Resolution concerning the Upshur County Juvenile Court Services Project. Motion carried. Copy attached.

Judge Dean opened bids on Depository. Bids received were from, Gilmer National Bank, First National Bank, Security State Bank and First State Bank of Big Sandy. Motion by Paul Davis seconded by J.W. Meadows to accept, Security State Bank of Ore City for J.P. Pct. #3 account, and to accept the First State Bank of Big Sandy for J.P. Pct. #5 account. Commissioners Court also accepted the First National Bank of Gilmer, as the county depository. David Loyd and Gaddis Lindsey voted no and Judge Dean broke the tie with a yea vote. Motion carried. Copy attached.

Commissioners Court drew the name of Clarece Hardeman to serve on the Grievance committee in place of Annette Breazeale who declined. A letter will be sent asking her to serve.

Sheriff, Dale Jewkes met with the court concerning the purchase of repeater equipment for the Sheriff Department. Motion by Gaddis Lindsey seconded by J.W. Meadows to advertise for bids on radios. Bids will be opened March 11, 1985. Motion carried.

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Judge Dean opened bid on used cars from the Sheriff office. Bid recieved was from Davidson Motor Co.. Motion by J.W. Meadows seconded by Gaddis Lindsey to reject bids. Motion carried. Copy attached.

Judge Dean opened bids on Certificate of Obligation Series 1985-A. Bids recieved were from Continental Illinois National Bank, Republic Bank-Dallas, Master, Sanford, Coon Ward Holland, Inc., Underwood, Neuhaus & Co., Dean-Witter, Reynolds Inc., Prudential-Bache and Interfirst Bank Dallas. Motion by Gaddis Lindsey seconded by Paul Davis to award bid to Prudential-Bache for the Certificate of obligation Series 1985-A for 2,250,000.00 at 9.1687 interest rate. Motion carried. Copy attached.

Motion by David Loyd seconded by Gaddis Lindsey to approve the County Treasurer attending meeting at Texas A&M April 15-18, and also to approve the County and District Clerks and Deputies attending meeting in Austin March 19-21. Motion carried.

County Auditor met with the Court concerning the Financial report.

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

Motion by J.W. Meadows seconded by Paul Davis to approve those able to attend a Legislative meeting in Austin February 13 1985. Motion Carried.

Motion by Paul Davis seconded by Judge Dean to approve the Librarian attending Legislative Day in Austin February 13, 1985 and to report on the meeting. Motion carried.

Judge Dean read the minutes of the January 28th meeting. Motion by Paul Davis seconded by J.W. Meadows to approve the minutes as read. Motion Carried.

Motion by Paul Davis seconded by David Loyd to approve a Special Road Use Agreement by Sabine Timber Company for the use of Groundhog Road. Motion carried. Copy attached.

Motion by Gaddis Lindsey seconded by J.W. Meadows to approve a Permit Application by Floyd Manes to place a culvert installation within the ROW of Mallard Road. Motion carried. Copy attached.

Motion by David Loyd seconded by Paul Davis to approve a Permit Application by James R. McCullugh to place a culvert installation within the ROW of Aspen Trail. Motion carried. Copy attached.

Motion by David Loyd seconded by Paul Davis to approve a Special Road Use Agreement by Richard Mears for the use of Saunders and Aspen Road. Motion carried. Copy attached.

Motion by J.W. Meadows seconded by Gaddis Lindsey to approve a Permit Application by James Orms to place a culvert installation within the ROW of Zinnia road. Motion carried. Copy attached.

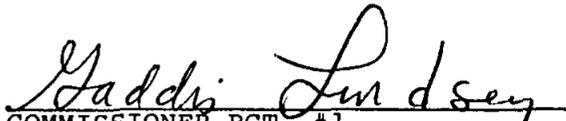
Motion by David Loyd seconded by Paul Davis to approve a Special Road Use Agreement by Environmental Timber Co. for the use of Red Maple Road. Motion carried. Copy attached.

Motion by David Loyd seconded by Paul Davis to approve a Special Road Use Agreement by KCS Lumber Co. for the use of Water Tower West and Dial roads. Motion carried. Copy attached.

Motion by Gaddis Lindsey seconded by J.W. Meadows to approve a Special Road Use Agreement by Exxon Company for the use of Dove road. Motion carried. Copy attached.

Motion by Gaddis Lindsey seconded by J.W. Meadows to adjourn. Motion carried.

  
COUNTY JUDGE

  
COMMISSIONER PCT. #1

  
COMMISSIONER PCT. #2

  
COMMISSIONER PCT. #3

  
COMMISSIONER PCT. #4

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State Department of Highways  
and Public Transportation  
Form D-15-130  
Page 1 of 2

AGREEMENT TO CONTRIBUTE FUNDS  
(COUNTY FORM)

STATE OF TEXAS §  
§  
COUNTY OF TRAVIS §

COUNTY Upshur  
PROJECT \_\_\_\_\_  
HIGHWAY US 259  
CSJ 392-02-900

This agreement by and between the State of Texas, acting by and through the State Department of Highways and Public Transportation, hereinafter called the State, and Upshur County, Texas, acting by and through its duly authorized officials under Commissioners' Court Order dated the 11 day of February, 1985, hereinafter called the County, shall be effective on the date of approval and execution by and on behalf of the State.

WHEREAS, the State had requested the County to enter into contractual agreements and acquire right of way on the following projects:

Highway	Account No.	Limits
US 259		From 1.4 Mi. South of SH 154 (FM 3245)
		To Gregg County Line

; and,

WHEREAS, the County has now requested that the State assume responsibility for acquisition of all necessary right of way; and,

WHEREAS, the County desires to voluntarily contribute to the State funds, equal to ten percent (10%) of the cost of the right of way, for the proper development and construction of the State Highway System.,

NOW, THEREFORE, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, the County shall contribute to the State an amount equal to ten percent (10%) of the cost of the right of way to be acquired by the State and shall transmit to the State with the return of this agreement, executed by the County, a warrant or check payable to the State Department of Highways and Public Transportation in the amount of Twenty Five Thousand and No/100 Dollars (\$ 25,000.00 ), which represents 10% of the estimated cost of the right of way; however, if it is found that this amount is insufficient to pay the County's obligation, then the County, upon request of the State, will forthwith supplement this amount in such amount as requested by the State. Upon completion of the project and in the event the amount as paid is more than 10% of the cost of the right of way, then any excess amount will be returned to the County. Cost of the right of way acquired by the State shall mean the total value of compensation to owners for their property interests either by negotiation or eminent domain.

This agreement is approved and executed on behalf of the State this \_\_\_\_\_ day of \_\_\_\_\_, 1985.

Upshur County, Texas

By: [Signature]  
County Judge

ATTEST:

[Signature]  
County Clerk

[Signature]  
Commissioner, Precinct #1

[Signature]  
Commissioner, Precinct #2

[Signature]  
Commissioner, Precinct #3

[Signature]  
Commissioner, Precinct #4

THE STATE OF TEXAS

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the State Highway and Public Transportation Commission:

By: \_\_\_\_\_  
Right of Way Engineer

Executed and approved for State Highway and Public Transportation Commission under authority of Commission Minute No. \_\_\_\_\_ and A. O. \_\_\_\_\_

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
District Engineer

A RESOLUTION AUTHORIZING THE UPSHUR COUNTY JUDGE  
TO EXECUTE FOR AND ON BEHALF OF UPSHUR COUNTY, TEXAS,  
AN AGREEMENT TO CONTRIBUTE FUNDS TO THE STATE FOR PROPER  
DEVELOPMENT AND CONSTRUCTION OF THE STATE HIGHWAY SYSTEM

WHEREAS, the State Department of Highways and Public Transportation  
has approved a project for U.S. 259 from 1.4 mile South of SH 154 (FM 3245) To  
The Gregg County Line; and

WHEREAS, the State had requested the County to enter into Contractual  
Agreements and acquire right of way on the above referenced project; and

WHEREAS, the County has now requested that the State assume respon-  
sibility for acquisition of all necessary right of way; and

WHEREAS, the County desires to voluntarily contribute to the State  
funds equal to ten percent (10%) of the cost of the right of way for the proper  
development and construction of the State Highway System,

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS' COURT OF UPSHUR  
COUNTY:

Section 1: That the County Judge of Upshur County be authorized to  
execute for and on behalf of Upshur County the agreement to  
contribute funds with the State to cover right of way  
acquisition, and the County Clerk is directed to attest  
this agreement with the State and to affix the seal of  
Upshur County thereto.

Section 2: It is further resolved that the County Judge is authorized  
to execute on behalf of Upshur County any supplemental agree-  
ments or further modifications to the above referenced  
agreement.

Section 3: That a copy of said agreement is attached hereto and made  
a part hereof as if fully set out herein.

Section 4: That this resolution shall become effective immediately  
upon passage and approval.

MOTION made by Commissioner David Loyd and  
SECONDED by Commissioner Gaddis Lindsey, 1985.

PASSED AND APPROVED this 11 day of February, 1985.

UPSHUR COUNTY COMMISSIONERS' COURT:

Garrett Dean  
COUNTY JUDGE

Gaddis Lindsey  
COMMISSIONER - PRECINCT NO. 1

J.W. Meadows  
COMMISSIONER - PRECINCT NO. 2

David Loyd  
COMMISSIONER - PRECINCT NO. 3

Paul [Signature]  
COMMISSIONER - PRECINCT NO. 4

ATTEST:

[Signature]  
COUNTY CLERK, UPSHUR COUNTY



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**THE INTELLIGENT CHOICE**  
IN FM TWO-WAY RADIO

**EQUIPMENT PROPOSAL**

PROPOSAL FOR:  
Upshur County Commissioners Court  
P.O. Box 730  
Gilmer, Tx 75644  
ATTN: Commissioner David Loyd

DATE 1-22-85 PAGE 1 OF 1

Formby Communications  
613 N Main  
Gladewater, Tx 75647  
(214) 845-6389

ITEM	QUANTITY	PART NUMBER	DESCRIPTION	PRICE EACH	TOTAL																		
1	1	70-340B	Midland Syn-Tech 80 channel, 40 watt, Mobile radio, Dash Mount, Multi-tone, Priority Scan	593.00																			
2	1	70-440B	Same as above except Trunk Mount	721.00																			
3	1	70-380B	80 Watt Dash Mount	809.00																			
4	1	70-480B	80 Watt Trunk Mount	937.00																			
5	1	LM-150K	Larsen 3db Gain Mobile Antenna	31.00																			
<u>Installation</u>																							
<table border="0"> <tr> <td style="text-align: center;"><u>Radio</u></td> <td style="text-align: center;"><u>Car</u></td> <td style="text-align: center;"><u>Truck</u></td> <td colspan="3"></td> </tr> <tr> <td>Dash Mount</td> <td style="text-align: center;">60.00</td> <td style="text-align: center;">85.00</td> <td colspan="3"></td> </tr> <tr> <td>Trunk Mount</td> <td style="text-align: center;">85.00</td> <td style="text-align: center;">110.00</td> <td colspan="3"></td> </tr> </table>						<u>Radio</u>	<u>Car</u>	<u>Truck</u>				Dash Mount	60.00	85.00				Trunk Mount	85.00	110.00			
<u>Radio</u>	<u>Car</u>	<u>Truck</u>																					
Dash Mount	60.00	85.00																					
Trunk Mount	85.00	110.00																					
Note: 40 Watt Radios will be tuned to 60 Watts; 80 Watts to 110 Watts.																							

TERMS 2 % <sup>10</sup> Net 30 days.

Lease or installment purchase contract

\$ \_\_\_\_\_ per mo for \_\_\_\_\_ years

Other \_\_\_\_\_

Proposal valid for 90 days

Prepared by Michael Formby

Date: 1-22-85

Accepted by: \_\_\_\_\_

Total Equipment Cost \$ \_\_\_\_\_

Labor, Installation and Test \$ \_\_\_\_\_

Tax \$ \_\_\_\_\_

Total Purchase \$ \_\_\_\_\_

Frequency Coord /License \$ \_\_\_\_\_

Total \$ \_\_\_\_\_

Less Down Payment \$ \_\_\_\_\_

Amount Due \_\_\_\_\_



CUSTOMER COPY - WHITE DEALER COPY-YELLOW MIDLAND COPY - PINK  
MIDLAND COPY MUST BE MAILED TO ATTN: LMR SALES MANAGER, MIDLAND INTERNATIONAL  
1680 N. TOPPING, K.C. MO. 64120



BID TABULATION

PROJECT: UPSHUR COUNTY JUSTICE CENTER  
 BID OPENING: FEBRUARY 11, 1985, 10:00 A.M.

NAME OF BIDDER	BASE BID	ALT. 1	ALT. 2	BID BOND	CASHIERS CHECK
<i>Beyers Creek Elec. Co.</i> (Elec) <sup>8 hrs.</sup>	310,950.00			✓	
<i>Langley Inc</i> (Electrician)	296,700.00			✓	
<i>Coble Southwest Elec Co.</i>	346,000.00			✓	
<i>Boudet Plastering</i> (Plaster)	121,700.00	-7,500.00		—	—
<i>Cooper Plaster</i>	82,756.00	+1,440.00 -3,000.00		✓	
<i>J. A. Cooper, Inc.</i> Dry wall	47,463.00			✓	
<i>Lee Plastering Co.</i> Dry wall	134,000.00	-5,500.00		✓	
<i>Royal Plastering, Inc.</i> Dry wall	69,360.00	+8,700.00	+2,700.00	✓	
<i>Royal Plastering, Inc.</i> Dry wall	66,972.00			✓	
<i>Commercial-Plastering Dist. Inc.</i> Dry wall	105,323.00	101,686.00	98,332.00	✓	
<i>Johnny Williams Drywall</i>	57,151.00			✓	
<i>H. L. Plastering Dry Wall</i>	69,683.00			✓	
<i>Johnson &amp; Sons</i> (Mech)	494,000.00	Cont. work -15,000.00		—	—
<i>Don Hillier Plumbing</i> (Plumb)	283,980.00				5% ✓
<i>"QD A/C + Appliances"</i> H. J. A. Dist.	196,305.00	Balance	Bal. Co. +1,580	✓	
<i>P.M.S. Inc.</i> (Mech (E-Fire Prot))	408,000.00	F.P. +2,500.00		✓	
<i>H &amp; S Mech, Inc.</i> Mech	549,500.00	Cont. work +10,500		✓	
<i>Mech. Mech. Co.</i> H. J. A. Dist. Plumb.	403,000.00	Cont. work +10,400.00	Bal. Co. 2,000.00	✓	
<i>Mid-South Fire Protection</i>	21,421.00			✓	
<i>LaRue Fire Protection</i>	23,999.00			✓	

BID TABULATION

PROJECT: UPSHUR COUNTY JUSTICE CENTER

BID OPENING: FEBRUARY 11, 1985, 10:00 A.M.

NAME OF BIDDER	BASE BID	ALT. 1	ALT. 2	BID BOND	CASHIERS CHECK
<i>(Handwritten)</i> Langston Cabinet Works	49,319.00	<i>Inc wood doors</i>			<i>Personal check 3</i>
<i>Inc</i> Woodbr. Hardware Supply	67,343.00	<i>Inc wood doors</i>			
<i>Inc</i> Harvard M <sup>c</sup> Kinning Inc	11,646.00	<i>18,220 (inc install) Inc wood doors</i>		✓	
<i>(G.M.F.)</i> Industrial Fabricators	<i>Stl. Steel</i> 27,300.00				
	<i>Galv</i> 48,400.00				
<i>(General)</i> Universal Crew & Const.	<i>concrete - Stl</i> 19,900.00				✓
<i>concrete</i> Low Star Structures	<i>Iron - box</i> 515,700.00			✓	
<i>Stl. con.</i> Greg Rapp Concrete Const.	204,000.00			✓	
<i>(Site)</i> Henson Asphalt Paving	<i>Site - dirt</i> 18,292.00				
Henson Asphalt Paving	<i>Asphalt + Sand</i> 912.00				<i>No bond req.</i>
Luckwood Const. Co.	<i>Site</i> 50,000.00	<i>10.00 C/dy</i>	<i>Stl. - 16,425.00</i>	✓	
<i>Int. Mem.</i> Henson Asphalt Paving	21,883.00				<i>No bond req.</i>
<i>Int. Mem.</i> Moran Const. Co.	<i>Site</i> 27,703.34				✓
<i>Int. Mem.</i> Universal Crew & Const.	5,270.00				✓
<i>Int. Mem.</i> Charles Patton	8,500.00				<i>No bond req.</i>
<i>Site - dirt</i> Ed Warner Const.	23,114.00				✓
<i>(Mason &amp; Plumber)</i> Grady Memphis	15,930.00				
Brown Windows Doors	15,850.00				
<i>Overhead doors</i>	4,860.00				

BID TABULATION

PROJECT: UPSHUR COUNTY JUSTICE CENTER

BID OPENING: FEBRUARY 11, 1985, 10:00 A.M.

NAME OF BIDDER -	BASE BID	ALT. 1	ALT. 2	BID BOND	CASHIERS CHECK
<i>Lindsay Inc. (Roof + Sheet Metal)</i>	66,900.00			✓	
<i>K-Mac Roofing + Sheet Metal</i>	66,554.00				
<i>Johnson Roofing Co.</i>	99,750.00				✓
<i>Woodard Roofing Co.</i>	74,627.00			Bid Bond Approved	
<i>Matley Roofing + Sheet Metal</i>	74,500.00				
<i>Hayes-Miller Roofing Co.</i>	90,609.00			✓	
<i>Wayne Masonry (Masonry)</i>	168,772.00		2112.00 + 226,250.00 + 348,220.00	✓	
<i>Rich Construction Co.</i>	135,219.00			✓	
<i>Progreive Masonry</i>	130,000.00				
<i>Quality Custom Fabricators (Good Service)</i>	56,201.00				
<i>Kerby Rest Supply</i>	47,687.00			✓	
<i>Renard Supply Co.</i>	54,999.00			✓	
<i>Textmart Services Inc.</i>	62,042.46				
<i>Largate Glass + Alum. (Kitchen Section)</i>	3,496.00			No Bond Req.	
<i>Gregg Glass Inc.</i>	1,000.00			No Bond Req.	
<i>ADTEC Security (Attention)</i>	336,000.00			✓	
<i>Trics. Car. Equip.</i>	415,000.00			✓	
<i>Carroll Stone Bridge</i>	388,645.00			✓	
<i>Knuthen Steel Co.</i>	389,000.00			✓	

RECEIVED  
FEB 11 1985  
10:40

NOTE: FOR C03 PROJECTS ONLY

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM CERTIFICATION

I, Everett Dean, certify that:

This agency employs fewer than 50 people, therefore, the Upshur County Juvenile Probation is not required to file an (Criminal Justice Agency) equal opportunity program in accordance with 28 CFR 42.301 et seq., Subpart E.

or

This agency employs 50 or more people and has received or applied to the Criminal Justice Division, Office of the Governor for total funds in excess of \$25,000, therefore the \_\_\_\_\_ has formulated (Criminal Justice Agency) an equal employment opportunity program in accordance with 28 CFR 42.301 et seq., Subpart E and that it is on file in the office of \_\_\_\_\_ (name)

\_\_\_\_\_ (address, title) for review or audit by an official of the Criminal Justice Division, Office of the Governor as required by relevant laws and regulations.

PROJECT TITLE Upshur County Juvenile Court Services

Everett Dean  
Authorized Official (signature)

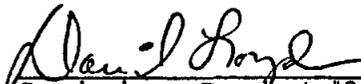
Connie Mitchell  
Project Director (signature)

2-11-85  
Date

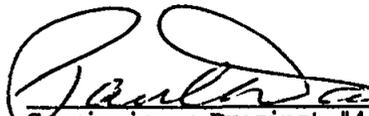
2-11-85  
Date

RESOLVED:

That on this the 11th day of February, 1985, the Commissioner's Court of Upshur County, Texas hereby acknowledges its support of the Upshur County Juvenile Court Services Project and authorizes the Chief Juvenile Probation Officer to seek and accept \$5,724.00 in funding from the Criminal Justice Division, State of Texas, for the Project during the Fiscal Year 1986.

  
Commissioner Precinct #3

  
County Judge

  
Commissioner Precinct #4

  
Commissioner Precinct #1

  
Attest: County Clerk

  
Commissioner Precinct #2

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**THE FIRST STATE BANK**  
MEMBER FEDERAL DEPOSIT INSURANCE CORPORATION  
BIG SANDY, TEXAS 75755

February 6, 1985

The Honorable Everett Dean  
Upshur County Judge  
Gilmer, Texas 75644

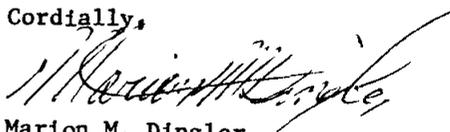
Dear Judge Dean:

We make application for the county depository for funds  
in the Justice Court Precinct 5 accounts only, for the  
years 1985-1986.

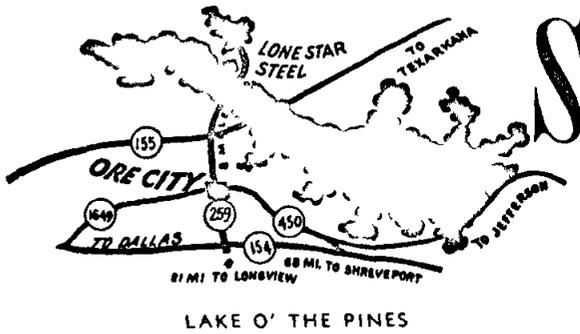
Service free checking account and free checks will be  
offered on these accounts.

If we can be of further assistance, please advise.

Cordially,

  
Marion M. Dingler  
President

MMD/mr



# SECURITY STATE BANK

ORE CITY, TEXAS 75683

February 6, 1985

County Judge  
Upshur County  
Gilmer, Tx. 75644

Dear Sir:

The Security State Bank of Ore City, Texas, respectfully request that we be appointed as the depository for the W. S. Chasteen, Justice of the Peace account for 1985 and 1986.

Your granting of this request will be appreciated.

Very truly yours,

SECURITY STATE BANK

*K. C. Hathaway (ew)*

K. C. Hathaway  
President

KCH/ew

MEMBER  
**FDIC**

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DAVIDSON MOTOR CO. & AUTO SALVAGE

P. O. BOX 863  
GILMER, TEXAS 75644  
734-4123

19 79 Light Green chw - 431<sup>00</sup>  
19 79 Brown - chw - 610<sup>00</sup>  
19 77 Dark Green chw - 386<sup>00</sup>  
19 80 . Foul it Door worked on side - 486<sup>00</sup>

Davidson Motor Co.  
& Auto Salvage  
P. O. Box 863  
Gilmer, TX 75644

*Tommy Davidson*

OFFICIAL BID FORM

VOL. 25 No. 301

Honorable County Judge and Commissioners Court  
Upshur County  
Gilmer, Texas

February 11, 1985

Gentlemen:

Reference is made to your Official Statement and Notice of Sale and Bidding Instructions, dated January 15, 1985, of \$2,250,000 UPSHUR COUNTY, TEXAS CERTIFICATES OF OBLIGATION, SERIES 1985-A, both of which constitute a part hereof.

For your legally issued Certificates, as described in said Notice of Sale and Bidding Instructions and Official Statement, we will pay you par and accrued interest from date of issue to date of delivery to us, plus a cash premium of \$ -0- for Certificates maturing and bearing interest as follows:

Maturity	Interest Rate	Maturity	Interest Rate	Maturity	Interest Rate
2-15-1986	11.50%	2-15-1991	11.50%	2-15-1996	8.70%
2-15-1987	11.50%	2-15-1992	11.50%	2-15-1997	8.80%
2-15-1988	11.50%	2-15-1993	11.00%	2-15-1998	8.90%
2-15-1989	11.50%	2-15-1994	8.50%	2-15-1999	9.00%
2-15-1990	11.50%	2-15-1995	8.60%	2-15-2000	8.875%

Our calculation (which is not a part of this bid) of the interest cost from the above is:

Total Interest Cost	\$ 2,271,550.00
Less Premium	-0-
NET INTEREST COST	\$ 2,271,550.00
EFFECTIVE INTEREST RATE	9.1687%

We are having the Certificates insured by MBIA.

The Initial Certificate shall be registered in the name of Prudential Bache Securities, Inc. (syndicate account manager). We will advise Mr. Hugh Clarke, First City National Bank of Austin, Trust Division, P. O. Box 2127, Austin, Texas 78768 (512 473-4823), the Paying Agent/Registrar, our registration instructions at least five business days prior to the date set for Initial Delivery.

Check of the First City National Bank, Austin, TX, in the amount of \$45,000.00, which represents our Good Faith Deposit (is attached hereto) or (has been made available to you prior to the opening of this bid), and is submitted in accordance with the terms as set forth in the Official Statement and Notice of Sale and Bidding Instructions.

We agree to accept delivery of and make payment for the Initial Certificate in immediately available funds in the Trust Division, First City National Bank of Austin, Austin, Texas, not later than 10:00 AM, CST, on March 18, 1985, or thereafter on the date the Initial Certificate is tendered for delivery, pursuant to the terms set forth in the Notice of Sale and Bidding Instructions.

Respectfully submitted,

Prudential Bache Securities, Inc.

E F Hutton

Shearson Lehman American Express

Merrill Lynch

By [Signature]

Authorized Representative

ACCEPTANCE CLAUSE

The above and foregoing bid is hereby in all things accepted by the Commissioners Court of Upshur County, Texas, this the 11th day of February, 1985.

[Signature]  
County Judge

ATTEST

[Signature]  
County Clerk

\*\*\*\*\*

Return of Good Faith Deposit is hereby acknowledged: \_\_\_\_\_

By \_\_\_\_\_

OFFICIAL BID FORM

Honorable County Judge and Commissioners Court  
Upshur County  
Gilmer, Texas

February 11, 1985

Gentlemen:

Reference is made to your Official Statement and Notice of Sale and Bidding Instructions, dated January 15, 1985, of \$2,250,000 UPSHUR COUNTY, TEXAS CERTIFICATES OF OBLIGATION, SERIES 1985-A, both of which constitute a part hereof.

For your legally issued Certificates, as described in said Notice of Sale and Bidding Instructions and Official Statement, we will pay you par and accrued interest from date of issue to date of delivery to us, plus a cash premium of \$ -0- for Certificates maturing and bearing interest as follows:

<u>Maturity</u>	<u>Interest Rate</u>	<u>Maturity</u>	<u>Interest Rate</u>	<u>Maturity</u>	<u>Interest Rate</u>
2-15-1986	<u>11.50%</u>	2-15-1991	<u>11.50%</u>	2-15-1996	<u>8.75%</u>
2-15-1987	<u>11.50%</u>	2-15-1992	<u>11.50%</u>	2-15-1997	<u>8.90%</u>
2-15-1988	<u>11.50%</u>	2-15-1993	<u>11.50%</u>	2-15-1998	<u>9.00%</u>
2-15-1989	<u>11.50%</u>	2-15-1994	<u>11.50%</u>	2-15-1999	<u>9.10%</u>
2-15-1990	<u>11.50%</u>	2-15-1995	<u>8.60%</u>	2-15-2000	<u>8.50%</u>

Our calculation (which is not a part of this bid) of the interest cost from the above is.

Total Interest Cost	\$ <u>2,286,275.00</u>
Less Premium	<u>-0-</u>
NET INTEREST COST	\$ <u>2,286,275.00</u>
EFFECTIVE INTEREST RATE	<u>9.228153</u> %

We are having the Certificates insured by MBIA.

The Initial Certificate shall be registered in the name of Underwood, Neuhaus & Co., Inc. (syndicate account manager). We will advise Mr. Hugh Clarke, First City National Bank of Austin, Trust Division, P. O. Box 2127, Austin, Texas 78768 (512 473-4823), the Paying Agent/Registrar, our registration instructions at least five business days prior to the date set for Initial Delivery.

Check of the First City Nat'l. Bank, Austin, Tx. in the amount of \$45,000.00, which represents our Good Faith Deposit (~~is attached hereto~~) or (has been made available to you prior to the opening of this bid), and is submitted in accordance with the terms as set forth in the Official Statement and Notice of Sale and Bidding Instructions.

We agree to accept delivery of and make payment for the Initial Certificate in immediately available funds in the Trust Division, First City National Bank of Austin, Austin, Texas, not later than 10:00 AM, CST, on March 18, 1985, or thereafter on the date the Initial Certificate is tendered for delivery, pursuant to the terms set forth in the Notice of Sale and Bidding Instructions.

Respectfully submitted,

Underwood, Neuhaus & Co., Inc. - Mgr. Phiser Investment Co.  
Rotan Mosle, Inc.  
Rauscher Pierce Refenes, Inc. By W. Roy Tucker  
Authorized Representative

ACCEPTANCE CLAUSE W. Roy Tucker

The above and foregoing bid is hereby in all things accepted by the Commissioners Court of Upshur County, Texas, this the 11th day of February, 1985.

\_\_\_\_\_  
County Judge

ATTEST:

\_\_\_\_\_  
County Clerk

\*\*\*\*\*

Return of Good Faith Deposit is hereby acknowledged: \_\_\_\_\_

By \_\_\_\_\_

OFFICIAL BID FORM

VOL. 25 PG. 303

Honorable County Judge and Commissioners Court  
Upshur County  
Gilmer, Texas

February 11, 1985

Gentlemen:

Reference is made to your Official Statement and Notice of Sale and Bidding Instructions, dated January 15, 1985, of \$2,250,000 UPSHUR COUNTY, TEXAS CERTIFICATES OF OBLIGATION, SERIES 1985-A, both of which constitute a part hereof.

For your legally issued Certificates, as described in said Notice of Sale and Bidding Instructions and Official Statement, we will pay you par and accrued interest from date of issue to date of delivery to us, plus a cash premium of \$ 37.28 for Certificates maturing and bearing interest as follows:

<u>Maturity</u>	<u>Interest Rate</u>	<u>Maturity</u>	<u>Interest Rate</u>	<u>Maturity</u>	<u>Interest Rate</u>
2-15-1986	<u>11.00%</u>	2-15-1991	<u>11.00%</u>	2-15-1996	<u>8.90 %</u>
2-15-1987	<u>11.00%</u>	2-15-1992	<u>11.00%</u>	2-15-1997	<u>9.00 %</u>
2-15-1988	<u>11.00%</u>	2-15-1993	<u>11.00%</u>	2-15-1998	<u>9.00 %</u>
2-15-1989	<u>11.00%</u>	2-15-1994	<u>9.875%</u>	2-15-1999	<u>9.00 %</u>
2-15-1990	<u>11.00%</u>	2-15-1995	<u>8.75 %</u>	2-15-2000	<u>9.00 %</u>

Our calculation (which is not a part of this bid) of the interest cost from the above is:

Total Interest Cost	\$ <u>2,293,524.00</u>
Less Premium	<u>37.28</u>
NET INTEREST COST	\$ <u>2,293,524.00</u>
EFFECTIVE INTEREST RATE	<u>9.257266 %</u>

We are having the Certificates insured by MBIA.

The Initial Certificate shall be registered in the name of Continental Illinois Natl Bank (syndicate account manager). We will advise Mr. Hugh Clarke, First City National Bank of Austin, Trust Division, P. O. Box 2127, Austin, Texas 78768 (512 473-4823), the Paying Agent/Registrar, our registration instructions at least five business days prior to the date set for Initial Delivery.

Cashier's Check of the Continental Bank, Chicago, Illinois, in the amount of \$45,000.00, which represents our Good Faith Deposit (is attached hereto) or (has been made available to you prior to the opening of this bid), and is submitted in accordance with the terms as set forth in the Official Statement and Notice of Sale and Bidding Instructions.

We agree to accept delivery of and make payment for the Initial Certificate in immediately available funds in the Trust Division, First City National Bank of Austin, Austin, Texas, not later than 10:00 AM, CST, on March 18, 1985, or thereafter on the date the Initial Certificate is tendered for delivery, pursuant to the terms set forth in the Notice of Sale and Bidding Instructions.

Respectfully submitted,

Continental Illinois National Bank  
and Trust Company of Chicago

By Stephen M. Johns  
Authorized Representative  
Stephen M. Johns, Vice President

ACCEPTANCE CLAUSE

The above and foregoing bid is hereby in all things accepted by the Commissioners Court of Upshur County, Texas, this the 11th day of February, 1985.

\_\_\_\_\_  
County Judge

ATTEST:

\_\_\_\_\_  
County Clerk

\*\*\*\*\*

Return of Good Faith Deposit is hereby acknowledged: \_\_\_\_\_

By \_\_\_\_\_

OFFICIAL BID FORM

Honorable County Judge and Commissioners Court  
Upshur County  
Gilmer, Texas

February 11, 1985

Gentlemen:

Reference is made to your Official Statement and Notice of Sale and Bidding Instructions, dated January 15, 1985, of \$2,250,000 UPSHUR COUNTY, TEXAS CERTIFICATES OF OBLIGATION, SERIES 1985-A, both of which constitute a part hereof.

For your legally issued Certificates, as described in said Notice of Sale and Bidding Instructions and Official Statement, we will pay you par and accrued interest from date of issue to date of delivery to us, plus a cash premium of \$ -0- for Certificates maturing and bearing interest as follows:

<u>Maturity</u>	<u>Interest Rate</u>	<u>Maturity</u>	<u>Interest Rate</u>	<u>Maturity</u>	<u>Interest Rate</u>
2-15-1986	<u>11.50%</u>	2-15-1991	<u>11.50%</u>	2-15-1996	<u>8.90%</u>
2-15-1987	<u>11.50%</u>	2-15-1992	<u>11.50%</u>	2-15-1997	<u>9.00%</u>
2-15-1988	<u>11.50%</u>	2-15-1993	<u>10.25%</u>	2-15-1998	<u>9.10%</u>
2-15-1989	<u>11.50%</u>	2-15-1994	<u>8.60%</u>	2-15-1999	<u>9.20%</u>
2-15-1990	<u>11.50%</u>	2-15-1995	<u>8.75%</u>	2-15-2000	<u>9.30%</u>

Our calculation (which is not a part of this bid) of the interest cost from the above is.

Total Interest Cost	\$ <u>2,324,625.00</u>
Less Premium	<u>-0-</u>
NET INTEREST COST	\$ <u>2,324,625.00</u>
EFFECTIVE INTEREST RATE	<u>9.382947</u> %

We are having the Certificates insured by \_\_\_\_\_.

The Initial Certificate shall be registered in the name of RepublicBank Dallas N.A. (syndicate account manager). We will advise Mr. Hugh Clarke, First City National Bank of Austin, Trust Division, P. O. Box 2127, Austin, Texas 78768 (512 473-4823), the Paying Agent/Registrar, our registration instructions at least five business days prior to the date set for Initial Delivery.

**Cashier's** Check of the RepublicBank Dallas, Dallas, Texas, in the amount of \$45,000.00, which represents our Good Faith Deposit (is attached hereto) or (has been made available to you prior to the opening of this bid), and is submitted in accordance with the terms as set forth in the Official Statement and Notice of Sale and Bidding Instructions.

We agree to accept delivery of and make payment for the Initial Certificate in immediately available funds in the Trust Division, First City National Bank of Austin, Austin, Texas, not later than 10:00 AM, CST, on March 18, 1985, or thereafter on the date the Initial Certificate is tendered for delivery, pursuant to the terms set forth in the Notice of Sale and Bidding Instructions.

Respectfully submitted,

RepublicBank Dallas N.A. )Jt.  
PaineWebber Incorporated )Mgrs  
First Southwest Company )  
Allied Bank of Texas )

By John M. Cutbirth  
Authorized Representative (H)  
John M. Cutbirth, Vice President

**Schneider, Bernet & Hickman, Inc.**  
ACCEPTANCE CLAUSE

The above and foregoing bid is hereby in all things accepted by the Commissioners Court of Upshur County, Texas, this the 11th day of February, 1985.

\_\_\_\_\_  
County Judge

ATTEST:

\_\_\_\_\_  
County Clerk

\*\*\*\*\*

Return of Good Faith Deposit is hereby acknowledged.

By \_\_\_\_\_

OFFICIAL BID FORM

VOL. 25 ru. 305

Honorable County Judge and Commissioners Court  
Upshur County  
Gilmer, Texas

February 11, 1985

Gentlemen:

Reference is made to your Official Statement and Notice of Sale and Bidding Instructions, dated January 15, 1985, of \$2,250,000 UPSHUR COUNTY, TEXAS CERTIFICATES OF OBLIGATION, SERIES 1985-A, both of which constitute a part hereof.

For your legally issued Certificates, as described in said Notice of Sale and Bidding Instructions and Official Statement, we will pay you par and accrued interest from date of issue to date of delivery to us, plus a cash premium of \$ -0- for Certificates maturing and bearing interest as follows:

Maturity	Interest Rate	Maturity	Interest Rate	Maturity	Interest Rate
2-15-1986	11.50%	2-15-1991	11.50%	2-15-1996	9.00%
2-15-1987	11.50%	2-15-1992	11.50%	2-15-1997	9.10%
2-15-1988	11.50%	2-15-1993	10.00%	2-15-1998	9.20%
2-15-1989	11.50%	2-15-1994	8.75%	2-15-1999	9.30%
2-15-1990	11.50%	2-15-1995	8.90%	2-15-2000	9.30%

Our calculation (which is not a part of this bid) of the interest cost from the above is:

Total Interest Cost	\$ 2,337,875.00
Less Premium	-0-
NET INTEREST COST	\$ 2,337,875.00
EFFECTIVE INTEREST RATE	9.436428 %

We are having the Certificates insured by MBIA.

The Initial Certificate shall be registered in the name of MSCWH, Inc. (syndicate account manager). We will advise Mr. Hugh Clarke, First City National Bank of Austin, Trust Division, P. O. Box 2127, Austin, Texas 78768 (512 473-4823), the Paying Agent/Registrar, our registration instructions at least five business days prior to the date set for Initial Delivery.

Cashiers Check of the First City Natl. Bank, Austin, in the amount of \$45,000.00, which represents our Good Faith Deposit ~~(as required by the instructions)~~ or (has been made available to you prior to the opening of this bid), and is submitted in accordance with the terms as set forth in the Official Statement and Notice of Sale and Bidding instructions.

We agree to accept delivery of and make payment for the Initial Certificate in immediately available funds in the Trust Division, First City National Bank of Austin, Austin, Texas, not later than 10:00 AM, CST, on March 18, 1985, or thereafter on the date the Initial Certificate is tendered for delivery, pursuant to the terms set forth in the Notice of Sale and Bidding Instructions.

Respectfully submitted,

Master Sanford Coon Ward Holland, Inc., First City National Bank Houston

Devill Bresler Schulman

Epler Guerin & Turner

By *[Signature]*  
Authorized Representative

ACCEPTANCE CLAUSE

The above and foregoing bid is hereby in all things accepted by the Commissioners Court of Upshur County, Texas, this the 11th day of February, 1985.

\_\_\_\_\_  
County Judge

ATTEST:

\_\_\_\_\_  
County Clerk

\*\*\*\*\*

Return of Good Faith Deposit is hereby acknowledged: \_\_\_\_\_

By \_\_\_\_\_



OFFICIAL BID FORM

VOL. 25 PG. 307

Honorable County Judge and Commissioners Court  
Upshur County  
Gilmer, Texas

February 11, 1985

Gentlemen:

Reference is made to your Official Statement and Notice of Sale and Bidding Instructions, dated January 15, 1985, of \$2,250,000 UPSHUR COUNTY, TEXAS CERTIFICATES OF OBLIGATION, SERIES 1985-A, both of which constitute a part hereof.

For your legally issued Certificates, as described in said Notice of Sale and Bidding Instructions and Official Statement, we will pay you par and accrued interest from date of issue to date of delivery to us, plus a cash premium of \$.00 for Certificates maturing and bearing interest as follows:

Maturity	Interest Rate	Maturity	Interest Rate	Maturity	Interest Rate
2-15-1986	<u>10.50 %</u>	2-15-1991	<u>10.50 %</u>	2-15-1996	<u>9.00 %</u>
2-15-1987	<u>10.50 %</u>	2-15-1992	<u>10.50 %</u>	2-15-1997	<u>9.10 %</u>
2-15-1988	<u>10.50 %</u>	2-15-1993	<u>10.50 %</u>	2-15-1998	<u>9.15 %</u>
2-15-1989	<u>10.50 %</u>	2-15-1994	<u>10.50 %</u>	2-15-1999	<u>9.20 %</u>
2-15-1990	<u>10.50 %</u>	2-15-1995	<u>9.80 %</u>	2-15-2000	<u>9.30 %</u>

Our calculation (which is not a part of this bid) of the interest cost from the above is:

Total Interest Cost	<u>\$2,327,275.00</u>
Less Premium	<u>.00</u>
NET INTEREST COST	<u>\$2,327,275.00</u>
EFFECTIVE INTEREST RATE	<u>9.343643 %</u>

We are having the Certificates insured by AMBAC INSURANCE

The Initial Certificate shall be registered in the name of Dean Witter Reynolds, Inc. (syndicate account manager). We will advise Mr. Hugh Clarke, First City National Bank of Austin, Trust Division, P. O. Box 2127, Austin, Texas 78768 (512 473-4823), the Paying Agent/Registrar, our registration instructions at least five business days prior to the date set for Initial Delivery.

Check of the First City Natl. Bank, Austin, in the amount of \$45,000.00, which represents our Good Faith Deposit (~~is attached hereto~~) or (has been made available to you prior to the opening of this bid), and is submitted in accordance with the terms as set forth in the Official Statement and Notice of Sale and Bidding Instructions.

We agree to accept delivery of and make payment for the Initial Certificate in immediately available funds in the Trust Division, First City National Bank of Austin, Austin, Texas, not later than 10:00 AM, CST, on March 18, 1985, or thereafter on the date the Initial Certificate is tendered for delivery, pursuant to the terms set forth in the Notice of Sale and Bidding Instructions.

Respectfully submitted,

Dean Witter Reynolds, Inc.

COWAN MBANK  
KIDDER BANCTEXAS

By Stephen J. Young  
Authorized Representative  
Stephen J. Young, Vice President

ACCEPTANCE CLAUSE

The above and foregoing bid is hereby in all things accepted by the Commissioners Court of Upshur County, Texas, this the 11th day of February, 1985.

\_\_\_\_\_  
County Judge

ATTEST:

\_\_\_\_\_  
County Clerk

\*\*\*\*\*

Return of Good Faith Deposit is hereby acknowledged: \_\_\_\_\_

By \_\_\_\_\_

AN ORDER awarding the sale of \$2,250,000 "UPSHUR COUNTY, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 1985A", dated February 15, 1985; and resolving other matters incident and related to the sale of said Certificates, including the approval and distribution of an Official Statement pertaining thereto.

WHEREAS, on the 14th day of January, 1985, the Commissioners Court of Upshur County, Texas, passed and adopted an order authorizing the issuance of \$2,250,000 "UPSHUR COUNTY, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 1985A", dated February 15, 1985 (the "Certificates"); and

WHEREAS, bids for the purchase of the Certificates have been received by the Court and publicly opened, read aloud and tabulated; and

WHEREAS, it is hereby found and determined that the bid of Prudential Bache, et al for the purchase of the Certificates was the best bid received, that said bid was submitted in accordance with the terms and conditions set forth in the "Official Notice of Sale" and should be accepted and the Certificates sold to said bidder; now, therefore,

BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS:

SECTION 1: That the bid submitted by Prudential Bache, et al for the purchase of the \$2,250,000 "UPSHUR COUNTY, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 1985A", with an effective net interest rate of 9.1687 %, attached hereto as Exhibit A and incorporated herein by reference, is hereby accepted and said Certificates are hereby sold to said bidder at the price of par and accrued interest to the date of delivery, plus a premium of \$ -0-.

SECTION 2: That, as provided in said bid accepted by the Court, the Certificates shall bear interest at the per annum rates in accordance with the following schedule:

<u>Year of Stated Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
1986	\$ 55,000	<u>11.50</u> %
1987	65,000	<u>11.50</u> %

<u>Year of Stated Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
1988	80,000	11.50 %
1989	50,000	↓ %
1990	50,000	↓ %
1991	100,000	↓ %
1992	100,000	↓ %
1993	100,000	11.00 %
1994	100,000	8.50 %
1995	100,000	8.60 %
1996	100,000	8.70 %
1997	200,000	8.80 %
1998	200,000	8.90 %
1999	450,000	9.00 %
2000	500,000	8.875 %

**SECTION 3:** That the Official Statement prepared in the initial offering and sale of the Certificates by the County is hereby approved as to form and content and the Commissioners Court hereby finds that the information and data contained in said Official Statement pertaining to the County and its financial affairs is true and correct in all material respects and no material facts have been omitted therefrom which are necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The use of such Official Statement in the reoffering of the Certificates by the above named purchaser(s) is hereby approved and authorized; and proper officials of the County are hereby authorized to execute and deliver a certificate pertaining to said Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Certificates.

PASSED AND ADOPTED, this the 11th day of February, 1985.

  
 County Judge  
 Upshur County, Texas

ATTEST:

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

(Comm. Crt. Seal)

UPSHUR COUNTY  
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM  
Disbursements Made from 02/01/85 thru 02/11/85

11 FEB 1985  
PAGE 1

Check Number	Check Date	Vendor.....	Check Amount.	Expense Acct	Expense Amts.	Discount..	Credit....
8569	02/04/85	BILLIE DOONAN	\$6.00	10-426-4010	\$6.00		
			-----		-----		
			\$6.00		\$6.00		
8570	02/04/85	HOWARD WHITFIELD	\$6.00	10-426-4010	\$6.00		
			-----		-----		
			\$6.00		\$6.00		
8571	02/04/85	JERRY D. JACKSON	\$6.00	10-426-4010	\$6.00		
			-----		-----		
			\$6.00		\$6.00		
8572	02/04/85	HAROLD RAY PALMER	\$12.00	10-426-4010	\$12.00		
			-----		-----		
			\$12.00		\$12.00		
8573	02/04/85	MARY SHERIDAN	\$6.00	10-426-4010	\$6.00		
			-----		-----		
			\$6.00		\$6.00		
8574	02/04/85	DAVID MCWHORTER	\$6.00	10-426-4010	\$6.00		
			-----		-----		
			\$6.00		\$6.00		
8575	02/04/85	DANNY JOE BEENE	\$6.00	10-426-4010	\$6.00		
			-----		-----		
			\$6.00		\$6.00		
8576	02/04/85	LARRY UNDERWOOD	\$6.00	10-426-4010	\$6.00		
			-----		-----		
			\$6.00		\$6.00		
8577	02/04/85	JANE MIMIER	\$6.00	10-426-4010	\$6.00		
			-----		-----		
			\$6.00		\$6.00		
8578	02/04/85	BOBBY D. DAVIS	\$6.00	10-426-4010	\$6.00		
			-----		-----		
			\$6.00		\$6.00		
8579	02/04/85	JAMES L. BROWN	\$6.00	10-426-4010	\$6.00		
			-----		-----		
			\$6.00		\$6.00		
8580	02/04/85	THOMAS C. REAVIS	\$6.00	10-426-4010	\$6.00		
			-----		-----		
			\$6.00		\$6.00		
8581	02/04/85	MICHAEL RAY STIKLEY	\$12.00	10-426-4010	\$12.00		
			-----		-----		
			\$12.00		\$12.00		

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VU-25 CV-311

Check Number	Check Date	Vendor.....	Check Amount.	Expense Acct	Expense Amts.	Discount..	Credit....
8582	02/04/85	WILBERT HAWKINS	\$6.00	10-426-4010	\$6.00		
			\$6.00		\$6.00		
8583	02/04/85	CAROL LEE WILLIAMSON	\$6.00	10-426-4010	\$6.00		
			\$6.00		\$6.00		
8584	02/04/85	TONNIE RAY HATTEN	\$12.00	10-426-4010	\$12.00		
			\$12.00		\$12.00		
8585	02/04/85	JERRY HOPKINS	\$6.00	10-426-4010	\$6.00		
			\$6.00		\$6.00		
8586	02/04/85	VELMA SUE DAVIDSON	\$6.00	10-426-4010	\$6.00		
			\$6.00		\$6.00		
8587	02/04/85	PERCY SMITH	\$6.00	10-426-4010	\$6.00		
			\$6.00		\$6.00		
8588	02/04/85	OPAL KEY	\$6.00	10-426-4010	\$6.00		
			\$6.00		\$6.00		
8589	02/04/85	SALLY WINN LISTENBEE	\$6.00	10-426-4010	\$6.00		
			\$6.00		\$6.00		
8590	02/04/85	GILMER NATIONAL BANK	\$14,920.00	60-680-6000 60-680-6500	\$10,000.00 \$4,920.00		
			\$14,920.00		\$14,920.00		
8591	02/04/85	UPSHUR-RURAL ELECTRIC COOP., C	\$70.02	15-611-4300 10-510-4300 18-614-4300 15-612-4300 10-510-4300	\$6.27 \$7.00 \$24.03 \$25.42 \$7.30		
			\$70.02		\$70.02		
8592	02/04/85	FIRST NATIONAL BANK	\$18,495.22	87-780-2550	\$18,495.22		
			\$18,495.22		\$18,495.22		
8593	02/04/85	EMPLOYEES RETIREMENT SYSTEM, S	\$21,306.39	10-401-2150 10-403-2150 10-405-2150	\$584.02 \$480.13 \$91.42		

Check Number	Check Date	Vendor.....	Check Amount.	Expense Acct	Expense Amts.	Discount..	Credit....
				10-410-2150	\$73.50		
				10-435-2150	\$205.92		
				10-450-2150	\$398.96		
				10-455-2150	\$424.90		
				10-476-2150	\$534.83		
				10-495-2150	\$288.75		
				10-497-2150	\$179.39		
				10-499-2150	\$698.54		
				10-510-2150	\$250.53		
				10-550-2150	\$144.18		
				10-560-2150	\$1,687.83		
				10-565-2150	\$533.99		
				10-630-2150	\$52.10		
				10-650-2150	\$316.99		
				10-665-2150	\$102.81		
				15-611-2150	\$535.76		
				16-612-2150	\$629.64		
				17-613-2150	\$507.02		
				18-614-2150	\$766.60		
				31-476-2150	\$151.79		
				40-570-2150	\$710.91		
				55-575-2150	\$256.80		
				87-780-2600	\$45.88		
				87-780-2600	\$10,653.20		
			<u>\$21,306.39</u>		<u>\$21,306.39</u>		
8594	02/05/85	CAMERA SERVICE CENTER	\$13.95	10-630-4480	\$13.95		
			<u>\$13.95</u>		<u>\$13.95</u>		
8595	02/05/85	GILMER NATIONAL BANK	\$1,800,000.00	01-900-7000	\$1,800,000.00		
			<u>\$1,800,000.00</u>		<u>\$1,800,000.00</u>		
8596	02/05/85	SHARON WATER SUPPLY CORP.	\$15.00	18-614-4310	\$15.00		
			<u>\$15.00</u>		<u>\$15.00</u>		
8597	02/05/85	SOUTHWESTERN BELL TELEPHONE	\$226.85	15-611-4330	\$101.31		
				40-570-4335	\$72.74		
				45-570-4330	\$52.80		
			<u>\$226.85</u>		<u>\$226.85</u>		
8603	02/07/85	DONALD LYNN SIMS	\$6.00	10-435-4010	\$6.00		
			<u>\$6.00</u>		<u>\$6.00</u>		
8604	02/07/85	DOROTHY LOUISE SPEARS	\$6.00	10-435-4010	\$6.00		
			<u>\$6.00</u>		<u>\$6.00</u>		

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Check Number	Check Date	Vendor.....	Check Amount.	Expense Acct	Expense Amt.	Discount..	Credit....
8605	02/07/85	CLIFTON D. MORROW	\$6.00	10-435-4010	\$6.00		
			\$6.00		\$6.00		
8606	02/07/85	WAYNE VERNON WIGHTMAN	\$6.00	10-435-4010	\$6.00		
			\$6.00		\$6.00		
8607	02/07/85	CLYDE EVERETT ELWELL	\$6.00	10-435-4010	\$6.00		
			\$6.00		\$6.00		
8608	02/07/85	P. J. STARNES	\$6.00	10-435-4010	\$6.00		
			\$6.00		\$6.00		
8609	02/07/85	DONALD GENE BETHARD	\$6.00	10-435-4010	\$6.00		
			\$6.00		\$6.00		
8610	02/07/85	TERESA HANZIK DAVIDSON	\$6.00	10-435-4010	\$6.00		
			\$6.00		\$6.00		
8611	02/07/85	PLAZE CAIN	\$6.00	10-435-4010	\$6.00		
			\$6.00		\$6.00		
8612	02/07/85	GERALDINE CHAMPION	\$6.00	10-435-4010	\$6.00		
			\$6.00		\$6.00		
8613	02/07/85	GENE. C. NIX	\$6.00	10-435-4010	\$6.00		
			\$6.00		\$6.00		
8614	02/07/85	GEORGE ERWIN NANCE	\$6.00	10-435-4010	\$6.00		
			\$6.00		\$6.00		
8615	02/07/85	JAMES RAY PAGE	\$6.00	10-435-4010	\$6.00		
			\$6.00		\$6.00		
8616	02/07/85	NELL STOKES WALLACE	\$6.00	10-435-4010	\$6.00		
			\$6.00		\$6.00		
8617	02/07/85	BENNY JOE SUTHERLAND	\$6.00	10-435-4010	\$6.00		
			\$6.00		\$6.00		

UPSHUR COUNTY  
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM  
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Check Number	Check Date	Vendor.....	Check Amount.	Expense Acct	Expense Amts.	Discount..	Credit....
8618	02/07/85	ROBERT M. FERGUSON	\$6.00	10-435-4010	\$6.00		
			-----		-----		
			\$6.00		\$6.00		
8619	02/07/85	DENNIS MARVIN JONES	\$6.00	10-435-4010	\$6.00		
			-----		-----		
			\$6.00		\$6.00		
8620	02/07/85	DANNY RAY SORRELLS	\$6.00	10-435-4010	\$6.00		
			-----		-----		
			\$6.00		\$6.00		
8621	02/07/85	GEARLINE CROCKETT	\$6.00	10-435-4010	\$6.00		
			-----		-----		
			\$6.00		\$6.00		
8622	02/07/85	CAROLYN ANN DAVIS	\$6.00	10-435-4010	\$6.00		
			-----		-----		
			\$6.00		\$6.00		
8623	02/07/85	DELLA MAE WHITAKER	\$6.00	10-435-4010	\$6.00		
			-----		-----		
			\$6.00		\$6.00		
8624	02/07/85	ROBERT LAMON ANDERSON, JR.	\$6.00	10-435-4010	\$6.00		
			-----		-----		
			\$6.00		\$6.00		
8625	02/07/85	PALMER HANBER SELLERS	\$6.00	10-435-4010	\$6.00		
			-----		-----		
			\$6.00		\$6.00		
8626	02/07/85	TROY NICHOLAS	\$6.00	10-435-4010	\$6.00		
			-----		-----		
			\$6.00		\$6.00		
8627	02/07/85	ROY ALLEN GASTON	\$6.00	10-435-4010	\$6.00		
			-----		-----		
			\$6.00		\$6.00		
8628	02/07/85	JAMES O'NEAL, JR.	\$6.00	10-435-4010	\$6.00		
			-----		-----		
			\$6.00		\$6.00		
8629	02/07/85	CARLTON RAY JONES	\$6.00	10-435-4010	\$6.00		
			-----		-----		
			\$6.00		\$6.00		
8630	02/07/85	JAY THEODORE HENDERSON	\$6.00	10-435-4010	\$6.00		
			-----		-----		
			\$6.00		\$6.00		

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Check Number	Check Date	Vendor.....	Check Amount.	Expense Acct	Expense Amts.	Discount..	Credit....
8631	02/07/85	LUETTA S. BOYD	\$6.00	10-435-4010	\$6.00		
			\$6.00		\$6.00		
8632	02/07/85	TOMMIE J. CRONE	\$6.00	10-435-4010	\$6.00		
			\$6.00		\$6.00		
8633	02/07/85	ROBERT R. GRIMES, JR.	\$6.00	10-435-4010	\$6.00		
			\$6.00		\$6.00		
8634	02/07/85	TERESA LONG LONG	\$6.00	10-435-4010	\$6.00		
			\$6.00		\$6.00		
8635	02/07/85	WILLIAM ALAN LOYD	\$6.00	10-435-4010	\$6.00		
			\$6.00		\$6.00		
8636	02/07/85	JOHN WILLIARD BROWN, JR.	\$6.00	10-435-4010	\$6.00		
			\$6.00		\$6.00		
8637	02/07/85	SNOBIA BARNES DEARION	\$6.00	10-435-4010	\$6.00		
			\$6.00		\$6.00		
8638	02/07/85	BEVERLY HAWLEY WILSON	\$6.00	10-435-4010	\$6.00		
			\$6.00		\$6.00		
8639	02/07/85	JAMES MICHAEL PILCHER	\$6.00	10-435-4010	\$6.00		
			\$6.00		\$6.00		
8640	02/07/85	DANNY KEEL	\$6.00	10-435-4010	\$6.00		
			\$6.00		\$6.00		
8641	02/07/85	ROBBY LANE STEWART	\$6.00	10-435-4010	\$6.00		
			\$6.00		\$6.00		
8642	02/07/85	CHARLES EDWARD EASLEY	\$6.00	10-435-4010	\$6.00		
			\$6.00		\$6.00		
8643	02/07/85	MARY ADAIR BRUNSON	\$6.00	10-435-4010	\$6.00		
			\$6.00		\$6.00		

UPSHUR COUNTY  
THE SOFTWARE GROUP, INC.

A C C O U N T S P A Y A B L E S Y S T E M  
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Check Number	Check Date	Vendor.....	Check Amount.	Expense Acct	Expense Amts.	Discount..	Credit....
8644	02/07/85	IRENE BLANKENSHIP FERGUSON	\$6.00	10-435-4010	\$6.00		
			\$6.00		\$6.00		
8645	02/07/85	ALVIN R. GRAHM	\$6.00	10-435-4010	\$6.00		
			\$6.00		\$6.00		
8646	02/07/85	KAREN MCWILLIAMS BROWN	\$6.00	10-435-4010	\$6.00		
			\$6.00		\$6.00		
8647	02/07/85	DARRELL ELTON WILSON	\$6.00	10-435-4010	\$6.00		
			\$6.00		\$6.00		
8648	02/07/85	LOYD ALVIN PYLE	\$6.00	10-435-4010	\$6.00		
			\$6.00		\$6.00		
8649	02/07/85	CHARLES J. NICHOLSON	\$6.00	10-435-4010	\$6.00		
			\$6.00		\$6.00		
8650	02/07/85	COLLIN COUNTY SHERIFF'S DEPART	\$54.00	10-476-4135	\$54.00		
			\$54.00		\$54.00		
8651	02/07/85	CITY OF TEXARKANA	\$60.00	57-575-4860	\$60.00		
			\$60.00		\$60.00		
8652	02/07/85	UPSHUR COUTNY ADULT PROBATION	\$4,015.00	10-570-4650	\$4,015.00		
			\$4,015.00		\$4,015.00		
8653	02/07/85	UPSHUR COUTNY JUVENILE PROBATI	\$10,000.00	10-575-4650	\$10,000.00		
			\$10,000.00		\$10,000.00		
8654	02/07/85	MELINDA LOUISE HATHAWAY	\$12.00	10-435-4010	\$12.00		
			\$12.00		\$12.00		
8655	02/07/85	BILL E. PATTERSON	\$12.00	10-435-4010	\$12.00		
			\$12.00		\$12.00		
8656	02/07/85	BRENDA BLACKSTONE HUSKA	\$12.00	10-435-4010	\$12.00		
			\$12.00		\$12.00		

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Check Number	Check Date	Vendor.....	Check Amount,	Expense Acct	Expense Amts.	Discount..	Credit....
8657	02/07/85	MRS. JOY DALE MCKNIGHT	\$12.00	10-435-4010	\$12.00		
			\$12.00		\$12.00		
8658	02/07/85	C. M. BOWEN	\$12.00	10-435-4010	\$12.00		
			\$12.00		\$12.00		
8659	02/07/85	DEBRA LANEY WILLAIMS	\$12.00	10-435-4010	\$12.00		
			\$12.00		\$12.00		
8660	02/07/85	M. WILMA OGG	\$12.00	10-435-4010	\$12.00		
			\$12.00		\$12.00		
8661	02/07/85	EDNA L. BUCKINGHAM	\$12.00	10-435-4010	\$12.00		
			\$12.00		\$12.00		
8662	02/07/85	LAVADA MANES DAVIS	\$12.00	10-435-4010	\$12.00		
			\$12.00		\$12.00		
8663	02/07/85	EMMA HENDERSON BARROW	\$12.00	10-435-4010	\$12.00		
			\$12.00		\$12.00		
8664	02/07/85	HOPE HUDSON LAMBERT	\$12.00	10-435-4010	\$12.00		
			\$12.00		\$12.00		
8665	02/07/85	GWENDOLYN LOUISE PRICE	\$12.00	10-435-4010	\$12.00		
			\$12.00		\$12.00		
8666	02/08/85	TEXAS COUNTY & DISTRICT RETIRE	\$19,432.30	10-401-2300	\$579.88		
				10-403-2300	\$476.72		
				10-405-2300	\$90.77		
				10-410-2300	\$72.98		
				10-435-2300	\$204.46		
				10-450-2300	\$396.14		
				10-455-2300	\$323.32		
				10-476-2300	\$531.03		
				10-495-2300	\$286.71		
				10-497-2300	\$131.67		
				10-499-2300	\$668.38		
				10-510-2300	\$144.80		
				10-550-2300	\$82.32		
				10-560-2300	\$1,675.88		
				10-565-2300	\$504.94		
				10-630-2300	\$51.73		

UPSHUR COUNTY  
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM  
Disbursements Made from 02/01/85 thru 02/11/85

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Check Number	Check Date	Vendor.....	Check Amount.	Expense Acct	Expense Amt.	Discount..	Credit....
				10-650-2300	\$314.75		
				10-665-2300	\$83.04		
				15-611-2300	\$531.96		
				16-612-2300	\$435.12		
				17-613-2300	\$440.24		
				18-614-2300	\$550.93		
				31-476-2300	\$150.72		
				40-570-2300	\$687.13		
				55-575-2300	\$254.98		
				87-435-2300	\$45.55		
				87-780-2800	\$9,716.15		
			<u>\$19,432.30</u>		<u>\$19,432.30</u>		
8667	02/08/85	DELMO LAWSON	\$600.00	15-611-4750	\$300.00		
				15-611-4750	\$300.00		
			<u>\$600.00</u>		<u>\$600.00</u>		
8668	02/08/85	JAY PATEL	\$111.74	10-770-7500	\$111.74		
			<u>\$111.74</u>		<u>\$111.74</u>		
8669	02/08/85	JAY PATEL	\$55.87	10-770-7500	\$55.87		
			<u>\$55.87</u>		<u>\$55.87</u>		
8670	02/08/85	KANTILAL M. PATEL	\$102.40	10-770-7500	\$102.40		
			<u>\$102.40</u>		<u>\$102.40</u>		
8671	02/08/85	KANTILAL M. PATEL	\$51.20	10-770-7500	\$51.20		
			<u>\$51.20</u>		<u>\$51.20</u>		
Totals:			<u>\$1,890,099.94</u>		<u>\$1,890,099.94</u>		

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*Everett Dean*  
Everett Dean, County Judge

*David Loyd*  
David Loyd, Commissioner Pct. #3

*Gaddis Lindsey*  
Gaddis Lindsey, Commissioner Pct. #1

*Paul Davis*  
Paul Davis, Commissioner Pct. #4

*J.W. Meadows*  
J.W. Meadows, Commissioner Pct. #2

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THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM  
Disbursements Made on 02/11/85

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Check Number	Check Date	Vendor.....	Check Amount.	Expense Acct	Expense Amts.	Discount..	Credit....
8677	02/11/85	EASTEX WELDING & SUPPLY INC.	\$5.50	15-611-3380	\$5.50		
			\$5.50		\$5.50		
8678	02/11/85	H & D TIRE & AUTOMOTIVE	\$7.11	15-611-3390	\$1.99		
				15-611-3440	\$5.12		
			\$7.11		\$7.11		
8679	02/11/85	GILMER WHOLESALE GROCERY, CO.	\$8.00	10-510-3380	\$2.50		
				10-510-3380	\$5.50		
			\$8.00		\$8.00		
8680	02/11/85	ALLEN MACHINERY CO., INC.	\$8.53	15-611-3450	\$4.94		
				15-611-3450	\$3.59		
			\$8.53		\$8.53		
8681	02/11/85	B & M TROPHY	\$10.20	10-401-3010	\$10.20		
			\$10.20		\$10.20		
8682	02/11/85	ACE LAWN & GARDEN SUPPLY	\$11.05	15-611-3430	\$9.05		
				15-611-4480	\$2.00		
			\$11.05		\$11.05		
8683	02/11/85	WESTERN ATUD ASSOCIATE STORE	\$11.31	10-510-3380	\$7.92		
				10-510-3240	\$3.39		
			\$11.31		\$11.31		
8684	02/11/85	WINN'S QUALITY BUILDERS SUPPLY	\$14.32	15-611-3310	\$12.52		
				15-611-3380	\$1.80		
			\$14.32		\$14.32		
8685	02/11/85	WEST SIDE FURNITURE	\$17.38	10-510-3400	\$17.38		
			\$17.38		\$17.38		
8686	02/11/85	GILMER SHAMROCK	\$18.50	16-612-4480	\$18.50		
			\$18.50		\$18.50		
8687	02/11/85	RON'S TIRE SERVICE	\$22.00	15-611-3240	\$10.00		
				15-611-3240	\$12.00		
			\$22.00		\$22.00		
8688	02/11/85	THE GILMER MIRROR	\$22.65	55-575-3010	\$19.10		

UPSHUR COUNTY  
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM  
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Check Number	Check Date	Vendor.....	Check Amount.	Expense Acct	Expense Amts.	Discount..	Credit....
				40-570-3010	\$3.55		
			\$22.65		\$22.65		
8689	02/11/85	CONSTRUCTION SUPPLY COMPANY, I	\$24.70	18-614-3380 18-614-3390	\$1.20 \$23.50		
			\$24.70		\$24.70		
8690	02/11/85	DALLAS COUNTY SHERIFF'S DEPART	\$25.63	10-560-3100	\$25.63		
			\$25.63		\$25.63		
8691	02/11/85	TYPERIGHT BUSINESS SYSTEMS	\$26.28	10-499-4410	\$26.28		
			\$26.28		\$26.28		
8692	02/11/85	HAMBERLINS GULF	\$28.00	10-560-3440 10-560-4430	\$18.00 \$10.00		
			\$28.00		\$28.00		
8693	02/11/85	KILGORE COLLEGE	\$28.00	10-499-4500	\$28.00		
			\$28.00		\$28.00		
8694	02/11/85	T.S. RAGLAND MEMORIAL CLINIC	\$28.00	10-565-4860	\$28.00		
			\$28.00		\$28.00		
8695	02/11/85	ARATEX/IND. UNIFORM & TOWEL	\$28.86	10-510-4495 10-510-4495	\$14.43 \$14.43		
			\$28.86		\$28.86		
8696	02/11/85	WALMART STORE #146	\$29.97	45-570-5300	\$29.97		
			\$29.97		\$29.97		
8697	02/11/85	ELMO HOLLINS	\$31.50	16-612-3330	\$31.50		
			\$31.50		\$31.50		
8698	02/11/85	CANNON'S JOHNNY SERVICE	\$32.00	78-775-4495	\$32.00		
			\$32.00		\$32.00		
8699	02/11/85	APACHE RENT-ALL	\$36.10	10-510-3220 10-510-3200 10-510-3200	\$1.55 \$5.05 \$29.50		
			\$36.10		\$36.10		

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Check Number	Check Date	Vendor.....	Check Amount.	Expense Acct	Expense Amts.	Discount..	Credit....
8700	02/11/85	UPSHUR-RURAL ELECTRIC COOP., C	\$39.30	17-613-4300	\$16.78		
				15-611-4300	\$22.52		
			\$39.30		\$39.30		
8701	02/11/85	ELAINE WEEDEN	\$42.10	10-642-4840	\$42.10		
			\$42.10		\$42.10		
8702	02/11/85	DON HENDRIX	\$45.00	15-611-3330	\$45.00		
			\$45.00		\$45.00		
8703	02/11/85	ETEX TELEPHONE COOP., INC.	\$46.09	16-612-4330	\$21.42		
				18-614-4330	\$22.45		
				18-614-4335	\$2.22		
			\$46.09		\$46.09		
8704	02/11/85	GEORGE P. BANE, INC.	\$47.33	17-613-3450	\$47.33		
			\$47.33		\$47.33		
8705	02/11/85	SOUTHWESTERN BELL TELEPHONE	\$48.70	15-611-4330	\$45.63		
				15-611-4335	\$3.07		
			\$48.70		\$48.70		
8706	02/11/85	QUINTON PRITCHETT	\$48.72	10-409-7100	\$48.72		
			\$48.72		\$48.72		
8707	02/11/85	HENRY T. LYNN	\$52.00	16-612-3330	\$52.00		
			\$52.00		\$52.00		
8708	02/11/85	REGAL OFFICE EQUIPMENT	\$56.00	10-700-3010	\$56.00		
			\$56.00		\$56.00		
8709	02/11/85	NARC OUT K-9 SECURITY	\$60.00	10-560-4485	\$60.00		
			\$60.00		\$60.00		
8710	02/11/85	PAUL DAVIS	\$61.64	10-401-4520	\$61.64		
			\$61.64		\$61.64		
8711	02/11/85	DRENNAN'S TEXACO	\$62.93	10-560-3440	\$54.68		
				10-560-4430	\$8.25		
			\$62.93		\$62.93		

UPSHUR COUNTY  
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM  
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Check Number	Check Date	Vendor.....	Check Amount.	Expense Acct	Expense Amts.	Discount..	Credit....
8712	02/11/85	GILMER DRUG COMPANY	\$71.31	10-565-3125 10-642-3125	\$51.33 \$19.98		
			----- \$71.31		----- \$71.31		
8713	02/11/85	BRADLEY PRINTING, INC.	\$78.40	40-570-3030 40-570-3030	\$45.90 \$32.50		
			----- \$78.40		----- \$78.40		
8714	02/11/85	JOANN STOCKS	\$79.56	40-570-4520	\$79.56		
			----- \$79.56		----- \$79.56		
8715	02/11/85	BOBBY WEAVER, SHERIFF	\$80.00	10-476-4135 10-476-4135	\$40.00 \$40.00		
			----- \$80.00		----- \$80.00		
8716	02/11/85	SABINE VALLEY REGIONAL MHMR CE	\$80.00	40-570-4500	\$80.00		
			----- \$80.00		----- \$80.00		
8717	02/11/85	WEST PUBLISHING COMPANY	\$88.63	10-435-3095 10-435-3095	\$9.94 \$78.69		
			----- \$88.63		----- \$88.63		
8718	02/11/85	BILL McCAY	\$91.54	40-570-4520	\$91.54		
			----- \$91.54		----- \$91.54		
8719	02/11/85	MEDICAL AND PATHOLOGY LABORATO	\$93.00	10-455-4175	\$93.00		
			----- \$93.00		----- \$93.00		
8720	02/11/85	TELETOUCH CORPORATION	\$94.00	10-560-4470 10-455-4470	\$70.50 \$23.50		
			----- \$94.00		----- \$94.00		
8721	02/11/85	HOME SAFETY EQUIPMENT CO	\$95.22	10-560-3380	\$95.22		
			----- \$95.22		----- \$95.22		
8722	02/11/85	WM. B. LANGSTON, JR., M.D.	\$100.00	10-435-4185	\$100.00		
			----- \$100.00		----- \$100.00		
8723	02/11/85	KNIF - 95 FM	\$102.00	10-565-4465	\$102.00		
			----- \$102.00		----- \$102.00		

VUL. 25 ru. 2022

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Check Number	Check Date	Vendor.....	Check Amount.	Expense Acct	Expense Amts.	Discount..	Credit....
8724	02/11/85	L. B. WILLIAMS	\$106.30	10-409-7100	\$106.30		
			\$106.30		\$106.30		
8725	02/11/85	ORE CITY INSURANCE AGENCY	\$106.50	10-550-4230	\$106.50		
			\$106.50		\$106.50		
8726	02/11/85	ECONOMY AUTO SUPPLY, INC.	\$107.07	10-510-3440	\$9.97		
				18-614-3220	\$11.50		
				18-614-3440	\$34.74		
				18-614-3450	\$18.52		
				18-614-3220	\$2.18		
				17-613-3440	\$2.85		
				18-614-3450	\$11.22		
				18-614-3440	\$11.18		
				17-613-3440	\$2.24		
				18-614-3220	\$2.75		
			\$107.07		\$107.07		
8727	02/11/85	LANIER BUSINESS PRODUCTS	\$107.95	10-560-3010	\$107.95		
			\$107.95		\$107.95		
8728	02/11/85	UPSHUR COUNTY FORD TRACTOR	\$111.95	18-614-3450	\$2.00		
				17-613-3230	\$109.95		
			\$111.95		\$111.95		
8729	02/11/85	W.S. CHASTEEN	\$116.61	10-455-4520	\$116.61		
			\$116.61		\$116.61		
8730	02/11/85	KERR-McGEE REFINING CORPORATIO	\$121.35	10-560-3200	\$121.35		
			\$121.35		\$121.35		
8731	02/11/85	NOW CARE CENTER	\$130.00	10-565-4860	\$130.00		
			\$130.00		\$130.00		
8732	02/11/85	TEXAS DISTRIBUTORS OF POLICE S	\$130.00	10-550-4470	\$80.00		
				10-550-4470	\$50.00		
			\$130.00		\$130.00		
8733	02/11/85	PITNEY BOWES	\$132.00	10-403-4410	\$132.00		
			\$132.00		\$132.00		
8734	02/11/85	DARR EQUIPMENT COMPANY	\$142.18	18-614-3450	\$142.18		
			\$142.18		\$142.18		

UPSHUR COUNTY  
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM  
Disbursements Made on 02/11/85

11 FEB 1985  
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Check Number	Check Date	Vendor.....	Check Amount.	Expense Acct	Expense Amt.	Discount..	Credit...
8735	02/11/85	JOHNNY MILLER	\$144.43	10-630-4500	\$20.00		
				10-630-4520	\$124.43		
			-----		-----		
			\$144.43		\$144.43		
8736	02/11/85	TEXAS DISTRICT & COUNTY ATTORN	\$150.00	10-476-4600	\$25.00		
				10-476-4600	\$25.00		
				10-476-4600	\$25.00		
				10-476-4600	\$25.00		
				10-476-4600	\$25.00		
			-----		-----		
			\$150.00		\$150.00		
8737	02/11/85	ESCO ELEVATORS, INC.	\$158.27	10-510-4495	\$158.27		
			-----		-----		
			\$158.27		\$158.27		
8738	02/11/85	TEXAS DEPARTMENT OF CORRECTION	\$170.00	10-770-7500	\$170.00		
			-----		-----		
			\$170.00		\$170.00		
8739	02/11/85	FORD MEMORIAL HOSPITAL	\$180.64	10-565-4860	\$180.64		
			-----		-----		
			\$180.64		\$180.64		
8740	02/11/85	MID-CONTINENT LIFE INSURANCE C	\$183.00	87-780-2680	\$183.00		
			-----		-----		
			\$183.00		\$183.00		
8741	02/11/85	DONOVAN UNIFORM CO., INC.	\$187.15	10-560-3110	\$50.90		
				10-560-3110	\$136.25		
			-----		-----		
			\$187.15		\$187.15		
8742	02/11/85	FAMILY CANCER PLAN INS. CO.	\$197.14	87-780-2670	\$197.14		
			-----		-----		
			\$197.14		\$197.14		
8743	02/11/85	KEITH HAMBERLIN	\$198.00	10-565-4494	\$198.00		
			-----		-----		
			\$198.00		\$198.00		
8744	02/11/85	STATE FARM INSURANCE COMPANIES	\$214.00	10-550-4230	\$107.00		
				10-550-4230	\$107.00		
			-----		-----		
			\$214.00		\$214.00		
8745	02/11/85	HOLMES CONCRETE PIPE	\$222.30	16-612-3300	\$93.60		
				16-612-3300	\$70.20		
				16-612-3300	\$58.50		
			-----		-----		
			\$222.30		\$222.30		

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UPSHUR COUNTY  
THE SOFTWARE GROUP, INC.

A C C O U N T S   P A Y A B L E   S Y S T E M  
Disbursements Made on 02/11/85

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Check Number	Check Date	Vendor.....	Check Amount.	Expense Acct	Expense Amts.	Discount..	Credit....
8746	02/11/85	SARGENT-SOWELL, INC.	\$241.62	15-611-3380	\$33.11		
				16-612-3380	\$33.16		
				15-611-3380	\$83.17		
				16-612-3380	\$69.33		
				10-510-3380	\$22.85		
			\$241.62		\$241.62		
8747	02/11/85	MIKE STARKEY	\$249.62	40-570-4500	\$97.83		
				40-570-4505	\$50.13		
				40-570-4520	\$101.66		
			\$249.62		\$249.62		
8748	02/11/85	WHITE'S HOME & AUTO STORE	\$254.19	10-510-3380	\$240.00		
				10-510-3380	\$14.19		
			\$254.19		\$254.19		
8749	02/11/85	ARKLA GAS	\$290.43	10-510-4320	\$290.43		
			\$290.43		\$290.43		
8750	02/11/85	PRITCHETT WATER SUPPLY CORP.	\$300.00	15-611-4310	\$300.00		
			\$300.00		\$300.00		
8751	02/11/85	BOBBY'S DISCOUNT AUTO CENTER	\$312.52	10-560-3440	\$16.00		
				10-560-4430	\$23.50		
				10-560-3440	\$69.05		
				10-560-4430	\$28.00		
				10-560-3440	\$25.92		
				10-560-4430	\$61.00		
				10-560-3230	\$54.95		
				10-560-4430	\$6.50		
				10-560-3440	\$11.60		
				10-560-4430	\$16.00		
			\$312.52		\$312.52		
8752	02/11/85	TRANSPORT LIFE INSURANCE COMPA	\$328.90	87-780-2660	\$328.90		
			\$328.90		\$328.90		
8753	02/11/85	UPSHUR COUNTY FARM SUPPLY	\$339.96	16-612-3300	\$115.50		
				10-614-3300	\$224.46		
			\$339.96		\$339.96		
8754	02/11/85	PATRICIA HARRISON	\$350.00	10-426-4015	\$350.00		
			\$350.00		\$350.00		

UPSHUR COUNTY  
THE SOFTWARE GROUP, INC.

A C C O U N T S P A Y A B L E S Y S T E M  
Disbursements Made on 02/11/85

11 FEB 1985  
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Check Number	Check Date	Vendor.....	Check Amount.	Expense Acct	Expense Amts.	Discount..	Credit....
8755	02/11/85	THE R.E. HABLE COMPANY	\$370.00	78-775-4495	\$370.00		
			\$370.00		\$370.00		
8756	02/11/85	LONG MOTOR COMPANY, INC.	\$376.79	15-611-4430	\$0.01		
				10-510-3440	\$46.00		
				15-611-3440	\$84.10		
				18-614-3440	\$24.29		
				18-614-3440	\$32.48		
				18-614-3440	\$36.26		
				18-614-3440	\$73.90		
				18-614-3440	\$70.35		
				17-613-3440	\$9.40		
			\$376.79		\$376.79		
8757	02/11/85	QUILL CORPORATION	\$382.40	10-401-3020	\$3.58		
				10-435-3010	\$29.28		
				10-455-3010	\$8.59		
				10-476-3010	\$7.20		
				10-495-3010	\$2.54		
				10-560-3030	\$8.69		
				10-560-3020	\$35.66		
				10-630-3020	\$1.79		
				10-665-3020	\$10.68		
				10-700-3010	\$83.84		
				10-435-3010	\$57.02		
				10-450-3010	\$13.64		
				10-476-3010	\$74.63		
				10-497-3010	\$19.03		
				10-560-3010	\$26.23		
			\$382.40		\$382.40		
8758	02/11/85	LUTHER HOLMAN	\$400.00	17-613-3330	\$400.00		
			\$400.00		\$400.00		
8759	02/11/85	GOODYEAR AUTO SERVICE CENTER	\$410.88	15-611-3240	\$183.78		
				15-611-4430	\$1.50		
				15-611-4430	\$40.00		
				10-560-3240	\$165.60		
				10-560-4430	\$20.00		
			\$410.88		\$410.88		
8760	02/11/85	SHELL OIL COMPANY	\$598.89	10-560-3200	\$598.89		
			\$598.89		\$598.89		
8761	02/11/85	JACK HOFFMAN INS. AGENCY, INC.	\$740.00	10-409-4200	\$515.00		
				10-409-4200	\$225.00		
			\$740.00		\$740.00		

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Check Number	Check Date	Vendor.....	Check Amount.	Expense Acct	Expense Amts.	Discount..	Credit....
8762	02/11/85	WILBURN INSURANCE AGENCY, INC.	\$899.00	10-550-4230 10-499-4230	\$108.00 \$791.00		
			\$899.00		\$899.00		
8763	02/11/85	POSTMASTER	\$1,000.00	10-403-3080	\$1,000.00		
			\$1,000.00		\$1,000.00		
8764	02/11/85	GENERAL TELEPHONE COMPANY	\$1,022.49	10-410-4345 10-499-4340 10-476-4335 10-476-4330 10-406-4330	\$558.92 \$28.60 \$229.22 \$177.09 \$28.66		
			\$1,022.49		\$1,022.49		
8765	02/11/85	COMPLETE BUSINESS SYSTEMS	\$1,150.00	10-665-4410 10-450-4410	\$575.00 \$575.00		
			\$1,150.00		\$1,150.00		
8766	02/11/85	TEXAS EMULSIONS	\$1,164.07	10-614-3340	\$1,164.07		
			\$1,164.07		\$1,164.07		
8767	02/11/85	EAST TEXAS INSURANCE AGENCY	\$1,304.63	10-499-4230	\$1,304.63		
			\$1,304.63		\$1,304.63		
8768	02/11/85	STEWART INSURANCE AGENCY	\$1,643.13	10-455-4230 10-495-4230 10-476-4230 10-450-4230 15-611-4230 10-455-4230 17-613-4230 17-613-4230 15-611-4230 10-560-4230 10-403-4230 10-497-4230	\$30.00 \$170.50 \$170.50 \$170.50 \$106.50 \$170.50 \$106.50 \$106.50 \$106.50 \$326.00 \$87.72 \$91.41		
			\$1,643.13		\$1,643.13		
8769	02/11/85	SOUTHWESTERN ELECTRIC POWER CO	\$1,860.89	10-510-4300 10-510-4300	\$111.33 \$1,749.56		
			\$1,860.89		\$1,860.89		
8770	02/11/85	EAST TEXAS COUNCIL ON ALCOHOLI	\$2,000.00	10-645-4630	\$2,000.00		
			\$2,000.00		\$2,000.00		

UPSHUR COUNTY  
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM  
Disbursements Made on 02/11/85

11 FEB 1985  
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Check Number	Check Date	Vendor.....	Check Amount.	Expense Acct	Expense Amts.	Discount..	Credit....
8771	02/11/85	BUSINESS RECORDS CORPORATION	\$2,824.78	10-403-4440 10-403-4445	\$1,057.47 \$1,767.31		
			\$2,824.78		\$2,824.78		
8772	02/11/85	JAIL PLANNERS, INC.	\$3,717.99	78-775-4165	\$3,717.99		
			\$3,717.99		\$3,717.99		
8773	02/11/85	HERBERT L. YOUNG	\$3,999.28	15-611-3200 15-611-3210 18-614-3220 16-612-3200 16-612-3210 17-613-3220 18-614-3220 18-614-3200 18-614-3210 15-611-3220 17-613-3220	\$535.05 \$206.40 \$23.52 \$803.70 \$201.60 \$111.78 \$81.24 \$1,561.45 \$382.50 \$45.00 \$47.04		
			\$3,999.28		\$3,999.28		
8774	02/11/85	OAKERSON, ARNOLD & COMPANY	\$5,975.00	10-409-4160	\$5,975.00		
			\$5,975.00		\$5,975.00		
8775	02/11/85	STATE DEPARTMENT OF HIGHWAYS &	\$25,000.00	70-625-5050	\$25,000.00		
			\$25,000.00		\$25,000.00		
Totals:			\$64,963.36		\$64,963.36		

*[Signature]*

Pct. 3 Daniel Royle

Gaddis Lindsay  
Pct 1

*[Signature]*  
Pct 2

*[Signature]*  
Pct. 4

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SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, Sabine Timber Co.,  
hereinafter referred to as First Party, enters into and makes  
an agreement with Upshur County Commissioner of Precinct No. 4,  
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. 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) Groundhog 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. 4, 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.

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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 11 day of Feb.,  
A.D. 19 85.

1204 Turner Dr.  
757-6610

M. Felker  
FIRST PARTY Sabine Timber Co.

By D. Kyle Bradley  
Longview, Texas

Account  
COUNTY JUDGE

Gaddis Lindsey  
COMMISSIONER #1

J. W. Moulton  
COMMISSIONER #2

David Boyd  
COMMISSIONER #3

Commissioner  
COMMISSIONER #4

PERMIT APPLICATION FOR  
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 1  
DATE February 8, 1985

Formal notice is hereby given that Floyd Manes  
whose principal address is Rt. 1 Box 99-1, Diana, Texas 75640  
does propose to place a culvert installation  
within the ROW of County Road Mallard 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 \_\_\_\_\_

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

*[Handwritten Signature]*  
2-11-85

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PERMIT APPLICATION FOR  
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 3  
DATE 2-8-85

Formal notice is hereby given that James R. McCullough  
whose principal address is Rt. 3 Box 158, Gilmer, Texas 75644  
does propose to place a culvert installation  
within the ROW of County Road Aspen Trail  
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 James R. McCullough

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

*[Handwritten signature]*  
2-11-85

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, Richard Mears,  
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) Saunders Road and Aspen 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.

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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 11 day of Feb.,  
A.D. 19 85.

214-725-6987

Richard Mears  
FIRST PARTY Richard Mears  
Rt. 1 Box 273  
Big Sandy, Texas 75755

Ernest DeLoach  
COUNTY JUDGE

Harris Lindsey  
COMMISSIONER #1

Joe Medina  
COMMISSIONER #2

David Loyd  
COMMISSIONER #3

Paul ...  
COMMISSIONER #4

PERMIT APPLICATION FOR  
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 2  
DATE Feb. 7, 1985

Formal notice is hereby given that James Orms  
whose principal address is P.O. Box 248, Ore City, Texas 75683  
does propose to place a Culvert installation  
within the ROW of County Road Zinnia 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 James A Orms

TITLE 968-6126

*[Handwritten Signature]*  
2-11-85

ADDRESS \_\_\_\_\_

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, Environmental Timber Co., hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 3, Upshur County, Texas, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 3, over which Commissioner has jurisdiction and obligation to maintain in good repair and both parties being aware of possible damage to said roads as a result of hauling on and over same enter into the following agreement.

1.

First Party agrees to use only that section of (describe road) Red Maple Road

---

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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 11 day of Feb., A.D. 19 85.

Collette Finney  
FIRST PARTY Environmental Timber Co.  
P.O. Box 26  
Gilmer, Texas 75644

[Signature]  
COUNTY JUDGE

[Signature]  
COMMISSIONER #1

[Signature]  
COMMISSIONER #2

[Signature]  
COMMISSIONER #3

[Signature]  
COMMISSIONER #4

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SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, KCS Lumber 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) Water Tower West Road and Dial 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 timber 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 zero 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 11 day of Feb. A.D. 19 85.

405-286-3396  
David Lopsha

Alton Murrell  
843-3459

David Lopsha KLS Insurance Co  
FIRST PARTY  
Shelby C. Cobb  
COUNTY JUDGE  
Charles Lindsey  
COMMISSIONER #1  
J.W. Meadows  
COMMISSIONER #2  
David Loyd  
COMMISSIONER #3  
James [unclear]  
COMMISSIONER #4

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R/W File 56809

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 the constructing the location and drilling and completing the J. R. P. SHELTON No. 31 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 one county road 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 road as a result of such use of said road, 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 road shown in RED on Exhibit "A," which section is hereinafter referred to as "the road." The term "the road" shall (for the purposes of this agreement) include any bridge or culvert located on or under said road. For convenience, the use of the road 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 road, so that the road 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 road during the time that Exxon is using said road, to the extent that such maintaining and repairing are necessary as the result of Exxon's use of the road. Exxon also agrees to reimburse Upshur County for such costs incurred in repairing the road following completion of use of the road by Exxon as herein provided, to the extent that such repairing is necessary as the result of Exxon's use of the road as provided herein. The approximate cost of materials to completely resurface a county road is \$6,000.00 per mile. The length of road to be used by Exxon is about 1.2 miles. Therefore, Exxon agrees to reimburse the County for a maximum of its fair share of \$7,200.

4. During the time that Exxon is so using the road, if the County Commissioner of Precinct No. 1 proposes to perform any maintenance work or repairs on the road which said Commissioner deems necessary as the result of Exxon's use of the road, 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 road 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 road. 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 75711-9003, 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 11 day of Feb., A. D., 1985.

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

FORM APPROVED *D*

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

COMMISSIONERS' COURT OF UPSHUR  
COUNTY, TEXAS  
Edward Dean  
COUNTY JUDGE  
UPSHUR COUNTY, TEXAS

Gadde Lindsey  
COMMISSIONER OF PRECINCT NO. 1

Jim Meadows  
COMMISSIONER OF PRECINCT NO. 2

Don D. Loyd  
COMMISSIONER OF PRECINCT NO. 3

[Signature]  
COMMISSIONER OF PRECINCT NO. 4

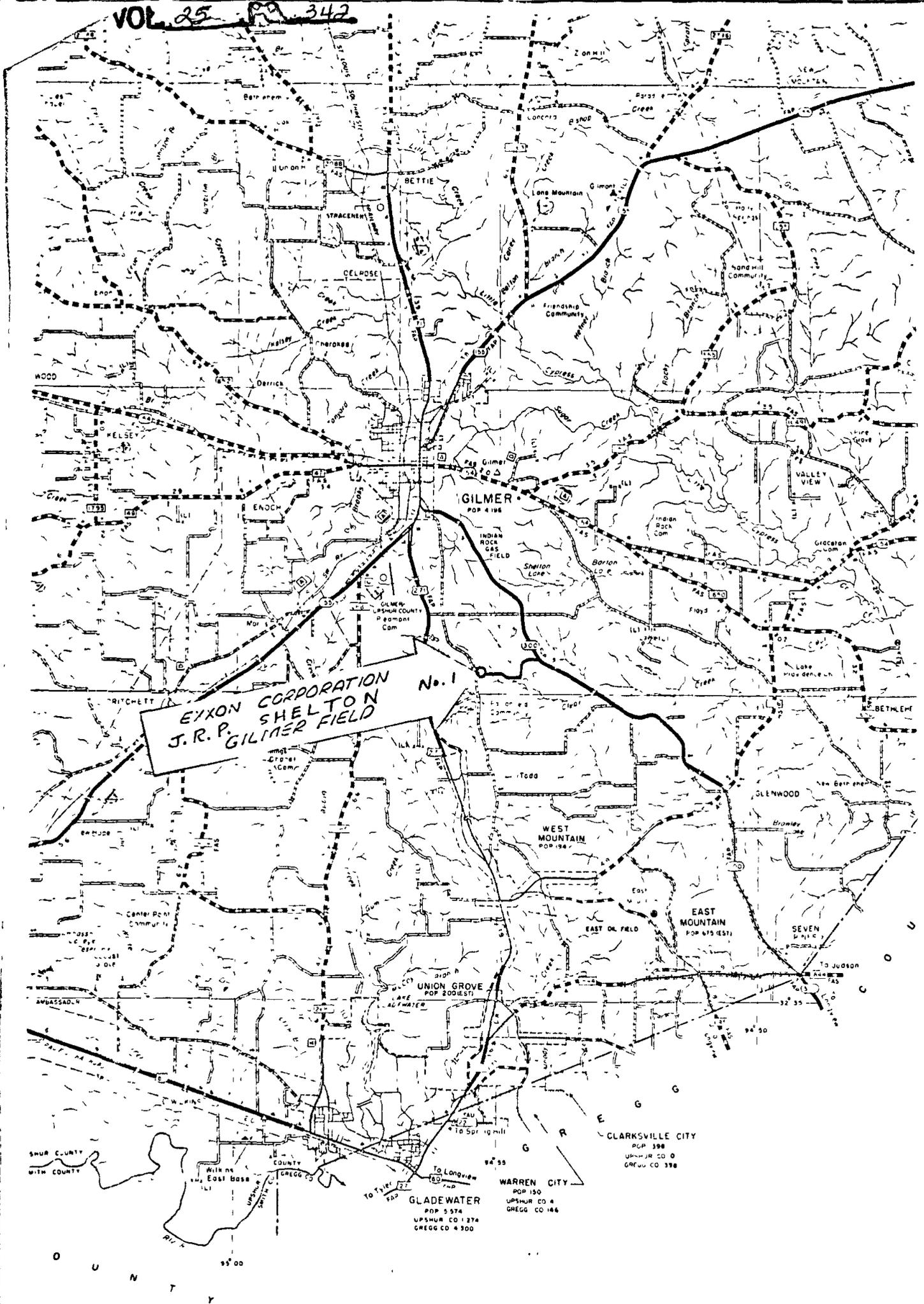


EXHIBIT "A"

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 First National Bank

Signed by *Melvin Cross* (Sign name in writing) *Owner* (Title)

Address: P.O. Box 520, Gilmer, Tx. 75644 (Zip Code)

Telephone No. 215-843-3002 Date Feb. 1, 1985

AFFIDAVIT

STATE OF TEXAS  
COUNTY OF

Before me the undersigned authority on this the 1<sup>st</sup> day of FEB, 19 85, personally appeared Melvin Cross who being duly sworn deposes and says that he signed the above instrument for the purposes and considerations herein expressed.

(SEAL) *Blenda Sustaire*  
Notary Public in and for UPSHUR County, Texas  
My commission expires 7-10-85

Note: Bids not notarized will not be considered.

BANK MONEY ORDER

111555

88-560  
1119

Remitter First National Bank, Gilmer, Tx.

2/11/85

Pay to the order of County Judge Upshur County, Texas

\$ 20,000.00

FIRST NATIONAL BANK 20000 DOLLARS 00 CTS *Dollars*



FIRST NATIONAL BANK  
Gilmer, Texas 75644

Notice - The purchase of an INDEMNITY BOND will be required before any official check of this bank will be replaced or returned in the event it is lost, misplaced or stolen

*Meriel Lehart*  
Adm. Asst. to the Pres.

⑆111555⑆ ⑆111905609⑆ ⑆0150060⑆01



# First National Bank

## STATEMENT OF CONDITION

AT THE CLOSE OF BUSINESS DECEMBER 31, 1984

### RESOURCES

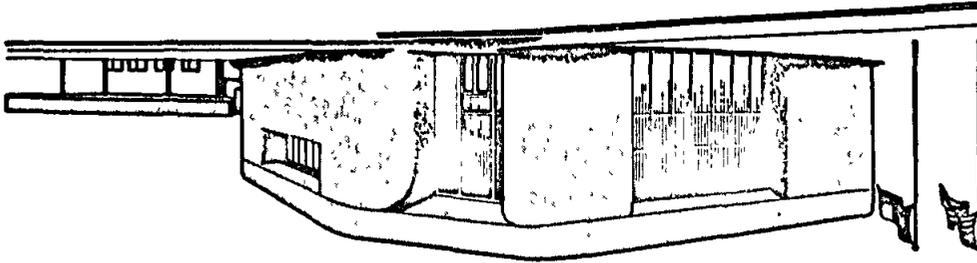
Loans and Discounts .....	\$28,009,398.73
Banking House .....	867,203.55
Fixtures .....	64,301.08
United States Securities .....	8,571,154.70
Other Bonds .....	14,209,944.44
Federal Funds Sold .....	13,500,000.00
Federal Reserve Bank Stock .....	16,500.00
Cash and Exchange .....	6,438,520.38
Accrued Interest on Commercial Loans .....	605,211.66
Other Assets .....	646,894.10
	<u>TOTAL \$72,929,128.64</u>

### LIABILITIES

Capital Stock .....	\$ 150,000.00
Surplus .....	400,000.00
Undivided Profits .....	6,985,134.34
Other Liabilities .....	41,774.10
Unearned Interest .....	758,900.77
Reserves .....	1,074,042.72
DEPOSITS .....	<u>63,519,276.71</u>
	<u>TOTAL \$72,929,128.64</u>

The Above Statement Is Correct  
 MELVIN CROSS, President

STATEMENT OF CONDITION



First National Bank

Gilmer, Texas

Officers and Directors

**DR. M.S. RAGLAND**  
Chairman of Board

**MELVIN CROSS**  
President

**FRANK BREAZEALE**  
Exec. Vice President

**JERRY RICHARDSON**  
Vice President

**ROSE MARY BEISCH**  
Asst. Vice President

**JUDY JEWKES**  
Cashier

**MARGUERITE ADAMS**  
Assistant Cashier

**LENA CHILDRESS**  
Assistant Cashier

**MARTHA FENNELL**  
Assistant Cashier

**NELL GIPSON**  
Assistant Cashier

**RICKIE GIPSON**  
Assistant Cashier

**MURIEL LENHART**  
Adm. Assistant to President

**GLENDA SUSTAIRE**  
Administration Officer

**R.L. DICKERSON**  
Auditor

**FRANK BREAZEALE**

**R. B. COOK**

**MELVIN CROSS**

**STEVE DEAN**

**M.S. RAGLAND**

**DON W. WILLIAMS**

**MIKE SMITH**

MODERN, EFFICIENT & COMPLETE BANKING SERVICE

## PLEASE NOTE CAREFULLY

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID  
ANY EXCEPTIONS THERE TO MUST BE IN WRITING

1. Bids must be to the County Judge for county and school funds and to County Clerk for trust funds BEFORE the hour and date specified.
2. LATE bids properly identified will be returned to bidder UNOPENED. Late bids cannot be considered under any circumstances.
3. A statement of paid-up capital stock and permanent surplus and a statement of the financial condition of the bank shall be rendered.
4. Application for county and school funds shall be filed with the County Judge and accompanied by a certified check in the amount of \$20,000 (an amount not less than one-half of one percent of the county's revenue for the preceding year.)
5. Application for trust funds in the possession of the County and District Clerks shall be filed with the County Clerk accompanied by a certified check for \$900 (an amount for not less than one-half of one percent of the average daily balance of the amount of trust funds in the possession of the Clerks during the preceding year.)
6. Application shall be accompanied by the enclosed affidavit.
7. The application shall state the services it shall offer and the costs, if any, of these services. Such services may include the following:
 

(a) Bank Statements - no charge	(h) Night Depository - no charge
(b) Service Charges - no charge	(i) Cashiers Checks \$10.00-\$50.00 - 50c
(c) Overdraft Charges - \$7.50 per check	(j) Travelers Checks \$50.00 over - 75c
(d) Safekeeping Facilities - no charge	(k) Coin and Currency Wrappers - no charge
(e) Bond Agent - no charge	(l) Bank Bags and Lock Bags - no charge
(f) Stop Payment Orders - \$7.50 per check	(m) Deposit Slips - no charge
(g) Wire Services - \$7.50 per wire	(n) Checks - our cost less shipping charges
8. A policy statement on acceptable terms and conditions for loans made to the County; (a) Short-term, 90 days or less, for operations. (b) Long-term, maximum 48 months, for the purchase of capital assets. -Short Term-8% ; Long Term -8.5%
9. Application shall state the terms and interest rates payable on various investments offered by the bank, stated in guaranteed terms, or terms stated in relation to an acceptable base rate; example - weekly quoted Treasury Bill rate of a like maturity
  - (a) Certificates of Deposit \$100,000 or less.
 

7 - 30 days	}	going rate according to InterFirst Bank of Dallas or weekly
30 - 90 days		
90 - 182 days		
  - (b) Certificates of Deposit \$100,000 or more.
 

7 - 30 days	}	- going rate according to InterFirst Bank, Dallas, Tx.
30 - 90 days		
90 - 182 days		
1 year		
2 years		- going rate according to InterFirst Bank, Dallas, Tx. + 1/4%
  - (c) Pass-book savings accounts; \$100,000 balance, more and less. The going rate as permitted by law.

ADDENDUM TO  
UPSHUR COUNTY DEPOSITORY BID

Approximately \$750,000 out of the total County Funds being bid on are in the Permanent School Fund. This amount plus other revenues from specific sources, between \$75,000 and \$100,000 annually, can never be expended. This is a guaranteed balance that would always be available for investment and not subject to any withdrawals. This Permanent School Fund could be invested in longer term investments, up to two years, than could other County Funds which vary according to day-to-day cash flow needs.

Therefore a bidder may consider a separate rate offer of these Permanent School Funds because of the amount and the longer maturity possibilities.

The going rate according to InterFirst Bank, Dallas plus 1/4%.

- (d) Negotiable Order of Withdrawal Accounts with \$5,000 minimum balance. no.
- (e) NOW Accounts with \$100,000 minimum balance. Weekly quoted treasury rate plus 1/4
- (f) "JUMBO" Certificates of Deposit, \$100,000 or more. The going rate according to InterFirst Bank, Dallas, Tx.

Upon selection of a depository by the Commissioners Court, the bank shall qualify for the depository by posting bond and pledging acceptable securities as required. The accompanying certified checks shall be returned upon acceptance of bond or the rejection of the bid.

The County reserves the right to invest any of it's surplus funds in direct debt securities of the United States.

In the unlikely event that the U.S. Treasury Bills pay a higher rate than like Certificates of Deposit, this bank will assist the county in purchasing there securities for a \$25.00 service fee (our cost).

The County is eligible for money market accounts, the rate changes weekly, according to the 91 days Treasury Bill rate and six checks per month can be written on this account and a \$2500.00 balance must be maintained. Also the County is eligible for a Super Now account which is an unlimited checking account and is based on 1% below the 91 day Treasury Bill Rate and you must also maintain a \$2500.00 balance.

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 First National Bank

Signed by Melvin Cross (Sign name in writing) Owner (Title)

Address: P.O. Box 520, Gilmer, Tx. 75644 (Zip Code)

Telephone No. 215-843-3002 Date Feb. 1, 1985

AFFIDAVIT

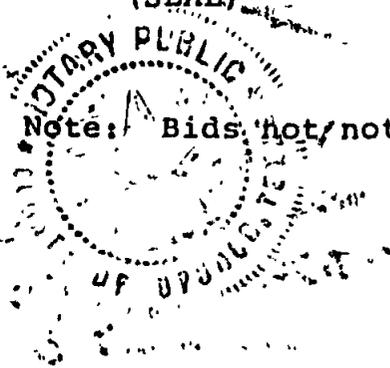
STATE OF TEXAS  
COUNTY OF

Before me the undersigned authority on this the 1<sup>st</sup> day of FEB, 1985, personally appeared Melvin Cross who being duly sworn deposes and says that he signed the above instrument for the purposes and considerations herein expressed.

(SEAL)

Blenda Austaire  
Notary Public in and for UPSHUR County, Texas  
My commission expires 7-10-85

Note: Bids not notarized will not be considered.





# First National Bank

## STATEMENT OF CONDITION

AT THE CLOSE OF BUSINESS DECEMBER 31, 1984

### RESOURCES

Loans and Discounts .....	\$28,009,398.73
Banking House .....	867,203.55
Fixtures .....	64,301.08
United States Securities .....	8,571,154.70
Other Bonds .....	14,209,944.44
Federal Funds Sold .....	13,500,000.00
Federal Reserve Bank Stock .....	16,500.00
Cash and Exchange .....	6,438,520.38
Accrued Interest on Commercial Loans .....	605,211.66
Other Assets .....	646,894.10
	<hr/>
TOTAL	\$72,929,128.64

### LIABILITIES

Capital Stock .....	\$ 150,000.00
Surplus .....	400,000.00
Undivided Profits .....	6,985,134.34
Other Liabilities .....	41,774.10
Unearned Interest .....	758,900.77
Reserves .....	1,074,042.72
DEPOSITS .....	63,519,276.71
	<hr/>
TOTAL	\$72,929,128.64

The Above Statement Is Correct  
 MELVIN CROSS, President

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 Gilmer National Bank

Signed by *Max McPeek* Max McPeek  
(Sign name in writing) (Title)  
President & C.E.O.

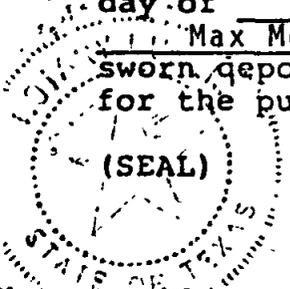
Address: P. O. Box 460, Gilmer, Texas 75644  
(Zip Code)

Telephone No. 214/843-5653 Date February 7, 1985

AFFIDAVIT

STATE OF TEXAS  
COUNTY OF UPSHUR

Before me the undersigned authority on this the 7th  
day of February, 19 85, personally appeared  
Max McPeek who being duly  
sworn, deposes and says that he signed the above instrument  
for the purposes and considerations herein expressed.



*James Clark*  
Notary Public in and for Upshur County, Texas  
My commission expires 5-13-85

Note: Bids not notarized will not be considered.



VOL. 25 PG. 33

MAX McPEEK  
PRESIDENT

February 7, 1985

Commissioners Court  
Upshur County  
Gilmer, Texas 75644

Gentlemen:

The Gilmer National Bank submits the following bid to become depository for Upshur County - Trust Funds for the years 1985-86.

I. DEPOSITORY

Gilmer National Bank does hereby agree to maintain all accounts of the County according to the wishes and desires of the County, or its proper and legally designated representative or representatives, in compliance with all the provisions of the laws of the State of Texas relating to the County fund depositories.

In this connection, it is expressly understood that the County shall have the power to determine and designate the character and amount of County funds which shall be "demand deposits" and what character and amount of funds shall be "time deposits". The County shall have the right to withdraw any amount of funds of the County that are deposited in the depository and that are not required immediately to pay obligations of the County or required to be kept on deposit and invest those funds in direct debt securities of the United States.

The County may maintain Super NOW Accounts and/or Money Market Deposit Accounts. Super NOW Accounts and Money Market Deposit Accounts both are indexed to the 91-Day Treasury Bill rate with Super NOW Accounts being one percent below the weekly auction rate and Money Market Deposit Accounts being the same as the actual auction rate.

Box 460, Gilmer, Texas 75644 (214) 843-5653

Commissioners Court  
February 7, 1985  
Page 2

II. SECURITIES PLEDGE

The Bank shall pledge acceptable securities in compliance with the Statutes of the State of Texas in an amount determined by the County as necessary in securing any and all deposits of the County's funds. It is agreed that the County shall reserve the right to alter from time to time the required amount of securities to be sufficiently adequate to protect said funds and to approve or reject the securities so pledged. It is further understood that the Bank shall have the right and privilege of substituting securities upon obtaining approval of the County, provided the total amount of securities deposited is adequate under the law.

III. RATE GUARANTEE

Certificates of Deposit less than \$100,000.00 from 7 days to 182 days will pay one percent above the six month Treasury Bill rate as of the last current offering of six month Treasury Bills prior to the purchase of the certificate.

Jumbo Certificates of Deposit or certificates of deposit for \$100,000.00 or more from seven days to two years will be two and one-quarter percent above the current six month Treasury Bill rate.

Passbook savings accounts will pay a rate of five and one-half percent.

IV. OTHER SERVICES

Services offered to the County without charge will be:

- (1) Bank Statements
- (2) No Service Charges
- (3) No Overdraft Charges
- (4) Bonding Agent
- (5) Stop Payment Orders
- (6) Wire Transfer Services
- (7) Night Depository
- (8) Cashier's Checks
- (9) Travelers Checks
- (10) Coin and Currency Wrappers
- (11) Bank Bags and Lock Bags
- (12) Deposit Slips

Commissioners Court  
February 7, 1985  
Page 3

V. LOANS

Loans to the County, short-term or up to a maximum of forty-eight months, will be made at one-half percent below the established rate of municipal bonds at the time the loan is made.

I am enclosing a statement showing the financial condition of the Bank as of December 31, 1984.

Yours very truly,



Max McPeck  
President & C.E.O.

MMc:fj

Enclosures: (3)

CONDENSED STATEMENT  
of  
**Gilmer National Bank**  
GILMER, TEXAS

AT THE CLOSE OF BUSINESS DECEMBER 31, 1984

**RESOURCES**

	1983	1984
Loans and Discounts .....	\$19,565,659.12	\$23,550,932.26
Overdrafts .....	8,286.80	18,408.64
Building, Furniture and Fixtures .....	264,637.34	526,254.59
Federal Reserve Bank Stock .....	48,000.00	48,000.00
Accrued Interest on Loans .....	345,665.85	543,140.78
Other Assets .....	669,870.14	703,959.96

**CASH AND QUICK ASSETS:**

Cash and Balances due from Depository Institutions		
Cash and Noninterest-bearing balances .....	\$ 3,790,818.83	\$ 4,762,436.01
Interest-bearing balances .....	-0-	7,000,000.00
U.S. Government Bonds .....	13,888,066.41	13,985,659.68
Municipal Bonds and Warrants .....	10,860,669.48	10,687,383.28
Federal Funds Sold .....	10,300,000.00	3,500,000.00
<b>TOTAL - -</b>	<b>\$59,741,673.97</b>	<b>\$65,326,175.20</b>

**LIABILITIES**

Capital Stock .....	\$ 100,000.00	\$ 100,000.00
Surplus .....	1,500,000.00	1,500,000.00
Undivided Profits .....	3,721,084.76	4,513,797.15
Reserves .....	871,647.17	984,402.72
Unearned Interest .....	498,614.46	588,153.74
Repurchase Agreements .....	3,300,000.00	2,860,000.00
<b>DEPOSITS</b> .....	<b>49,750,327.58</b>	<b>54,779,821.59</b>
<b>TOTAL - -</b>	<b>\$59,741,673.97</b>	<b>\$65,326,175.20</b>

THE ABOVE STATEMENT IS CORRECT.

MAX MCPEEK, PRESIDENT

MEMBER FEDERAL DEPOSIT INSURANCE CORPORATION

**OFFICERS**

MALCOLM SMITH, CHAIRMAN OF THE BOARD  
 MAX MCPEEK, PRESIDENT  
 KENNETH STEWART, EXECUTIVE VICE-PRESIDENT  
 CHARLES HOLMES, VICE-PRESIDENT  
 GARY W. PATTERSON, VICE-PRESIDENT  
 ROY HARRIS, CASHIER & VICE-PRESIDENT  
 VIRGINIA CARROLL, ASST. CASHIER  
 JOYCE CLARK, ASST. CASHIER  
 MARY H. VAUGHN, ASST. CASHIER  
 HUGH THOMPSON, ASST. VICE-PRESIDENT

**DIRECTORS**

SARAH GREENE  
 EDWIN P. HERRMANN  
 B. J. HOGG  
 J. H. HOGG \*  
 MAX MCPEEK  
 WILLIAM F. PATTERSON  
 MALCOLM SMITH  
 KENNETH STEWART  
 \* ADVISORY