



## UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

November 24, 1986

Commissioners Court met in special session with all members present.

Motion by David Loyd seconded by Paul Davis to approve minutes of previous meeting with no changes. Motion carried.

Butch Ragland met with the court to discuss the county helping with the extension and improvement to the Upshur County Airport. Motion by David Loyd seconded by J. W. Meadows to pay \$15,000.00 instead of doing the dirt work as had been discussed previously. Motion carried, copies attached.

Motion by J. W. Meadows seconded by Gaddis Lindsey to approve the bills and payroll. Motion carried, copy attached.

There was a discussion concerning Stanley Jenkins, Upshur County Constable, being hired to work in the Sheriff's Office as a dispatcher in addition to his duties as constable. Judge Dean stated that he contacted the Attorney General's Office to get an opinion and they said it was not legal. Sheriff Dale Jewkes presented a letter from the Attorney General's Office stating that it is legal. After a discussion about the conflicting reports Gaddis Lindsey made the motion to hire him anyway. Seconded by David Loyd. Motion carried, copy attached.

Mona Beatty, manager of the Upshur County Chamber of Commerce, met with the court to request the county pay part of the cost of the East Texas Vacation Guide. Motion by Paul Davis seconded by J. W. Meadows to do so. Motion carried, copy attached.

Mrs. Morrison, county librarian, met with the court to request approval for two library employees attending meetings in Jacksonville and Kilgore, Dec. 5 and 9, 1986 and Jan. 7, 1986. Motion by Gaddis Lindsey seconded by J. W. Meadows to approve. Motion carried.

Motion by Gaddis Lindsey seconded by J. W. Meadows to approve hiring Stevie Carden to work as contract labor to clean the library. Motion carried, copy attached.

Glenda Campbell, with Dixie National Life, met to request the county consider her company's cancer policy. She said it offered 100% coverage in or out of the hospital and 100% return of premiums, and would be paid through payroll deductions. Vernon Vick stated that there was no money for the software necessary to make the changes in payroll. It was suggested she present a written schedule to the county auditor for further study.

Meeting with the court concerning the lease of Upshur County School Lands in Throckmorton and Baylor Counties were Nig London, Stan Lyles, Danny Phillips and Neal McCurry. Mr. London and Mr. Lyles gave a report on improvements they had made over the period they had been leasing the land. There was a motion by Paul Davis to accept the bid of Mr. London and Mr. Lyles. No second. Motion by Paul Davis seconded by J. W. Meadows to reject all bids and re-advertise for bids. David Loyd and Gaddis Lindsey voted no and Judge Dean broke the tie. Motion carried.

Motion by Gaddis Lindsey seconded by J. W. Meadows to ask for an opinion from the Attorney General's Office as to the wording of the advertisement for bids on the school land. Motion carried.

Tommy Turner requested that a road in Diana Estates South in Pct. 1 be accepted into the lateral road system. Motion by Gaddis Lindsey seconded by David Loyd to accept the road. Motion carried.

Jim Mullins, City Manager and Mayor Jake Dupree met with the court to request that non-profit organizations be allowed to use the old library building without paying the \$25.00 rental fee if they clean up afterwards. No action taken at this time.

Bids were opened for the shelving system for the Sheriff and District Clerk's Office in the Justice Center. The bids were from Spacesaver, Access Systems and Tab Systems. Motion by J. W. Meadows seconded by David Loyd to study the bids and make a decision at the Nov. 26, 1986 meeting. Motion carried, copies attached.

Court went into executive session.

Court reconvened with all members present.

Motion by Gaddis Lindsey seconded by J. W. Meadows to approve a permit application by William Holeman to install a culvert within ROW of Pheasant Trail. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by Paul Davis to approve a permit application by Malinda Perkins to install a culvert within ROW of Union Mountain Rd. Motion carried, copy attached.

Motion by David Loyd seconded by Paul Davis to approve a permit application by William H. Coyle, Jr. to install a culvert within ROW of Nutmeg Lane. Motion carried, copy attached.

Motion by David Loyd seconded by Paul Davis to approve a special road use agreement by Van Dusen Timber to use Holly Lane to haul logs. Motion carried, copy attached.

Motion by David Loyd seconded by Gaddis Lindsey to approve a special road use agreement by Texas Timberline Co. to haul logs over Mulberry, Orange and Lemon Roads. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by Paul Davis to approve a special road use agreement by Lasco to haul logs over Silk Tree Road. Motion carried, copy attached.

Motion by David Loyd seconded by Gaddis Lindsey to approve a special road use agreement by Snider Industries to haul logs over Aspen Trail. Motion carried, copy attached.

Motion by David Loyd seconded by Paul Davis to approve permit application by John McCoy to install a culvert within ROW of Almond Road. Motion carried, copy attached.

Motion by David Loyd seconded by Paul Davis to approve a permit application by Bob Wann to install a culvert within ROW of White Oak Road. Motion carried, copy attached.

Motion by David seconded by Paul Davis to approve a permit application by A. C. Turner to install a culvert within ROW of Aspen Trail. Motion carried, copy attached.

Motion by David Loyd seconded by J. W. Meadows to approve a permit application by Earl Pichette to install a culvert within ROW of Plum Road. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by J. W. Meadows to approve a permit application by Glenwood Water Supply to install a water line within ROW of Penquin Road. Motion carried, copy attached.

Motion by Paul Davis seconded by David Loyd to fill an abandoned well located on the property of Roberta Blasingame. Motion carried, copy attached.

Motion by David Loyd seconded by Paul Davis to approve accepting and placing in the minutes releases from the following: Troy Rapp Concrete, Phillips Painting, Rush Construction, W. E. Sword Co., Ed Warner Const., Kirby Restaurant Supply, Commercial Equipment Co., Air Masters, Longview Building Systems, Phillips Painting Contractors, Ed Warner Construction. These are for the Justice Center. Motion carried, copy attached.

Motion by David Loyd seconded by J. W. Meadows to approve a change order for the Justice from Longview Building Systems. Motion carried, copy attached.

Motion by Paul Davis seconded by David Loyd to approve paying the bills for the Justice Center. Motion carried, copy attached.

Motion by David Loyd seconded by J. W. Meadows to approve more bills for the Justice Center. Motion carried, copy attached.

Motion by J. W. Meadows seconded by David Loyd to approve exchange of claims for Certificates of Obligation, Series 1985B. Motion carried, copies attached.

Nanette Wein, county auditor, met with the court concerning the 90 day waiting period before elected officials are covered when they take office. She stated that this could be waived but if done, then pre-existing conditions would have to be covered. It was decided that she should contact Tom Slack to expand on this situation.

Motion by Gaddis Lindsey seconded by J. W. Meadows to help the Gilmer School District repair their baseball field. Motion carried, copy attached.

Motion by J. W. Meadows seconded by Gaddis Lindsey to repair a school bus turn around in the Ore City School District at the residence of Steve Hart and Glen Honea. Motion carried, copy attached.

Motion by J. W. Meadows to advertise for a new truck for Pct. #2. Bids to be opened Dec. 8, 1986. Motion seconded by Gaddis Lindsey. Motion carried.

Motion by Gaddis Lindsey seconded by David Loyd to accept insurance on county cars and general liability with Texas Association of Counties. Motion carried.

Motion by Paul Davis seconded by J. W. Meadows to cancel all maintenance agreements with the exception of the copier in the County Clerk's Office. Motion carried.

A partial financial report was presented by Nanette Wein. No other action at this time.

Motion by J.W. Meadows seconded by Gaddis Lindsey to recess until Wed. Nov. 26, 1986 at 9:00 AM. Motion carried.

11-26-86

Court re-convened with all members present.

Bids for the computer system for the Justice Center were opened. Bids were received from the following: Davis Kinnard Co., Northeast Texas Data Corp. Compu/Type, Country Computers, Software, IBM and CPS. Motion by Gaddis Lindsey seconded by David Loyd to study the bids until Wed., Dec. 8, 1986 and make a decision then. Motion carried, copies attached.

The shelving for the Justice Center was discussed and bids reviewed. Motion by J.W. Meadows to reject all bids at this time and re-write the specifications and re-advertise for bids. Bids to be opened Dec. 8, 1986. Motion carried.

Motion by J. W. Meadows seconded by Paul Davis to accept a plat of the Patterson Subdivision and to accept the roads in the subdivision into the county lateral road system. Motion carried.

Motion by J. W. Meadows seconded by Gaddis Lindsey to accept the plat of Mt. View Estates for recording and the roads in it into the county lateral road system. Motion carried.

Motion by Gaddis Lindsey seconded by Paul Davis to accept the plat for recording of Ashland Heights Subdivision and to accept the roads into the lateral road system. Motion carried.

Motion by Paul Davis seconded by David Loyd to accept the plat of Spring Valley subdivision for recording and the roads into the lateral road system. Motion carried.

Lowell Holt, District Attorney introduced Stephen Tokoly to the court. Mr. Tokoly will be representing the state in the trial of Jerry McFadden. Court went into executive session with Mr. Holt and Mr. Tokloy.

Court re-convened with all members present.

Motion by David Loyd seconded by Paul Davis to accept the contract for Mr. Tokoly and to pay \$7,500.00 as a retainer. Motion carried, copy attached.

Motion by David Loyd seconded by Paul Davis to waive the 90 day waiting period for insurance coverage for elected officials but not to waive the pre-existing condition clause. Motion carried.

Motion by David Loyd seconded by Paul Davis to require all employees and dependents to sign the declaration of insurability form upon employment. Motion carried.

A revised notice to bidders was read to the court on the School Land in Throckmorton and Baylor Counties. Copy attached.

Motion by David Loyd seconded by Paul Davis to repair a school bus turn-around in the Harmony School District. Motion carried, copy attached.

Motion by David Loyd seconded by Paul Davis to repair a school bus turn-around at the Phillips Springs Estate in the Union Grove School District. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by J. W. Meadows to approve a special road use agreement by Louisiana Pacific to haul logs on Willow Oak Rd. Motion carried, copy attached.

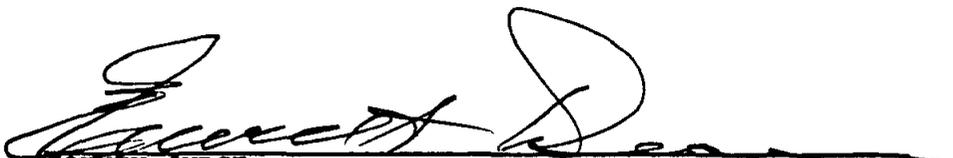
Motion by David Loyd seconded by Paul Davis to approve the special road use agreement by Reynolds Land Co. to haul gravel on Red Maple and Cedar Roads. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by J.W. Meadows to approve the permit application by Floyd Carpenter to install a culvert in the ROW of Penquin Road. Motion carried, copy attached.

Motion by J. W. Meadows seconded by Paul Davis to accept the holidays for 1987. Motion carried, copy attached.

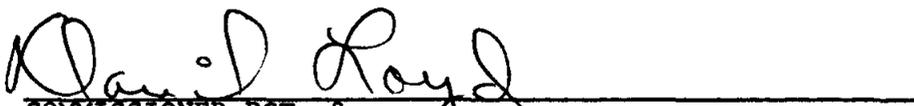
Motion by J. W. Meadows seconded by Paul Davis to accept the financial report presented by Nanette Wein, county auditor. This is for the month ending Oct. 31, 1986. Motion carried.

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

UPSHUR Chamber of  
COUNTY Commerce

November 19, 1986

P. O. BOX 884  
PHONE 648-3413  
GILMER, TEXAS  
75644

Upshur County Judge, Everett Dean  
Upshur County Commissioners: David Loyd, Gaddis Lindsey  
Paul Davis, J.W. Meadows

Dear Sirs:

This letter is written to urge you to take positive action at your meeting on November 24, regarding the \$15,000 needed from the county for the extension and improvements at the Gilmer-Upshur County airport.

This airport serves our business community. From letters and comments received from the representatives of the business community, our airport definitely needs these improvements. (See attached letters)

The Upshur County Chamber of Commerce Board of Directors believe this project is necessary for the future growth of our county. The improvements would make the airport a definite asset for attracting future industry and commercial endeavors.

Three entities have already agreed to support this project. They are the State of Texas, the City of Gilmer and the Gilmer Industrial Foundation.

With your expression of support for this project, our community will continue to progress.

Your consideration will be appreciated.

Sincerely,  
*Patsy A. Dunn*  
The Board of Directors  
of the Upshur County Chamber of Commerce  
Patsy Dunn, President

PD/sg

Enclosures

*Saras Drene*  
*Gary Cooper*  
*Steve Stewart*  
*Kenneth W. White*  
*Harold Patterson*  
*John Anderson*  
*Felker City*  
*Annette Brengle*  
*Mary Ann*  
*Jim*

Home of the Famous East Texas Yamboree



UPSHUR MEDICAL CENTER

712 North Wood  
Gilmer, Texas 75644  
(214) 843-5611

James A. Summersett, III  
Executive Director

February 7, 1986

Mr. Orear Watson, Mayor  
% City of Gilmer  
P.O. Box 760  
Gilmer, Texas 75644

Dear Mayor Watson:

I am writing this letter in support of the runway extension and improvement project at the Upshur County Airport. Our Medical Center is the second largest employer in the city and one of many businesses with corporate offices out of the East Texas area. Representatives from the Baylor Health Care System in Dallas have had the occasion to use our airport facilities on numerous occasions on their trips to Gilmer.

A recent experience involving a visit to our local hospital by the President of the Baylor Health Care System, Boone Powell, Jr. and several physicians from Dallas is worth mentioning. Scheduled to arrive just after dark in a King Air, the pilots refused to land at the Upshur County Airport because the runway length of 3,000 feet was marginally acceptable for that type aircraft. Instead, a decision was made to use Gladewater's airport and arrangements for transportation of this party to and from Gilmer had to be made. Concern was also expressed over the adequacy of existing lighting for a nighttime approach to our airport.

As a pilot with over 12 years experience myself, I am proud of the airport facilities we currently operate. For the airport to be functional for more than recreational use and to support corporate and business travel, however, the airport improvement and runway extension project should be considered a top priority.

Mayor Orear Watson  
February 7, 1986  
Page 2

It would be unfortunate to let pass this one time opportunity for state funding of this project. I would be happy to appear before you or the city council at any time to further explain my position on this matter.

Sincerely,



James A. Summersett, III  
Executive Director

JAS:lg

cc: Mr. Butch Ragland, Chairman  
Airport Board

Mrs. Pat Dunn, President  
Gilmer Chamber of Commerce

# WAL-MART

WAL-MART STORES INC

702 S W 8th ST

P O Box 116

BENTONVILLE ARKANSAS 72712

PHONE 501-273 4000

September 15, 1982

Mr. Butch Ragland  
Route 7, Box 998  
Gilmer, Texas 75644

Dear Mr. Ragland:

As you know, our Wal-Mart Store #146 is located in Gilmer, Texas. Our company operates Piper Navajos and a Turbo Commander 690B and we have frequent need to fly our executives in to Gilmer to visit our store there.

As chief pilot, I would like to recommend at this time that the runway at the Gilmer-Upsher County Airport be extended by 1,000 feet. I would appreciate your attention to this and look forward to improved airport facilities in Gilmer.

Sincerely,

*Jerry Turney/ja*

Jerry Turney  
Chief Pilot

JT/ja



**ROBROY  
INDUSTRIES  
TEXAS, INC.**

VOL 28 PG 395

GILMER, TEXAS 75644 • PHONE 214/843-5591 August 14, 1985

City of Gilmer  
Gilmer, Texas 75644

The Honorable Orear Watson, Mayor of Gilmer

Dear Mr. Mayor;

For the past 23 years Robroy Industries has been a part of the Gilmer community. During this time we have, in our opinion, experienced an exceptionally good working relationship with all governmental bodies, local industries and individuals. Any time assistance or council was requested from organizations such as the County, City or State governments, taxing authorities, Industrial Foundation, judicial system, etc. we have received the utmost consideration and cooperation. The continuation of this type atmosphere coupled with the hard work and desire of local leaders and citizens to make our area an even better place to live and work is bound to have fruitful results.

A typical example of improvements during the past years is the Gilmer-Upshur County Airport. Our Company frequently uses this facility. It is most convenient to have the Company personnel as well as visitors and sales persons land at Gilmer. Considerable time and money is saved when the trip from Longview can be avoided. There is, however, one problem; during extremely hot weather when load limits are approaching maximum the runway length is short, very little safety factor is provided. We have supported the airport project from preliminary discussions to the present and request the City also support, when practical, all efforts to lengthen the runway and improve the facility.

We thank the City and its employees for their continuing cooperation and assistance.

Very truly yours,

ROBROY INDUSTRIES-TEXAS, INC.

  
L. J. Hardt  
Vice President

LJH:lh  
cc: Mr. Butch Ragland



## LOYD FUNERAL HOME

NORTH WOOD ST. GILMER, TEXAS TEL 3-2677

February 6, 1986

TO WHOM IT MAY CONCERN:

The Upshur County Airport is a great asset to Upshur County and Loyd Funeral Home. I transported two bodies in and out of Gilmer in December and two in January. I also transport bodies for Rader Funeral Home. I took a sick person to Houston for treatment in January. I use the airport every month for trips of this nature.

I feel the airport is very important to Upshur County and is used for much more than just pleasure.

Sincerely,

*Melvin Loyd*  
Melvin Loyd



UPSHUR COUNTY FORD TRACTOR

PO BOX 1023  
PHONE (214) 797 2736  
GILMER, TEXAS 75644



February 7, 1986

City Of Gilmer  
Mayor & City Council  
P. O. Box 760  
Gilmer, Tx. 75644

Dear Sirs:

In the future my company plans on using the City Airport which in my opinion needs improvements. I feel if improvements were made other companies would also use this facility. In the past the City Airport has been used by my company.

Sincerely,

A handwritten signature in cursive script that reads "Joney G. Putman".

Joney G. Putman  
President

VOL 28 PG 398

JOHN W. "PETE" GIPSON  
ROUTE #2 BOX 889  
GILMER, TEXAS 75644

February 10, 1986

Mayor Orear Watson  
City of Gilmer  
P. O. Box 760  
Gilmer, Texas 75644

Dear Mayor Watson:

I would like to take this opportunity to commend the City of Gilmer and Upshur County for the good airport that has been provided by the City of Gilmer and Upshur County in the past years.

As a citizen and taxpayer of Upshur County, the airport has been of value to me several times during the past years. Although, I am not a taxpayer in the city of Gilmer, I would like to share with you how the airport in Gilmer has be of benefit to me in my work as a Field Representative for the Texas Farm Bureau in the past few years.

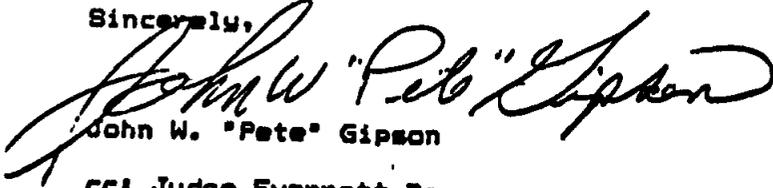
In the April of 1983, the Texas Farm Bureau airplane, which is a twin engine turbo prop, Piper Cheyenne landed at the Upshur County Airport one morning with a television news crew from Cable News Network out of Dallas. Their purpose was to interview a dairyman in East Texas that had in the past years had a problem with Brucellosis. It took a car and a pickup truck to transport the crew and equipment to the dairy for the interview. It took approximately 1 hour to do the interview and gather footage. After the interview, we returned to Gilmer, the television crew, pilot, my father and I had lunch at Arnold's which included a total of 7. The plane flew back to Dallas and at 6:00 p.m. that evening, the interview with a dairyman from Upshur County was aired on CNN.

In May of 1984, an officer of Texas Farm Bureau flew his plane from Texarkana to Gilmer, picked me up and we flew to Austin on business. We returned the next day. By an airport being in Gilmer saved me from having to drive to Longview.

In 1985, the Texas Farm Bureau plan landed at the Upshur County Airport on three (3) different occasions in which all were business. I could have asked the pilot to land at Longview twice and Mt. Pleasant once, but because we have an airport at Gilmer, I asked that the pilot land at Gilmer because of the convenience for me. By doing so, it saved driving time and expenses for the organization for which I work.

As a citizen, resident and taxpayer of Upshur County, I feel that the airport in Gilmer has been of an economical benefit to the county and city. I hope that the City Council and Commissioners Court will continue to maintain and upgrade the airport.

Sincerely,

A handwritten signature in cursive script that reads "John W. 'Pete' Gipson". The signature is written in dark ink and is positioned above the printed name.

John W. "Pete" Gipson

cc: Judge Everett Dean  
Butch Ragland ✓



# Croley Funeral Home

GILMER, TEXAS 75644

308 W. Harrison  
714-843-2385  
P. O. Box 625

February 11, 1986

Mayor Orear Watson  
City Hall  
Gilmer, Texas

Dear Sir:

In my view, there are several reasons why the City of Gilmer should seriously consider going forward with the proposed improvements to our airport.

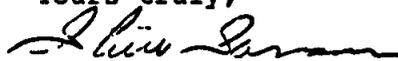
First and foremost, at this time, funds are available from the Texas Aeronautical Commission due to a prolonged effort on the part of the Upshur County Airport Board.

Secondly, this facility, unlike many airports, can be used in inclement weather due to its having an established instrument approach system already in place.

Finally, the availability of the airport in recent years has been a convenience for many families that are served by Croley Funeral Home. In the past, it was necessary for us to make connections with commercial flights in Dallas or Shreveport, sometimes causing a delay of up to two days, due to shipping arrangements. Now that we have our own plane, however, we are able to fly directly to the place where death occurs and directly back to Gilmer, thus eliminating needless delays and expense. Conversely, funeral homes in other cities are able to use our airport in the same way and have done so on numerous occasions.

In summation, the Gilmer Airport is an asset to the community, and improvements would not only make it a safer airport, but would also be good for the increased use it will receive as this area continues to grow.

Yours truly,

  
Steve Sansom

ESTATE OF Wm. D. McBEE

2100 LTV TOWER  
1525 ELM STREET  
DALLAS, TEXAS 75201

September 27, 1982

Gilmer-Upshur County Airport Board  
Rt. 7 - Box 988  
Gilmer, Texas 75644

Attention: H. M. Ragland, Board Chairman

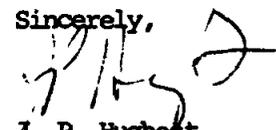
Gentlemen:

It has come to my attention that you are contemplating the lengthening of the runway at Gilmer. I would like to encourage you to do so as soon as possible.

At the present time we operate an Aero-Commander, which is currently as large an aircraft that is safe on the present 3000' runway. The addition of another 1000' of runway would open up this airport to us with larger aircraft. In addition our oil field partners and service companies would be able to use this airport instead of Gregg County as they do now.

If I can be of any assistance in your planning, please do not hesitate to call on me. This is very sorely needed in Gilmer and a worthwhile project.

Sincerely,

  
J. P. Hughett  
Engineer

JPH:db

EMP. ID	DEPT	EMPLOYEE NAME.....	CHECK #	GROSS PAY	FEDERAL W/H.	FICA W/H	DEDUCTION	AMOUNT	NET PAY
136	401	DEAN, CHARLES EVERETT	9199	2,435.80	304.82	174.18	RET	170.45	1,628.82
							INSCO	112.71	
							INSFC	22.10	
							INSMC	22.00	
149	401	JOHNSON, BOBBIE EVELYN	9199	1,464.65	202.55	124.72	RET	102.53	1,025.43
							INSCO-CP	0.00	
							INSFC	12.42	
							INSMC	11.00	
							INSTL	6.00	
401				3,899.65	507.37	273.82		459.21	2,654.25

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UPSHUR COUNTY  
THE SOFTWARE GROUP, INC.

PAYROLL SYSTEM V 1.61  
MASTER PAYROLL CALCULATION REPORT - PAYROLL DATE DEPT

21 NOV 1986  
PAGE 2

EMP. ID	DEPT	EMPLOYEE NAME.....	CHECK #	GROSS PAY	FEDERAL W/H.	FICA W/H DEDUCTION	AMOUNT	NET PAY
118	403	CAIN, DERONDA KAYE	9200	1,131.41	107.60	50.90	RET 79.20 INSCO 74.26 INSTL 12.80	776.65
158	403	HILL, J. B. JR.	9201	1,881.00	229.60	134.49	RET 131.67 INSCO 112.71 INSFC 14.86	1,257.67
177	403	LOFTIS, JO ANN	9202	1,017.20	120.36	72.73	RET 71.20 INSCO-CP 0.00 INSTL 23.20	729.71
182	403	MORRIS, ADDIE RENE	9203	1,150.22	99.26	82.81	RET 81.00 INSCO 112.71 INSFC 14.06	768.30
403				5,187.83	556.82	370.93	727.75	3,532.33

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PAYROLL SYSTEM V 1.61  
MASTER PAYROLL CALCULATION REPORT - PAYROLL DATE DEPT

UPSHUR COUNTY  
THE SOFTWARE GROUP, INC.

EMP. ID	DEPT	EMPLOYEE NAME	CHECK #	GROSS PAY FEDERAL W/H.	FICA W/H DEDUCTION	AMOUNT	NET PAY
237 410	COA	MARY ROSE	9205	70.48	68.48	67.04 0.00 23.20	728.51
410				70.48	68.48	90.24	728.51



UPSPUR COUNTY  
THE SOFTWARE GROUP, INC.

PAYROLL SYSTEM V 1.61  
MASTER PAYROLL CALCULATION REPORT - PAYROLL DATE DEPT

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PAGE 6

EMP. ID	DEPT	EMPLOYEE NAME.....	CHECK #	GROSS PAY	FEDERAL W/H.	FICA W/H	DEDUCTION	AMOUNT	NET PAY
145	450	GOAR, ELIZABETH ANN	9209	1,138.22	38.62	81.38	RET	79.68	799.16
							INSCO	139.38	
235	450	GOUGHNOUR, JULIE ANN	9210	882.42	41.28	63.09	RET	61.77	642.02
							INSCO	74.26	
285	450	GRISHOLD, ALLISON COLLEEN	9211	908.49	87.69	64.96	RET	63.59	692.25
							INSCO-CP	0.00	
170	450	JONES, CAROLYN SUE	9212	502.55	34.31	35.93			432.31
241	450	MASK, JANET F.	9213	502.55	3.11	35.93			463.51
196	450	RAY, HORACE ANDY	9214	1,881.00	309.60	134.49	RET	131.67	1,305.24
							INSCO-CP	0.00	
	450			5,815.23	514.61	415.78		550.35	4,334.49

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EMP. ID	DEPT	EMPLOYEE NAME.....	CHECK #	GROSS PAY	FEDERAL W/H.	FICA W/H	DEDUCTION	AMOUNT	NET PAY
246	451	MOORE, BARBARA L.	9215	957.71	92.29	68.48	RET	67.04	577.32
							INSCO	139.38	
							INSTL	23.20	
198	451	RAY, WILLIAM VALTON	9216	1,458.00	131.92	104.25	RET	102.06	1,007.86
							INSCO	112.71	
204	451	SMITH, NADRA CITA	9217	965.71	111.26	69.05	RET	67.60	701.85
							INSCO-CP	0.00	
							INSTL	16.75	
221	451	WEAVER, CAROLYN JO	9218	1,009.20	118.94	72.16	RET	70.64	668.48
							INSCO	74.26	
							INSTL	12.80	
451				4,390.62	444.41	313.94		686.44	2,945.83

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THE SOFTWARE GROUP, INC.  
PAYROLL SYSTEM V 1.61  
MASTER PAYROLL CALCULATION REPORT - PAYROLL DATE DEPT

EMP. ID	DEPT	EMPLOYEE NAME	CHECK #	GROSS PAY	FEDERAL W/H.	FICA W/H	DEDUCTION	AMOUNT	NET PAY
123	455	CLIFTON, HOWARD L.	9222	641.00	3.94	45.83	RET INSCO INSTL	44.87 139.38 12.90	394.08
455				641.00	3.94	45.83		197.15	394.08

EMP. ID	DEPT	EMPLOYEE NAME.....	CHECK #	GROSS PAY	FEDERAL W/H.	FICA W/H DEDUCTION	AMOUNT	NET PAY
110	476	BLASINGAME, ALICE P.	9223	1,799.53	280.41	128.67	RET 125.97 INSCO-CP 0.00 INSMC 32.00 INSTL 45.59	1,186.89
312	476	BRUNSON, MARY DELL	9224	1,093.21	103.71	78.16	RET 76.52	834.82
232	476	CONE, TIMOTHY CLIFTON	9225	2,958.33	473.48	211.52	RET 207.08 INSCO 112.71	1,953.54
283	476	CROSS, NANCY ANN	9226	2,250.00	364.85	160.88	RET 157.50 INSCO 112.71	1,454.06
171	476	KEITH, MELODY JOYCE	9227	1,541.04	100.85	110.18	RET 107.87 INSCO-CP 0.00	1,222.14
476				9,642.11	1,323.30	689.41	977.95	6,651.45

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EMP. ID	DEPT	EMPLOYEE NAME.....	CHECK #	GROSS PAY	FEDERAL W/H.	FICA W/H DEDUCTION	AMOUNT	NET PAY
308	495	FOSTER, WHITNEY LANETTE	9228	1,126.22	108.93	80.52	RET 78.84	857.93
203	495	WEIN, NANETTE RUTH	9229	1,881.00	164.00	134.49	RET 131.67 INSCO 74.26 INSTL 19.95	1,356.63
495				3,007.22	272.93	215.01	304.72	2,214.56

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EMP. ID	DEPT	EMPLOYEE NAME	CHECK #	GROSS PAY	FEDERAL W/H.	FICA W/H	DEDUCTION	AMOUNT	NET PAY
153	497	HARRIS, MYRA NELL	9230	1,146.22	60.32	81.95	RET INSCO-CP INSMC INSTL	80.24 0.00 24.00 23.20	876.51
273	497	HOWELL, LINDA LOUISE	9231	1,001.20	117.53	71.59	RET INSCO-CP INSTL	70.08 0.00 23.20	718.80
220	497	VICK, THOMAS VERNON	9232	1,881.00	229.60	134.49	RET INSCO-CP	131.67 0.00	1,385.24
497				4,028.42	407.45	288.03		352.39	2,980.55

EMP. ID	DEPT	EMPLOYEE NAME.....	CHECK #	GROSS PAY	FEDERAL W/H.	FICA W/H	DEDUCTION	AMOUNT	NET PAY
130	499	DAVIDSON, BRENDA LEE	9233	894.42	73.82	63.95	RET	62.61	694.04
							INSCO-CP	0.00	
131	499	DAVIS, LAVADA M.	9234	1,087.06	102.74	77.72	RET	75.09	691.13
							INSCO	139.38	
161	499	HOLLOWAY, BARBARA J.	9235	1,154.22	144.57	82.53	RET	80.80	736.47
							INSCO	74.26	
195	499	RAMSEY, MARSHA MARTIN	9236	938.54	91.88	67.11	RET	65.70	713.85
							INSCO-CP	0.00	
203	499	SMITH, MICHEAL LOYD	9237	1,881.00	139.86	134.49	RET	131.67	1,320.75
							INSCO	139.38	
							INSTL	14.85	
212	499	SWEETSER, MARY J.	9238	1,071.06	129.87	76.58	RET	74.97	759.69
							INSCO-CP	0.00	
							INSTL	29.95	
260	499	THOMPSON, TALITHA LYNN	9239	824.40	55.60	58.94	RET	57.71	652.15
							INSCO-CP	0.00	
224	499	WHITAKER, LADONNA LEE	9240	938.54	106.46	67.11	RET	65.70	663.68
							INSCO-CP	0.00	
							INSTL	35.59	
	499			8,789.24	844.80	628.43		1,084.25	6,231.76

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EMP. ID	DEPT	EMPLOYEE NAME.....	CHECK #	GROSS PAY	FEDERAL W/H.	FICA W/H DEDUCTION	AMOUNT	NET PAY
102	510	ASHBROOK, BURNICE F.	9241	1,617.33	157.11	115.64	RET 113.21 INSCO 112.71	1,118.66
191	510	PALMER, LINDA S.	9242	824.40	66.00	58.94	RET 57.71 INSCO-CP 0.00	641.75
194	510	POTTER, OLLIE JOHN	9243	609.67	26.36	43.59	INSCO 112.71 INSFC 28.50	406.51
217	510	TOWNSEND, JOHN BURL	9244	824.40	72.93	58.94	INSCO 112.71	579.82
	510			3,875.80	322.40	277.11	529.55	2,746.74

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EMP. ID	DEPT	EMPLOYEE NAME	CHECK #	GROSS PAY	FEDERAL W/H.	FICA W/H	DEDUCTION	AMOUNT	NET PAY
262	552	MOL, ONIE JR.	9246	609.00	58.91	43.54	RET INSDO-CP	42.63 0.00	463.92
	552			609.00	58.91	43.54		42.63	463.92



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EMP. ID	DEPT	EMPLOYEE NAME	CHECK #	GROSS PAY	FEDERAL W/H.	FICA W/H	DEDUCTION	AMOUNT	NET PAY
264	554	SEARORN, CHARLES WAYNE	924B	609.00	10.76	43.54	RET INSCO-CP	42.63 0.00	512.07
554				609.03	10.76	43.54		42.63	512.07

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EMP. ID	DEPT	EMPLOYEE NAME	CHECK #	GROSS PAY	FEDERAL W/H.	FICA W/H	DEDUCTION	AMOUNT	NET PAY
164	555	JENKINS, STANLEY EUGENE	3249	734.00	55.91	52.48	RET INSCO INSTL	51.38 112.71 40.81	420.71
555				734.00	55.91	52.48		204.90	420.71

EMP. ID	DEPT	EMPLOYEE NAME.....	CHECK #	GROSS PAY	FEDERAL W/H	FICA W/H DEDUCTION	AMOUNT	NET PAY
107	560	BEASLEY, JAMES LEON	9250	1,874.51	369.37	134.03	RET 131.22 INSCO-CP 0.00 INSMC 20.00	1,219.89
109	560	BETTERTON, ANTHONY SCOTT	9251	1,521.25	194.04	108.77	RET 106.49 INSCO-CP 0.00	1,111.95
111	560	BLESS, FRANK THOMAS	9252	1,725.57	263.21	123.38	RET 120.79 INSCO-CP 0.00 INSMC 18.00	1,200.19
231	560	DURRUM, MARGARET ANN	9253	1,029.51	78.91	73.61	RET 72.07 INSCO-CP 0.00	804.92
269	560	ENGLISH, YOUNG LEON	9254	1,513.25	213.85	108.20	RET 105.93 INSCO 70.26	1,015.01
152	560	HARRIS, JAMES CLAYTON	9255	1,521.25	171.38	108.77	RET 106.49 INSCO 139.38 INSTL 10.11	985.12
157	560	HENSON, LARRY N.	9256	1,725.57	203.69	123.38	RET 120.79 INSCO 139.38	1,138.33
165	560	JEMKES, RICHARD DALE	9257	1,881.00	229.60	134.49	RET 131.67 INSCO-CP 0.00 INSTL 10.11	1,375.13
292	560	KUHN, JERRY LYNN	9258	1,509.25	169.49	107.91	RET 105.65 INSCO 70.26	1,055.94
311	560	LEDET, JAMES AUBREY	9259	1,473.33	134.34	105.34	RET 103.13	1,130.52
245	560	MAYFIELD, KENNETH MURL	9260	1,517.25	414.78	108.48	RET 106.21 INSCO-CP 0.00	887.78
302	560	MITCHELL, DENNIS E.	9261	1,473.33	134.34	105.34	RET 103.13 INSCO 139.38	991.14
190	560	ONSTAD, NANCY LYN	9262	1,725.57	263.21	123.38	RET 120.79 INSCO-CP 0.00	1,218.19
192	560	PHILLIPS, TIMOTHY KEVIN	9263	1,729.57	264.14	123.66	RET 121.07 INSCO-CP 0.00	1,220.70
294	560	ROBERTSON, LARRY WAYNE	9264	1,803.51	216.01	128.95	RET 126.25 INSCO 74.26	1,258.04
200	560	SANDERS, BOBBY NEAL	9265	1,521.25	171.38	108.77	RET 106.49 INSCO 139.38	995.23
175	560	SCHOON, PAULA NANETTE	9266	1,059.06	98.31	75.72	RET 74.13 INSTL 29.95 INSCO 139.38	641.57
				26,604.03	3,598.05	1,902.18	2,862.15	18,249.65

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EMP. ID	DEPT	EMPLOYEE NAME.....	CHECK #	GROSS PAY	FEDERAL W/H.	FICA W/H DEDUCTION	AMOUNT	NET PAY
297	565	DURHAM, STEVEN RAY	9267	1,241.66	160.02	88.78	RET 86.92 INSCO-CP 0.00	905.94
272	565	HOWE, JANIE ELIZABETH	9268	1,245.66	160.72	89.06	RET 87.20 INSCO-CP 0.00	908.68
313	565	JENKINS, STANLEY E.	9269	606.03	41.63	43.33	RET 42.42	478.65
323	565	JONES, RHONDA ELAINE	9270	1,212.10	122.51	86.67	RET 84.85 INSCO-CP 0.00	918.07
282	565	MARSHALL, ELMORA	9271	804.38	63.77	57.51	RET 56.31 INSCO-CP 0.00	626.79
256	565	PARISH, LILLIE IRENE	9272	444.00	6.48	31.75	RET 30.00	405.77
199	565	ROBINSON, BARBARA GALE	9273	1,285.66	177.79	91.92	RET 90.00 INSCO 112.71	801.24
225	565	WHITESIDE, CAROLYN DENISE	9274	1,253.66	129.08	89.64	IN STL 12.00 RET 87.76 INSCO-CP 0.00	947.18
227	565	WILLIAMS, ROSALIE	9275	1,253.66	129.08	89.64	RET 87.76 INSCO-CP 0.00	947.18
<b>565</b>				<b>9,346.81</b>	<b>991.08</b>	<b>668.30</b>	<b>747.93</b>	<b>6,939.50</b>

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EMP. ID	DEPT	EMPLOYEE NAME.....	CHECK #	GROSS PAY	FEDERAL W/H.	FICA W/H DEDUCTION	AMOUNT	NET PAY
126	570	CRAIG, DENISE	9276	1,115.83	92.55	79.78	RET 78.11 INSCO-CP 0.00	865.39
137	570	DREESEN, MARY PATRICIA	9277	1,115.83	107.29	79.78	RET 78.11 INSCO-CP 0.00	850.65
186	570	MC CAY, WILLIAM CARTER	9278	2,052.17	339.15	146.73	RET 143.65 INSCO-CP 0.00	1,422.64
180	570	MITCHELL, LINDA MARIE	9279	1,866.75	226.69	133.47	RET 130.67 INSCO-CP 0.00 INSTL 23.20	1,352.72
211	570	STOCKS, JO ANN	9280	2,365.67	423.12	169.15	RET 165.60 INSTL 33.24 INSCO 139.38	1,435.18
570				8,516.25	1,188.80	628.91	791.96	5,926.58

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EMP. ID	DEPT	EMPLOYEE NAME	CHECK #	GROSS PAY	FEDERAL W/H.	FICA W/H DEDUCTION	AMOUNT	NET PAY
181	575	MITCHELL, RONNIE GENE	9281	2,257.33	268.47	161.40	RET 158.01 INSCO 74.26	1,595.19
216	575	TOMLIN, NORMA C.	9282	1,302.08	136.73	93.10	RET 91.15 INSCO 74.26	906.84
575				3,559.41	405.20	254.50	397.68	2,502.03

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EMP. ID	DEPT	EMPLOYEE NAME.....	CHECK #	GROSS PAY	FEDERAL W/H.	FICA W/H DEDUCTION	AMOUNT	NET PAY
108	611	BECK, EARNEST EARL	9283	1,055.06	110.58	75.44	RET 73.85 INSCO-CP 0.00 INSTL 11.00	784.19
139	611	FATHERREE, MERCEL FREDERICK	9284	1,415.17	139.88	101.18	RET 99.06 INSCO 112.71 INSTL 19.95	942.39
299	611	HORTON, JACKIE RAY	9285	861.42	49.33	61.59	RET 60.30 INSCO 139.38	550.82
300	611	JOHNSON, ARCHIE LEON	9286	926.54	77.40	66.25	RET 64.86 INSCO-CP 0.00	718.03
275	611	JONES, MORRIS S.T.	9287	821.11	30.93	58.71	RET 159.95 INSCO-CP 0.00 INSTL 17.60	731.47
265	611	LINDSEY, GADDIS M.	9288	2,285.00	274.13	163.38	RET 65.42 INSCO-CP 0.00 INSTL 17.60	1,669.94
248	611	SMITH, EDDIE J.	9289	934.54	67.89	66.82	RET 65.42 INSCO-CP 0.00	734.41
277	611	STOKER, JAMES LOUIS	9290	1,307.74	93.43	93.50	RET 91.54 INSTL 19.95 INSCO 139.38	869.94
611				9,606.58	843.57	686.87	1,074.95	7,001.19

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EMP. ID	DEPT	EMPLOYEE NAME.....	CHECK #	GROSS PAY	FEDERAL W/H.	FICA W/H	DEDUCTION	AMOUNT	NET PAY
127	612	CROCKETT, HARRY B.	9291	1,380.35	149.11	98.70	RET	96.62	889.01
							INSCO	112.71	
							INSMC	11.00	
							INSTL	23.20	
133	612	DAWSON, RICKY L.	9292	1,029.51	93.64	73.61	RET	72.07	715.93
							INSCO	74.26	
159	612	HILL, JODY	9293	553.05	40.37	39.54			473.14
167	612	JOHNSON, IVORY GENE	9294	1,607.00	184.94	114.90	RET	112.49	1,050.01
							INSCO	112.71	
							INSMC	12.00	
							INSTL	19.95	
179	612	MEADOWS, JAMES W.	9295	2,285.00	274.13	163.30	RET	159.95	1,473.27
							INSCO	112.71	
							INSFC	14.86	
							INSMC	11.00	
							INSRL	1.87	
							INSPL	73.83	
267	612	PENDARVIS, ABBOTT LYNN	9296	1,245.66	98.35	89.06	RET	87.20	831.67
							INSCO	139.30	
229	612	SPARKS, JERRY	9297	844.40	91.74	60.37	RET	59.11	633.18
							INSCO-CP	0.00	
298	612	STANLEY, NEAL AARON	9298	882.42	41.28	63.09	RET	61.77	603.57
							INSCO-CP	0.00	
							INSCO	112.71	
239	612	STANLEY, ROBERT JOE	9299	1,022.45	23.89	73.11			925.45
	612			10,849.84	997.45	775.76		1,481.40	7,595.23

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EMP. ID	DEPT	EMPLOYEE NAME.....	CHECK #	GROSS PAY	FEDERAL W/H.	FICA W/H DEDUCTION	AMOUNT	NET PAY
128	613	CHALK, FLOYDIA EDWARD	9300	1,331.73	111.96	95.22	RET 93.22	1,031.33
							INSCO-CP 0.00	
278	613	GORDON, R. C.	9301	1,025.51	57.25	73.32	RET 71.79	803.20
							INSCO-CP 0.00	
							INSTL 19.95	
160	613	HODGE, ALBERT EARL	9302	723.42	61.87	51.72	RET 50.64	553.19
							INSCO-CP 0.00	
162	613	HUGHES, ZACK	9303	709.42	59.13	50.72		599.57
266	613	LOYD, DAVID GRANT	9304	2,285.00	274.13	163.38	RET 159.95	1,687.54
							INSCO-CP 0.00	
193	613	POOL, GEORGE	9305	1,684.35	167.70	120.43	RET 117.90	1,288.19
							INSCO 112.71	
							INSFC 26.42	
							INSTL 11.00	
281	613	POOL, MOODY	9306	800.66	49.28	57.25		694.13
214	613	THOMPSON, THOMAS A.	9307	1,569.25	149.51	112.20	RET 109.85	1,044.43
							INSCO 112.71	
							INSFC 20.60	
							INSTL 19.95	
613				10,129.34	930.83	724.24		7,547.58

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EMP. ID	DEPT	EMPLOYEE NAME.....	CHECK #	GROSS PAY	FEDERAL W/H.	FICA W/H	DEDUCTION	AMOUNT	NET PAY
119	614	CAMPBELL, GLENN EDWARD	9308	1,348.35	114.58	96.41	RET	94.38	873.65
							INSCO	139.38	
							INSTL	29.95	
132	614	DAVIS, LAWRENCE PAUL	9309	2,285.00	400.62	163.38	RET	159.95	1,528.05
							INSCO-CP	0.00	
							INSMC	22.00	
							INSTL	11.00	
148	614	GURLEY, WILLIAM EDWARD	9310	1,315.73	173.11	94.07	RET	92.10	956.45
							INSCO-CP	0.00	
259	614	HUTCHINGS, JAMES HOWARD	9311	844.40	37.03	60.37	RET	59.11	559.54
							INSTL	15.64	
							INSCO	112.71	
233	614	MORRIS, BEN SPENCER	9312	1,220.10	68.56	87.24	RET	85.41	839.51
							INSCO	139.38	
274	614	SHRUM, BAILEY EVERETTE	9313	308.40	11.01	22.05			275.34
614				7,321.98	804.91	523.52		961.01	5,032.54

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EMP. ID	DEPT	EMPLOYEE NAME	C-CHECK #	GROSS PAY	FEDERAL W/H.	FICA W/H	DEDUCTION	AMOUNT	NET PAY
205 630		SNOW, ALVA CLED	9314	757.48	66.62	54.16	RET INSCO-CP INSFC	53.02 0.00 12.86	570.82
630				757.48	66.62	54.16		65.88	570.82

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EMP. ID	DEPT	EMPLOYEE NAME	C-CHECK #	GROSS PAY	FEDERAL W/H.	FICA W/H	DEDUCTION	AMOUNT	NET PAY
301 642	642	JOHNSON, GERALD DON	9315	1,834.51	220.91	131.17	RET INSCO	128.42 139.38	1,214.63
				1,834.51	220.91	131.17		267.80	1,214.63

EMP. ID	DEPT	EMPLOYEE NAME	CHECK #	GROSS PAY	FEDERAL W/H	FICA W/H DEDUCTION	AMOUNT	NET PAY
215	650	CARDEN, PHAMA LISA	9316	888.38	53.81	57.80	RET 56.59 INSCO-CP 0.00	640.18
276	650	MONK, ALTA GRACE	9317	624.92	43.74	44.68	RET 43.74 INSCO-CP 0.00 INSTL 23.20	469.56
318	650	MORRISON, JOYCE FRANCES	9318	1,750.00	178.25	125.13	RET 122.50	1,324.29
210	650	SMITH, EMMA JEAN	9319	958.54	39.57	68.54	RET 67.10 INSCO 74.26 INSTL 17.60	691.67
<b>650</b>				<b>4,141.84</b>	<b>315.22</b>	<b>296.15</b>	<b>404.99</b>	<b>3,125.70</b>

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EMP. ID	DEPT	EMPLOYEE NAME.....	CHECK #	GROSS PAY	FEDERAL W/H.	FICA W/H	DEDUCTION	AMOUNT	NET PAY
125	665	COLLIER, ANNIE BELLE	9320	1,214.38	138.73	86.83	RET	85.01	873.60
							INSCO-CP	0.00	
							INSFC	20.10	
							INSTL	10.11	
247	665	NICKERSON, JEROME EDWIN	9321	272.00	0.00	19.45			252.55
201	665	SHATTLES, CYNTHIA C.	9322	272.00	127.84	0.00	INSFC	27.50	116.66
665				1,758.38	266.57	106.28		142.72	1,242.81
				154,397.25	17,007.72	11,019.92		16,893.69	109,475.92

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Department	Gross Pay	Fed. WH	FICA WH	INSCO	INSFC	INSMC	INSPL	Net Pay
401	\$3,899.55	587.37	278.82	112.71	34.52	33.00	0.00	\$2,654.23
403	\$5,137.83	556.82	370.93	299.68	28.92	0.00	0.00	\$3,532.33
405	\$1,329.13	96.81	95.03	0.00	20.60	0.00	0.00	\$1,023.65
410	\$357.71	72.48	68.48	0.00	0.00	0.00	0.00	\$728.51
435	\$3,138.34	596.31	224.43	0.00	51.03	0.00	0.00	\$2,080.26
450	\$3,815.23	514.61	415.72	213.64	0.00	0.00	0.00	\$4,334.49
451	\$1,350.62	444.41	313.94	326.35	0.00	0.00	0.00	\$2,945.83
452	\$541.20	102.10	45.83	112.71	0.00	0.00	0.00	\$382.36
453	\$641.00	30.12	45.83	0.00	0.00	0.00	0.00	\$565.05
454	\$125.00	0.00	9.01	0.00	0.00	0.00	0.00	\$116.99
455	\$641.00	3.94	45.83	139.38	0.00	0.00	0.00	\$394.08
476	\$9,542.11	1,323.30	689.41	225.42	0.00	32.00	0.00	\$6,651.45
495	\$3,307.22	272.93	215.01	74.26	0.00	0.00	0.00	\$2,214.56
497	\$1,228.42	427.45	288.03	0.00	0.00	24.00	0.00	\$2,980.55
499	\$8,759.24	844.80	628.43	353.02	0.00	0.00	0.00	\$6,231.76
510	\$3,375.00	322.40	277.11	338.13	20.50	0.00	0.00	\$2,746.74
551	\$1,134.00	108.92	81.08	0.00	0.00	0.00	0.00	\$944.00
552	\$609.00	58.91	43.54	0.00	0.00	0.00	0.00	\$463.92
553	\$774.00	60.38	55.34	0.00	0.00	0.00	0.00	\$604.10
554	\$509.00	10.76	43.54	0.00	0.00	0.00	0.00	\$512.07
555	\$734.00	55.91	52.48	112.71	0.00	0.00	0.00	\$420.71
560	\$25,624.03	3,590.05	1,902.18	911.68	0.00	38.00	0.00	\$18,249.65
565	\$9,346.81	991.08	668.30	112.71	0.00	0.00	0.00	\$6,939.50
570	\$3,516.25	1,108.80	608.91	139.38	0.00	0.00	0.00	\$5,926.58
575	\$3,553.41	405.20	254.50	148.52	0.00	0.00	0.00	\$2,502.03
611	\$9,626.58	843.57	686.87	391.47	0.00	0.00	0.00	\$7,001.19
612	\$10,849.84	997.45	775.76	664.48	14.86	34.00	73.83	\$7,595.23
613	\$12,129.34	930.83	724.24	225.42	47.02	0.00	0.00	\$7,547.58
614	\$7,321.98	804.91	523.52	391.47	0.00	22.00	0.00	\$5,032.54
630	\$757.48	66.62	54.16	0.00	12.86	0.00	0.00	\$570.82
642	\$1,834.51	220.91	131.17	139.38	0.00	0.00	0.00	\$1,214.63
650	\$4,141.84	315.00	296.15	74.26	0.00	0.00	0.00	\$3,125.70
665	\$1,753.38	266.57	106.28	0.00	47.60	0.00	0.00	\$1,242.81
<b>Total - All Depts.</b>	<b>\$154,397.25</b>	<b>17,007.72</b>	<b>11,019.92</b>	<b>5,506.78</b>	<b>277.88</b>	<b>183.00</b>	<b>73.83</b>	<b>\$109,475.92</b>

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Department	Gross Pay	Fed. WH	FICA WH	INSRL	INSTL	OTH	RET	Net Pay
401	\$3,899.65	507.37	278.82	0.00	6.00	0.00	272.98	\$2,634.25
403	\$3,187.83	556.82	370.93	0.00	36.00	0.00	363.15	\$3,532.33
405	\$1,329.13	96.81	95.03	0.00	0.00	0.00	93.04	\$1,023.65
410	\$957.71	70.48	68.48	0.00	23.20	0.00	67.04	\$729.51
435	\$3,138.84	596.31	224.43	0.00	0.00	0.00	186.84	\$2,080.26
450	\$5,815.23	514.61	415.78	0.00	0.00	0.00	336.71	\$4,334.49
451	\$4,390.62	444.41	313.94	0.00	52.75	0.00	307.34	\$2,945.83
452	\$641.00	100.10	45.83	0.00	0.00	0.00	0.00	\$382.36
453	\$641.00	30.12	45.83	0.00	0.00	0.00	0.00	\$565.05
454	\$126.00	0.00	9.01	0.00	0.00	0.00	0.00	\$116.99
455	\$641.00	3.94	45.83	0.00	12.90	0.00	44.87	\$394.08
476	\$9,642.11	1,323.30	689.41	0.00	45.59	0.00	674.94	\$6,651.45
495	\$3,007.22	272.93	215.01	0.00	19.95	0.00	210.51	\$2,214.56
497	\$4,028.42	407.45	288.03	0.00	46.40	0.00	281.99	\$2,980.55
499	\$8,789.24	844.80	628.43	0.00	115.98	0.00	615.25	\$6,231.76
510	\$3,875.80	322.40	277.11	0.00	0.00	0.00	170.92	\$2,746.74
551	\$1,134.00	108.92	81.08	0.00	0.00	0.00	0.00	\$944.00
552	\$609.00	58.91	43.54	0.00	0.00	0.00	42.63	\$463.92
553	\$774.00	60.38	53.34	0.00	0.00	0.00	54.18	\$604.10
554	\$609.00	10.76	43.54	0.00	0.00	0.00	42.63	\$512.07
555	\$734.00	55.91	52.48	0.00	40.81	0.00	51.38	\$420.71
560	\$26,604.03	3,590.05	1,902.18	0.00	50.17	0.00	1,862.30	\$18,249.65
565	\$9,346.81	991.08	668.30	0.00	12.00	0.00	623.22	\$6,939.50
570	\$8,516.25	1,188.80	608.91	0.00	56.44	0.00	596.14	\$5,926.58
575	\$3,559.41	405.20	254.50	0.00	0.00	0.00	249.16	\$2,502.03
611	\$9,606.58	843.57	686.87	0.00	68.50	0.00	614.98	\$7,001.19
612	\$10,849.84	997.45	775.76	1.87	43.15	0.00	649.21	\$7,593.23
613	\$10,129.34	930.83	724.24	0.00	50.90	0.00	603.35	\$7,547.58
614	\$7,321.98	804.91	523.52	0.00	56.59	0.00	490.95	\$5,032.54
630	\$757.48	66.62	54.16	0.00	0.00	0.00	53.02	\$570.82
642	\$1,834.51	220.91	131.17	0.00	0.00	0.00	128.42	\$1,214.63
650	\$4,141.84	315.00	296.15	0.00	40.80	0.00	239.93	\$3,125.70
665	\$1,758.38	266.57	106.28	0.00	10.11	0.00	85.01	\$1,242.81
=====								
Total - All Depts.	\$154,397.25	17,007.72	11,019.92	1.87	788.24	0.00	10,062.09	\$109,475.92

14112 G.A.

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FILED  
J.B. HILL, JR.  
COUNTY CLERK  
NOV 24 PM 4:30  
U.S. MAR. CO. TX. TX.  
BY

*Everett Dean*  
County Judge, Everett Dean

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

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

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

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

THE SOFTWARE GROUP, INC.

Minutes of Accounts Approved  
Disbursements Made from 11/11/86 thru 11/24/86

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Check #	Date	Vendor	Check Amount	Invoice Amt	Invoice Description
9172	11/11/86	MELCOY KEITH	\$150.00	\$150.00	D.A.-KEY PERS.SEM/AUSTIN/MELODY/2 DAYS
9171	11/11/86	STEVEN GRIFFIN	\$10.00	\$10.00	LIB.- 2 DAYS WORK/CLEANING LIBRARY
9172	11/11/86	DANNY HANKINS CONSTRUCTION	\$572.00	\$572.00	ROCK BLDG.-12 CARP./36 HRS @ \$13/\$17 HR
9173	11/12/86	FIRST NATIONAL BANK	\$300,000.00	\$300,000.00	C.D. PURCHASE/MATURE 2/22/87 @7.00%
9174	11/14/86	DANNY HANKINS CONSTRUCTION	\$418.00	\$418.00	R.BLDG.-2 CARPENTERS, 1 HELPER/LABOR, PAINTING, ELECTRICAL WORK
9178	11/18/86	BENJAMIN HERMAN HANEY	\$6.00	\$6.00	D.CT.- ONE DAY JURY DUTY 11/17/86
9179	11/18/86	BENNIE FLUELLEN	\$6.00	\$6.00	D.CT.- ONE DAY GRAND JURY 11/14/86
9180	11/18/86	BOBBY MURRELL	\$6.00	\$6.00	D.CT.- ONE DAY GRAND JURY 11/14/86
9181	11/18/86	CARROLL MONROE FERGUSON	\$6.00	\$6.00	D.CT.- ONE DAY JURY DUTY 11/17/86
9182	11/18/86	ELMORE JONES	\$6.00	\$6.00	D.CT.- ONE DAY-JURY DUTY 11/17/86
9183	11/18/86	FLOSSIE BOWENS	\$6.00	\$6.00	D.CT.- ONE DAY JURY DUTY 11/17/86
9184	11/18/86	JAMES R. WINNIFORD	\$6.00	\$6.00	D.CT.- ONE DAY GRAND JURY 11/14/86
9185	11/18/86	C. E. FISHER, JR.	\$6.00	\$6.00	D.CT.- ONE DAY GRAND JURY 11/14/86
9186	11/18/86	LOU E. LOVELL	\$6.00	\$6.00	D.CT.- ONE DAY GRAND JURY 11/14/86
9187	11/18/86	RAY THOMPSON	\$6.00	\$6.00	D.CT.- ONE DAY GRAND JURY 11/14/86
9188	11/18/86	REX MORRIS	\$6.00	\$6.00	D.CT.- ONE DAY GRAND JURY 11/14/86
9189	11/18/86	RUTH ANN OWENS	\$6.00	\$6.00	D.CT.- ONE DAY GRAND JURY 11/14/86
9190	11/18/86	SALLY LISTENBEE	\$6.00	\$6.00	D.CT.- ONE DAY GRAND JURY 11/14/86
9191	11/18/86	SHERRIE MICHELL STRICKLAND	\$6.00	\$6.00	D.CT.- ONE DAY JURY DUTY 11/17/86
9192	11/18/86	STEVE SANSON	\$6.00	\$6.00	D.CT.- ONE DAY GRAND JURY 11/14/86
9193	11/18/86	WENDELL CREGLER	\$6.00	\$6.00	D.CT.- ONE DAY GRAND JURY 11/14/86
9194	11/20/86	POSTMASTER	\$1,000.00	\$1,000.00	DIST.CLK.-POSTAGE FOR NEW METER
9325	11/24/86	A & E MILL AND WELDING SUPPLY	\$34.73	\$25.43	PCT#3-ACEATYLENE & OXYGEN CYLINDERS
				\$3.10	PCT#3-1 CYLINDER MONTHLY CHARGE
				\$6.20	PCT#4- 2 CYLINDERS, MONTHLY CHARGE
9326	11/24/86	ALBERT ALLEN ASSOCIATES, INC.	\$2,500.00	\$2,500.00	R.O.W.-PROJECT#8019-1-34/W.L.DIXON APPR.PARCEL#73, #1&2

14114 G.M.

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24 NOV 1986

PERMITS PAYABLE SYSTEM  
MINUTES OF ACCOUNTS APPROVED

Check #	Date	Vendor	Invoice Amount	Invoice Amt	Invoice Description
9327	11/24/86	ORATEX/IND. UNIFORM & TOWEL	\$28.86	\$14.43	C.BLDGS. - 2 RUBS
				\$14.43	C.B.-D63. - 2 RUBS
9328	11/24/86	ARKLA GAS	\$358.19	\$48.29	NEW LIB-#1220708193506/NOV. 17'86 BILLING
				\$29.97	PCT#3-#1220704224088/NOV. 17'86 BILLING
				\$40.28	OLD LIB-#1220709130001/NOV. 17'86 BILLING
				\$239.65	CO. CT. HOUSE-#1520708236005/NOV. 17'86 BILL
9329	11/24/86	ARTHUR REEVES	\$69.00	\$69.00	PCT#2-30 LOADS GRAVEL @ \$2.00 (EA)
9330	11/24/86	BANCROFT-WATNEY CO.	\$37.50	\$37.50	JAW. LIB-US SUPREME CT. L'ED ADV SHEETS 86-87
9331	11/24/86	BUSINESS RECORDS CORPORATION	\$3,752.27	\$3,752.27	C.CLK.-MICROFILMING & INDEXING-RECORDS
9332	11/24/86	CAREY WILLIAMSON, A.T.	\$2,041.60	\$2,041.60	NON-DEPT.-DELINQUENT TAXES/OCT.'86
9333	11/24/86	CAR. J. MID-ADJ, MD, PA	\$20.16	\$20.16	IND.-KATHY POWELL/OFFICE VISIT
9334	11/24/86	CITY OF SILVER	\$251.83	\$49.84	RDC-K.BLDG.-#010345000/NOV. 186 BILLING
				\$9.25	PORTER.BLDG.-#010171000/NOV.'86 BILL
				\$192.74	CO. CT. HOUSE-#010274000/NOV'86 BILLING
9335	11/24/86	CLARKE & COURTS, INC.	\$868.59	\$94.74	C.CLK.-2 BXS. CIVIL MANILLA CASEBINDERS
				\$268.59	C.CLK.-100 INFO REQ., 1000 CRIM LEAVES
				\$345.60	C.CLK.-CASEBINDERS/1 EA-CIVIL, DIVORCE
				\$159.46	D.C.K.-CIV. DIV. DOCKET LEAVES/200 EA
9336	11/24/86	COMPLETE BUSINESS SYSTEMS	\$18.00	\$19.00	CO. S.-2 BOTTLES OIL/COPIER
9337	11/24/86	CONGRESSIONAL QUARTERLY INC.	\$255.20	\$265.20	CO. LIB-SUBSCRIPTION/EDITORIAL RESEARCH APTS
9338	11/24/86	CYNTHIA SHUTTLES	\$15.82	\$15.82	EXT.-REIPB./FILM DEVELOPMENT
9339	11/24/86	DACE-JENKES	\$12.50	\$12.50	CO. JAIL-SUGAR
9340	11/24/86	DAVID PALMER	\$160.00	\$160.00	C.BLDGS.-CONTRACT LABOR/36 HRS @ \$5/HR
9341	11/24/86	DAVIS AUTO REPAIR	\$31.20	\$31.20	PCT#2-4 VEHICLES/INSPECTION STICKERS
9342	11/24/86	DESK TOP & DATA SUPPLY	\$82.15	\$354.20	D.A.- (1) BLACK EXEC. DESK
				\$33.94	INV. CONTROL-FILE FOLDERS & PENS
				\$72.58	INV. CONTROL-SEND PADS, PENS, CARBON PAPER, LIO. PAPER
				\$162.35	INV. CONTROL-LABELS, STORAGE BOXES, PENS & RUBBER BANDS
				\$29.45	J.P.- (3) METAL TRASH CANS
				\$31.63	CO. AD. C.K. AUD. EXT. I.C.-OFFICE SUPPLIES
				\$2.47	INV. CONTROL-(6) T-26 RIBBONS
				\$25.31	CO. C.K.-I.C.-APP. BCCA & 20 RIBBONS
9343	11/24/86	DIAMOND SERVICE	\$21.91	\$21.91	C.S.-#77005775 GASOLINE 10/27/86 BILL

THE SOFTWARE GROUP, INC.

Minutes of Accounts Approved  
Disbursements Made from 11/11/86 thru 11/24/86

PAGE 3

Check #.	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
9344	11/24/86	DOM'S MINI STOPAGES	\$72.00	\$72.00	C.S.-RENT STORAGE BLDG. # 10 & 19
9345	11/24/86	DONOVAN UNIFORM CO., INC.	\$138.35	\$138.35	CO.S.-2 UNIFORM SHIRTS & 3 PANTS
9346	11/24/86	DR. JAMES A. ANDERSON, M.D.	\$72.00	\$72.00	IND.-INTERPRET X-RAYS/NICKI VAN ZANDT
9347	11/24/86	EDDIE J. SMITH	\$21.60	\$21.60	PCT#1-REIMB.-TRIPS TO PICK UP PARTS
9348	11/24/86	ELECTROLUX	\$13.50	\$13.50	C. BLDGS.-CANNISTER BAGS
9349	11/24/86	ESCO ELEVATORS, INC.	\$148.14	\$148.14	C. BLDGS.-ELEVATOR SERVICE NOVEMBER '86
9350	11/24/86	FAMILY CANCER PLAN INS. CO.	\$277.88	\$277.88	*XP38 11/15/86 BILLING
9351	11/24/86	FORBY COMMUNICATIONS	\$4,995.00	\$4,995.00	DPS-P. RADIOS, B. PACKS, MICS, CHARGERS, KITS
9352	11/24/86	GASTEL TURNER	\$100.00	\$100.00	NOVEMBER '86 OFFICE EXPENSE
9353	11/24/86	GENERAL TELEPHONE COMPANY	\$1,479.01	\$214.36 \$50.01 \$103.49 \$1,103.15	CO.S.-#843-2541/NOV. 10, '86 BILLING CO.S.-#843-2542/NOV. 10, '86 BILLING DIST. CT.-#843-2836/NOV. 10, '86 BILLING TELE-COMM.-#843-3083 11/22/86 BILLING
9354	11/24/86	GEORGE P. BANE, INC.	\$89.19	\$23.10 \$20.55 \$45.54	PCT#3-1 COUPLING/F-G 65 GRADER PCT#3-ENG. OIL SSE/F-G 65 GRADER PCT#2-(1) CLEVIS/TIGER MOWER
9355	11/24/86	GILMER ANIMAL CLINIC	\$30.00	\$30.00	C.S. - MITABAN DIP, 10/2, 8, 16/86
9356	11/24/86	GILMER DRUG COMPANY	\$3.93	\$3.93	C. JAIL- TYLENOL/PRISONERS
9357	11/24/86	GILMER NATIONAL BANK	\$3,327.52	\$3,327.52	NOVEMBER/86 PAYMENT-TELE. & COMPUTER
9358	11/24/86	GOODYEAR AUTO SERVICE CENTER	\$717.64	\$12.50 \$255.41 \$226.62 \$5.63 \$217.48	PCT#3-1 FLAT FIXED PCT#1-3 TIRES, -1 TUBE/TRUCK PCT#1-2 TIRES, 2 TUBES/TRACTOR PCT#1-1 TUBE CO.S.-4 TIRES, VALVES, BALANCE/LWIT#214
9359	11/24/86	HARRELL MACHINERY, INC.	\$19.91	\$14.65 \$5.25	PCT#4-CAP PCT#4-(1) 60MMET
9360	11/24/86	HARTGRAPHICS, INC.	\$37.49	\$37.49	CO. CT.-ALCOHOLISM & MENTAL HEALTH FORMS
9361	11/24/86	HENRY T. LYNN	\$102.00	\$102.00	PCT#2-51 LOADS OIL SAND @ \$2.00(EA)
9362	11/24/86	HERBERT L. YOUNG	\$3,258.36	\$59.52 \$66.84 \$61.32 \$23.52 \$1,177.35	PCT#4-UNIV. TRACTOR FLUID, OIL PCT#3- OIL, UNIV. TRACTOR FLUID PCT#4-OIL PCT#4- GEAR OIL PCT#3-GASOLINE & DIESEL

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Check #	Date	Vendor	Check Amount	Invoice Amt	Invoice Description
				\$3.53	PCT#4- OIL
				\$917.55	PCT#1-GASOLINE & DIESEL
				\$773.36	PCT#2-GASOLINE & DIESEL
				\$170.32	PCT#3-DIESEL, U TRACTOR FLUID, BATT. ADJ
9363	11/24/86	HOGG'S PHARMACY	\$108.73	\$3.87	IND.-CASE#00026/T.WHITE/#413623
				\$5.16	IND.-CASE#00026/T.WHITE #413622
				\$9.44	IND.-CASE#00026/T.WHITE/#413621
				\$26.10	IND.-CASE#00023/W.KERR/#413630
				\$26.46	IND.-ELIZA A. GRANT/#413538
				\$14.70	IND.-ELIZA A. GRANT/#413703
				\$9.20	IND.-CASE#00023/W.KERR/#413742
				\$7.80	IND.-CASE#00023/W.KERR/#413743
9364	11/24/86	HOWARD CLIFTON	\$210.00	\$210.00	NOVEMBER '86 OFFICE EXPENSE
9365	11/24/86	J. L. FENLAW, M.D.	\$569.00	\$569.00	NOVEMBER '86 HEALTH UNIT DIR. EXPENSE
9366	11/24/86	J. M. UPHOLSTERY	\$35.00	\$35.00	PCT#2-CO. TRUCK/SEAT SPRINGS REPAIR & WELDED
9367	11/24/86	J. R. MARTINDALE	\$75.00	\$75.00	PCT#3-(5) HRS. @ \$12.50 (EA)/MOTOR GRADER
9368	11/24/86	JACK P. KIRBY, M.D.	\$350.43	\$38.12	IND.-GORDON GILBERT/OFFICE VISIT
				\$14.24	IND.-GORDON GILBERT/OFFICE VISIT
				\$39.33	IND.-ROSIE STOKER/OFFICE VISIT & LAB
				\$112.95	IND.-CHRIS RIEGER/OFFICE VISIT, LAB, & X-RAY
				\$20.16	IND.-ELIZA GRANT/OFFICE VISIT
				\$47.03	IND.-LISA BUCKENDORF/OFF. VISIT & LAB
				\$20.16	IND.-DOYLE EVANS/OFFICE VISIT
				\$20.16	IND.-JEAN EVANS/OFFICE VISIT
				\$38.48	IND.-LISA BUCKENDORF/OFF. VISIT & LAB
9369	11/24/86	JEFFERSON JIMPLECUTE	\$40.60	\$40.60	AD. PROB.-ENVELOPES (1000)
9370	11/24/86	JERRY WATERS	\$17.04	\$17.04	HEALTH-TRAVEL 11/7/86 TYLER-SUPPLIES
9371	11/24/86	JODAC OFFICE SUPPLY	\$13.50	\$13.50	CO. S.-1 WEBSTER'S DICTIONARY
9372	11/24/86	JOE ISONHOOD	\$40.00	\$40.00	PCT#4-BATTERY AND CABLE
9373	11/24/86	JOHN BIBY	\$180.00	\$180.00	C. BLDGS.-CONTRACT LABOR/36 HRS @ \$5/HR
9374	11/24/86	JULIAN V. DEESE, M.D., P.A.	\$38.12	\$38.12	IND.-WENDELL KERR/OFFICE VISIT
9375	11/24/86	LONG MOTOR COMPANY, INC.	\$9.26	\$9.26	CO. S.-ADDITIVE, REPAIR VAC LEAK/#203
9376	11/24/86	MATTHEW BENDER & CO., INC.	\$38.50	\$38.50	D. A.-ACT. #34356000 TX. CRIM. PRAC. GUIDE OCTOBER '86 REVISION RELEASE #12
9377	11/24/86	MEDICAL CENTER HOSPITAL	\$240.00	\$240.00	IND.-C. RIEGER/X-RAY

VOL 28 PG 44D

PRINTED IN U.S.A.

Check #	Date	Vendor	Check Amount	Invoice Amt	Invoice Description
9378	11/24/86	VELDY KEITH	\$113.62	\$113.62	D.A.-TDCAA SEMINAR, ALSTIV/NOV. 12-14'86
9379	11/24/86	MOTOROLA COMMUNICATIONS, INC.	\$146.20	\$146.20	C.JAIL- 2 LIGHTNING SURGE ARRESTORS
9380	11/24/86	MCCLUNG LAW BOOKS, INC	\$45.20	\$45.20	D.A.-JURY CHRG/TX CRIM PRAC/'87 ED.
9381	11/24/86	NAPPS HEATING & AIR CONDITION	\$2,622.60	\$2,622.60	BLDG.MAINT.-MAIN A/C COMPRESSOR/PARTS & LABOR
9382	11/24/86	PARA-RESCUE	\$75.00	\$75.00	CO. JAIL-MICHAEL HILTON/E. R. @ HOSPITAL
9383	11/24/86	DAFFERSON PLUMBING	\$3,220.41	\$3,220.41	ROCK BLDG.-COMODES, LAVATORY, WATER F.
9384	11/24/86	PEEBLES LUMBER COMPANY	\$12.00	\$12.00	PCT#2-#15437 (2) 2X12X10 R.-DWD. 40'
9385	11/24/86	PERRY BROTHERS, INC.	\$3.44	\$3.44	JUV. PROB.-INDEX CARDS
9386	11/24/86	PHILLIPS PETROLEUM COMPANY	\$33.45	\$33.45	CO. S.-ACCT. 4699-268-475-0 GAS
9387	11/24/86	QUILL CORPORATION	\$227.55	\$188.47	INV. CONTROL-PENS, RIBBONS, CALENDARS, & PENCILS
				\$19.09	D.A.&IND.-STAPLER, TAPE DISP. CALENDAR, FILE & CARDS
9388	11/24/86	R.E. "BOB" CROWDER	\$210.00	\$210.00	NOVEMBER '86 OFFICE EXPENSE
9389	11/24/86	RON'S TIRE SERVICE	\$134.00	\$7.00	PCT#4-FIXED FLAT
				\$15.00	PCT#4-REPAIR TRACTOR TIRE
				\$4.00	PCT#3-FIXED FLAT
				\$96.00	PCT#3-REPAIR (8) TRUCK TIRES
				\$12.00	PCT#3-FLAT REPAIRED
9390	11/24/86	SANDY LIVENGOOD	\$250.00	\$250.00	CO. CT.-CASE#17,830/LELIA D. SOUTHERN
9391	11/24/86	SHEPARD'S MCGRAW-HILL	\$181.00	\$181.00	LAW LIB.-1 TX CITATIONS/CUMM. SUPP.
9392	11/24/86	SKAGGS RUBBER COMPANY	\$385.15	\$161.55	PCT#1-9 SAFETY 2-PIECE RAINSUITS
				\$143.60	PCT#2-(8) SAFETY 2-PIECE RAINSUITS
9393	11/24/86	SOUTHWESTERN BELL TELEPHONE	\$3.25	\$3.05	D. CT.-#214 106 2236 2.8 11/01/86 BILL
9394	11/24/86	SOUTHWESTERN ELECTRIC POWER CO	\$394.77	\$10.00	PORTER. BLDG.-#076309077022/NOV. '86 BILL
				\$159.42	R. BLDG.-#086310042022/NOV. '86 BILLING
				\$78.65	OLD. LIB/#086310192017/NOV. '85 BILLING
				\$81.74	R. BLDG.-#086310041016/NOV. '86 BILLING
				\$534.95	NEW. LIB/#086310192512/NOV. '85 BILLING
9395	11/24/86	STRONG PHARMACY	\$15.60	\$15.60	IND-NICKIE VAN ZANDT/#425424 PRESCRIPTION
9396	11/24/86	TEXACO INC.	\$274.32	\$274.32	CO. S.-GAS, OIL, PARTS, & LABOR
9397	11/24/86	TEXAS ASSOC. OF CO. AUDITORS	\$50.00	\$50.00	CO. AUD-DUES 86-87/AUD. ASST/ITACA PEN
9398	11/24/86	TEXAS ASSOC. OF COUNTIES	\$1,090.00	\$1,090.00	MON. DEPT-UPS-LR CO. MEMBERSHIP DUES '87

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VOL 28 PG 441





**TO: PAYROLL DEPARTMENT**

VOL 28 PG 444

PLEASE ENTER THE FOLLOWING CHANGE(S) IN YOUR RECORDS TO TAKE

EFFECT 11-16-86  
(DATE & TIME)  
 EMPLOYEE STANLEY JENKINS  
 SOCIAL SECURITY NO 461 56 5545 CLOCK NO. \_\_\_\_\_

**THE CHANGE(S)**

<input checked="" type="checkbox"/> CHECK ALL APPLICABLE BOXES	FROM	TO
<input type="checkbox"/> DEPARTMENT		
<input type="checkbox"/> JOB		
<input type="checkbox"/> SHIFT		
<input checked="" type="checkbox"/> RATE		<sup>12-9</sup> 1212.10
<input type="checkbox"/>		

**REASON FOR THE CHANGE(S)**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> HIRED | <input type="checkbox"/> PROBATIONARY PERIOD COMPLETED |
| <input type="checkbox"/> RE-HIRED         | <input type="checkbox"/> LENGTH OF SERVICE INCREASE    |
| <input type="checkbox"/> PROMOTION        | <input type="checkbox"/> RE-EVALUATION OF EXISTING JOB |
| <input type="checkbox"/> DEMOTION         | <input type="checkbox"/> RESIGNATION                   |
| <input type="checkbox"/> TRANSFER         | <input type="checkbox"/> RETIREMENT                    |
| <input type="checkbox"/> MERIT INCREASE   | <input type="checkbox"/> LAYOFF                        |
| <input type="checkbox"/> UNION SCALE      | <input type="checkbox"/> DISCHARGE                     |

LEAVE OF ABSENCE FROM \_\_\_\_\_ (DATE) UNTIL \_\_\_\_\_ (DATE)

OTHER (EXPLAIN) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

CHANGE AUTHORIZED BY *[Signature]* DATE 11-14-86

CHANGE APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_

## 1987-88 ADVERTISING PROPOSAL

2 years	50,000 Brochures	\$3305.00
1 year	1/4 pg. Ad (East TX Vacation Guide)	856.00
1 year	Key Point Distribution	188.00
1 year	Dallas Sport Show (9000 pieces)	<u>175.00</u>
		\$4524.00

Chamber of Commerce/Yamboree Assoc.	\$2262.00
City of Gilmer	1131.00
Upshur County	<u>1131.00</u>
	\$4524.00

*Mona  
Bryant*

1987-88 ADVERTISING PROPOSAL

2 years	50,000 Brochures	\$3305.00
1 year	1/4 pg. Ad (East Texas Vacation Guide)	856.00
1 year	Key Point Distribution	188.00
1 year	Dallas Sport Show (9000 pieces)	<u>175.00</u>
		\$4524.00
-----		
Chamber of Commerce/Yamboree Assoc.		\$1131.00
City of Gilmer		1131.00
Upshur County		1131.00
Industrial Foundation		<u>1131.00</u>
		\$4524.00

*Approved*  
*11-24-86*

TO: PAYROLL DEPARTMENT  
CONTRACT LABOR VOL 28 PG 447

PLEASE ENTER THE FOLLOWING CHANGE(S) IN YOUR RECORDS TO TAKE

EFFECT 12-1-86  
(DATE & TIME)

EMPLOYEE STEVIE CARDEN

SOCIAL SECURITY NO \_\_\_\_\_ CLOCK NO \_\_\_\_\_

**THE CHANGE(S)**

<input checked="" type="checkbox"/> CHECK ALL APPLICABLE BOXES	FROM	TO
<input type="checkbox"/> DEPARTMENT		
<input type="checkbox"/> JOB		
<input type="checkbox"/> SHIFT		
<input checked="" type="checkbox"/> RATE		*100 per MONTH
<input type="checkbox"/>		

**REASON FOR THE CHANGE(S)**

- HIRED
- RE-HIRED
- PROMOTION
- DEMOTION
- TRANSFER
- MERIT INCREASE
- UNION SCALE
- PROBATIONARY PERIOD COMPLETED
- LENGTH OF SERVICE INCREASE
- RE-EVALUATION OF EXISTING JOB
- RESIGNATION
- RETIREMENT
- LAYOFF
- DISCHARGE

LEAVE OF ABSENCE FROM \_\_\_\_\_ UNTIL \_\_\_\_\_  
(DATE) (DATE)

OTHER (EXPLAIN) CONTRACT LABOR TO  
CLEAN LIBRARY FOR \$100 per MONTH

CHANGE AUTHORIZED BY Joyce Morrison DATE 11-24-86

CHANGE APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_

**SOUTHWEST SPACESAVER SYSTEMS**

11151 Shady Trail  
Dallas, Texas 75229  
(214) 241-3652



**District Clerk's Office Mobile Shelving System**

Full system cost, supplied, delivered and installed as follows:

materials.....\$ 5,624.09 add tax if applicable  
freight.....\$ 889.53  
installation.....\$ 1,200.00

Total cost.....\$ 7,713.62

cost of one double faced carriage with shelving:

materials.....\$ 2,100.59  
freight.....\$ 150.00  
installation. ....\$ 300.00

Total cost.....\$ 2,550.59

The full system with carpet tiles from our standard selection please add \$439.06

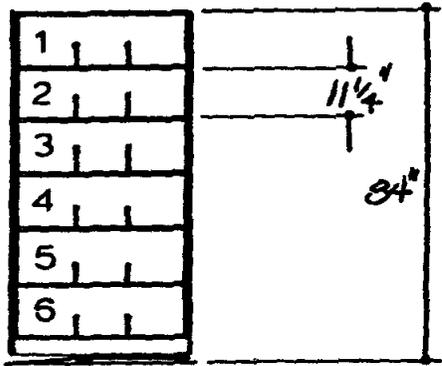
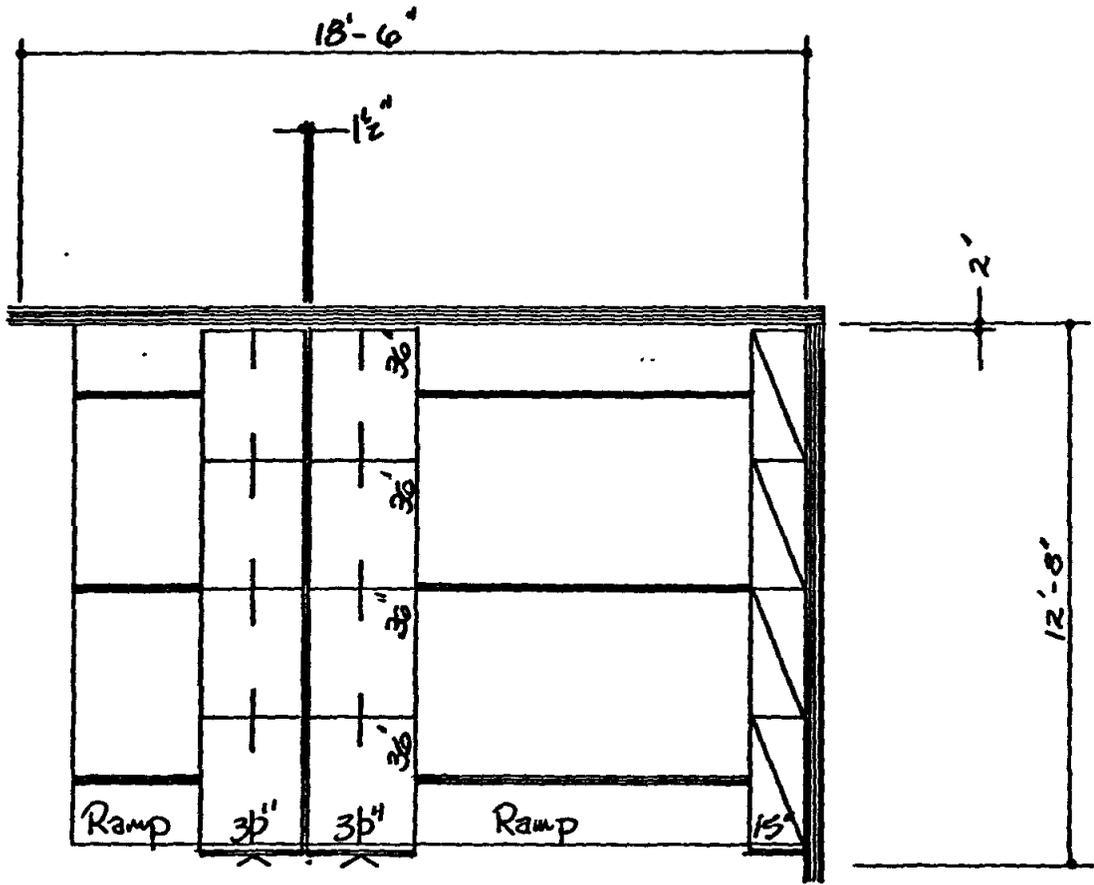
This is a Spacesaver Model S2MA mechanically assisted movement system. A specification sheet with full details is attached. Also, a specification sheet of the shelving is attached for your review.

Warranty: 3 years on all parts and labor.  
Terms: net 30 days.  
Delivery: 10 weeks from approval.

Please see attached drawing # 2602 Rev 3 for illustration of the total system as priced.

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Elevation  
(N.T.S)

Floor Plan

**Southwest Spacesaver Systems**  
 11151 Shady Trail Space efficiency is our business.  
 Dallas, Texas 75229 214/241-3652

PROJECT: District Clerk, Upshur County  
 LOCATION: Gilmer, Tx.

DATE: 11-18-86  
 SCALE: 1/4" = 1'-0"

DWG. NO: 2602  
 BY: C.A. Mendez

REV  
 3

**SOUTHWEST SPACESAVER SYSTEMS**

11151 Shady Trail  
Dallas, Texas 75229  
(214) 241-3652



**Sheriff's Office Mobile Shelving System**

Full system cost, supplied, delivered and installed as follows:

materials.....	\$ 3,577.75	add tax if applicable
freight.....	\$ 557.89	
installation.....	\$ 680.00	

Total cost..... 4,815.64

cost of one double faced carriage with shelving:

materials.....	\$ 871.66
freight.....	\$ 150.00
installation.....	\$ 130.00

Total cost.....\$ 1,151.66

The full system with carpet tiles from our standard selection please add \$326.04

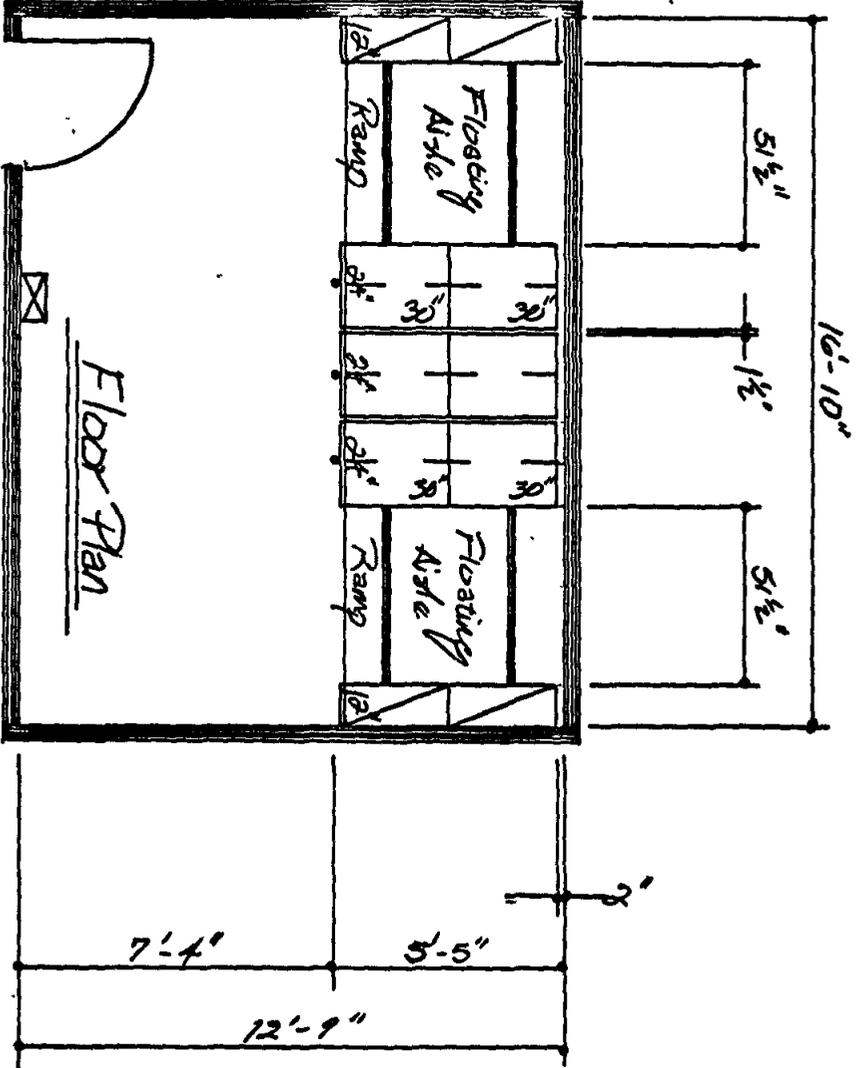
This is a Spacesaver Model S2M manual movement system. A specification sheet with full details is attached. Also, a specification sheet of the shelving is attached for your review.

Warranty: 3 years on all parts and labor.  
Terms: new 30 days.  
Delivery: 10 weeks from approval.

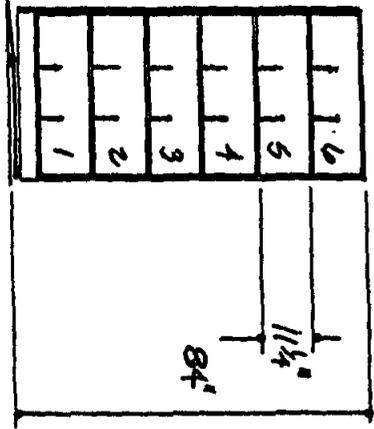
Please see attached drawing #3074 for illustration of the total system as priced.

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VOL 28 PG 451



Floor Plan



Elevation  
 (N.T.S.)

**Southwest Spaceseaver Systems**  
 11151 Shady Trail  
 Dallas, Texas 75229  
 Space efficiency is our business.  
 214/241-3652

PROJECT: <i>Upstair County</i>	DATE: <i>11-17-86</i>	DWG. NO: <i>3014</i>	REV
LOCATION: <i>Smith's Office</i>	SCALE: <i>1/4"=1'-0"</i>	BY: <i>C.A. Moody</i>	

November 20, 1986

County Auditor-Upshur County  
P.O. Box 730  
Gilmer, Texas 75644

Attn: Ms. Wein

Dear Natette,

I am responding to this bid through my new company "Access Wholesale Distributing" because Regional Wholesalers to whom the bid and specifications were sent to are no longer in the "Office Systems" business. They are now a wholesale broker firm that sells wire & cable and electrical products.

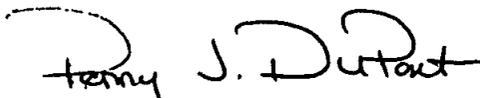
I would appreciate it if you would change your records accordingly so we may be able to bid any future projects that may come up.

Thank You for the opportunity to bid this system for both the district clerks and the sheriff's office. We look forward to working together with you in the future.

Enclosed, please find a certified check for \$750.00 which is just over 5% of the total bid including carpet and specified number of movable carriages.

If you have any questions, please do not hesitate to call any time.

Sincerely,



Penny DuPont

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 SOUTHWEST SPACESAVER SYSTEMS

Signed by [Signature] Vice President  
(Sign name in writing) (Title)

Address: 11151 SHADY TRAIL, DALLAS, TEXAS 75229  
(Zip Code)

Telephone No. 214/241-3652 Date November 21, 1986

AFFIDAVIT

STATE OF TEXAS  
COUNTY OF

Before me the undersigned authority on this the 21st  
day of November, 1986, personally appeared  
[Signature] who being duly  
sworn deposes and says that he signed the above instrument  
for the purposes and considerations herein expressed.

(SEAL) [Signature]  
Notary Public in and for [Signature] County, Texas  
My commission expires 1/17/89

Note: Bids not notarized will not be considered.

SPECIFICATIONS FOR DISTRICT CLERK

**Mechanical assist Filing System**

Tracking system capable to expand to 12,000 filing inches

Shelving to support 5,500 filing inches with growth ability

Legal sized shelving 12' Wide MAXIMUM HEIGHT 84"

(1) Stationary single carriage and (2) Moveable double carriages

Bid with and without carpet

Each double carriage bid seperately

Specifications of material components required for tracks, wheel assemble, carriage, shelving must be included with each bid. Manufacturer of shelving must be stated in bid. End panels and canopies included.

Shelving shall consist of no less than 12 gauge steel in an all-welded unitized construction. Inferior materials & designs such as wood, aluminum, or bolt together carriages are not acceptable.

Shelving to be AURORA STEEL PRODUCTS or equal

Track is to be 5/8" wide cold rolled steel bar installed directly to concrete base floor, leveled shimmed, and grouted.

Price shall be bid to include freight, delivery, and installation. Guarantee of installation and materials should be stated.

Any deviations from the specifications must be clearly stated.

SPECIFICATIONS FOR SHERIFF'S OFFICE

Hand-Controlled Filing System

Capacity to hold 2,500 to 3,000 filing inches

Letter sized shelving (2) 30" sections MAXIMUM HEIGHT 84"

(2) Stationary single carriages and (3) Moveable double carriages

12 gauge steel

Bid with and without carpet - if necessary

Each double carriage bid seperately

Specifications of material components required for tracks, wheel assembly, carriage, shelving must be included with each bid. Manufacturer of shelving must be stated in bid.

Shelving shall consist of no less than 12 gauge steel in an all-welded unitized construction. Inferior materials & designs such as wood, aluminum, or bolt together carriages are not acceptable.

Shelving to be AURORA STEEL PRODUCTS or equal

---

Price shall be bid to include freight, delivery, and installation. Guarantee of installation and materials should be stated.

Any deviations from the specifications must be clearly stated.

VOL 28 PG 456 ACCESS SYSTEMS

17483 Village Green Dr. • Houston, Texas 77040  
(713) 896-9982

**BID FOR: DISTRICT CLERK, MECHANICAL ASSIST FILING SYSTEM**

57' (3 tracks @ 19' ea.) lo-profile track.....\$1,037.40  
1 ea. #FC2000 (stationary carriage 15" x 12')...\$1,202.91  
2 ea. #AG6600 (mechanical assist 30" x 12').....\$2,529.27 (EACH)  
(price of both carriages:.....\$5,058.54  
26 sq. yds. carpet (installed).....\$ 455.00

Additional Double Face Carriage for future expansion w/  
shelving, freight, installation.....\$2,529.27  
(if ordered w/ initial order, price may increase as of 1/1/87)

Shelving Quoted: AURORA STEEL PRODUCTS

Mobile System: ADVANCE MANUFACTURING

Shelving to be 76" High x 36" Wide x 15" or 30" Deep, each  
section to have 7 slotted shelves, & 1 canopy top, w/ 3 dividers  
per single face opening.

Total Linear Filing Inches (LFI) per single face carriage: 1008 LFI  
Total Linear Filing Inches " per double face carriage: 2016 LFI

1 Single Face carriage, & 2 Double Face carriages provide 5040 LFI

Total Capacity allowed for expansion: 2 SF Carriages, & 5 DF  
carriages w/ a 38" floating aisle on 19' of track to provide a  
total of: 12,096 LFI

All prices include: equipment, freight, delivery, & installation

Approximate Delivery: 10-12 weeks ARO

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 Access Wholesale Distributing, Inc.

Signed by [Signature] President  
(Sign name in writing) (Title)

Address: 17483 Village Green Dr - Houston, TX 77040  
(Zip Code)

Telephone No. (713) 896-9982 Date Nov 19, 1986

AFFIDAVIT

STATE OF TEXAS  
COUNTY OF

Before me the undersigned authority on this the 19th  
day of November, 1986, personally appeared  
Jon MacMay who being duly  
sworn deposes and says that he signed the above instrument  
for the purposes and considerations herein expressed.

(SEAL) [Signature] - Harris County  
Notary Public in and for Harris County, Texas  
My commission expires 01-09-89

Note: Bids not notarized will not be considered.

**ACCESS SYSTEMS**

17483 Village Green Dr. • Houston, Texas 77040  
(713) 896-9982

**BID FOR: SHERIFF'S OFFICE, HAND-CONTROLLED FILING SYSTEM**

33½' (2 tracks @ 16'8" ea) lo-profile track.....\$ 618.80  
2 each FC2000 (stationary carriage's 12" x 5').....\$ 948.34 (EACH)  
(price for both carriages:.....\$1,896.68  
3 each AG6700 (manual carriages, 24" x 5').....\$1,486.89 (EACH)  
(price for 3 carriages).....\$4,460.67  
12 sq. yds. carpet, (installed).....\$ 210.00  
Additional Double Face Carriage w/ shelving, freight, & install-  
ation .....\$1,486.89  
(if ordered w/ initial order, price may increase as of 1/1/87)

Shelving Quoted: FEI, (FILING EQUIPMENT INC.)

**Mobile System: ADVANCE MANUFACTURING**

Since Aurora Steel Products does not manufacture a 30" wide shelf as called for in your drawing, we have quoted FEI because they manufacture a 24" wide shelf filing unit that can be used with a standard 36" wide shelf to give you the desired length of 5 foot on your carriage.

Shelving height to be 79" high w/ 7 levels of filing w/ closed canopy tops & end panels. Each 36" wide shelf to have 5 adjustable dividers per shelf, and each 24" wide section to have 3 adjustable dividers per shelf.

Total Linear Filing Inches (LFI) per SF carriage: 420 LFI x 2 carriages = 840 LFI,  
Total LFI per DF carriage: 840, x 3 carriages = 2520 to give you a total of 3360 LFI if ordered as per drawing,

Total capacity allowed for future expansion : 1 additional Double Face Carriage to maximize track & have a 38" aisle, and a total of 4,200 LFI

All prices included: equipment, freight, delivery & installation.

Approximate Delivery: 10 - 12 weeks ARO

SPECIFICATIONS FOR SHERIFF'S OFFICE

Hand-Controlled Filing System

Capacity to hold 2,500 to 3,000 filing inches

Letter sized shelving (2) 30" sections MAXIMUM HEIGHT 84"

(2) Stationary single carriages and (3) Moveable double carriages  
12 gauge steel

Bid with and without carpet - if necessary

Each double carriage bid seperately

Specifications of material components required for tracks, wheel assembly, carriage, shelving must be included with each bid. Manufacturer of shelving must be stated in bid.

Shelving shall consist of no less than 12 gauge steel in an all-welded unitized construction. Inferior materials & designs such as wood, aluminum, or bolt together carriages are not acceptable.

Shelving to be AURORA STEEL PRODUCTS or equal

Price shall be bid to include freight, delivery, and installation. Guarantee of installation and materials should be stated.

Any deviations from the specifications must be clearly stated.

TAB deviation (2) 36" units in place of 30" units. O.K.'d via Ms. Wein.

November 24, 1986

Dear Judge Dean & Upshur County Commissioners:

I would like to thank you for allowing TAB to bid on the two mobile storage filing systems now up for bid in Upshur County. (

I would like at this time to offer an alternate proposal for the Sheriff's Office in addition to our original bid. The original bid falls in compliance with the bid specs on amounts of equipment. I found the equipment called for in the bid to house 456 filing inches in excess of the maximum required. With this in mind, I found it possible to install the full measure of track yet leave one of the stationary carriages off of the end of the track. With the addition of a pair of rail stops at a cost of \$21.42, the travel length of the track can be shortened. The stops can be moved down as need requires more equipment. This will allow the system to grow as necessary. The removal of the stationary carriage and shelves at a cost of \$821.00 from the \$7,599.44 bid will allow the maximum filing inches required at the cost of \$6,778.44.

I feel this change will in no way change the scope of the utility of the system only delay purchase of equipment until it is needed.

The bid bond required by the county will be supplied by TAB products, the manufacturer of the equipment, upon the acceptance of the bid proposal (this was agreeable by phone conversation with Nannette Wien, Upshur County Auditor). The installation and warranty are also supplied by the manufacturer (copy of warranty enclosed).

Gentlemen, again I thank you for allowing me to bid on these systems.

Sincerely,



RANDY LEE SIMCOX  
Representative TAB PRODUCTS/J & P SALES

RLS:ps

Enclosures

UPSHUR COUNTY SHERIFF'S FILE ROOM

Our proposed filing equipment, as shown on the attached floor plan, will consist of the following Tab-Trac movable system.

**TAB-TRAC SYSTEM**

A 16'10" x 6'3" manual assist movable Tab-Trac system with the following carriages.

1. Two (2) single faced fixed carriages 6' long x 12" deep. The shelving for these carriages will be two (2) 36" Aurora Steel units 76½" high with six (6) openings for filing. Each of these two carriages will have a total of 432 filing inches.
2. Three (3) double faced movable carriages 6' long x 24" deep. The shelving for these carriages will be two (2) 36" Aurora Steel units 76½" high with six (6) openings for filing. Each of these carriages will have a total of 864 filing inches.



UPSHUR COUNTY SHERIFF'S OFFICE

Tab-Trac with Carpet	\$3,539.06
Tab-Trac without Carpet	3,273.99
Aurora Steel	2,450.38
Freight - Tab-Trac	290.00
Steel	320.00
Installation	1,000.00
TOTAL - with Carpet	\$7,599.44
TOTAL - without Carpet	\$7,334.37

6,778.44

**TAB**  
PRODUCTS CO

REPRESENTED BY  
J & P SALES  
3907 HEARNE  
SHREVEPORT, LOUISIANA 71103  
TELEPHONE (318) 636-1551

VOL 28 PG 462

Separate information required by bid for Upshur County

SHERIFF'S OFFICE:

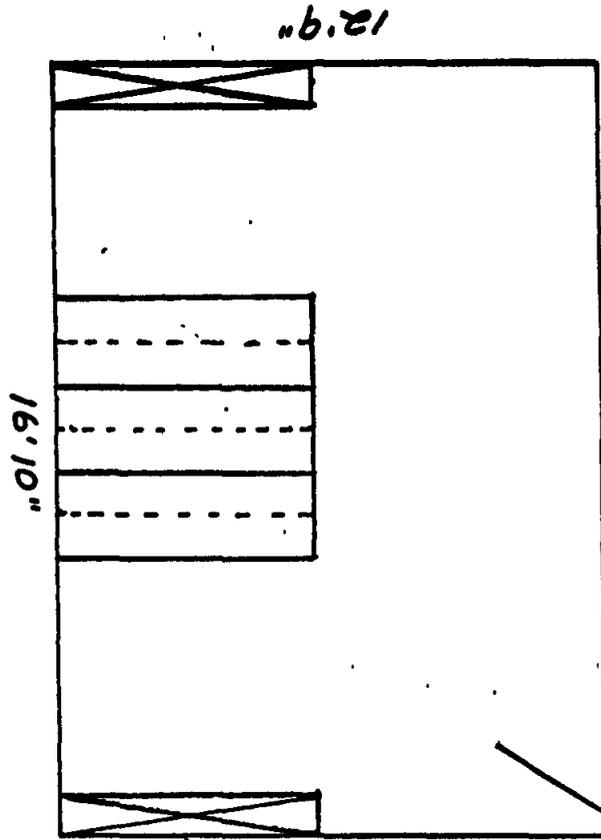
Individual mobile carriage cost double face unit  
72" X 24" ---- less freight \$ 440.00 each

Individual shelving for above mobile carriage  
Shelving 72" X 24" Aurora steel ---- less freight \$ 580.21 each

DISTRICT CLERK:

Individual mobile carriage cost double face unit  
12' X 30" with end panel ---- less freight \$1290.00 each

Individual shelving for above mobile carriage  
Shelving 12' X 30" Aurora steel ---- less freight \$1393.62 each

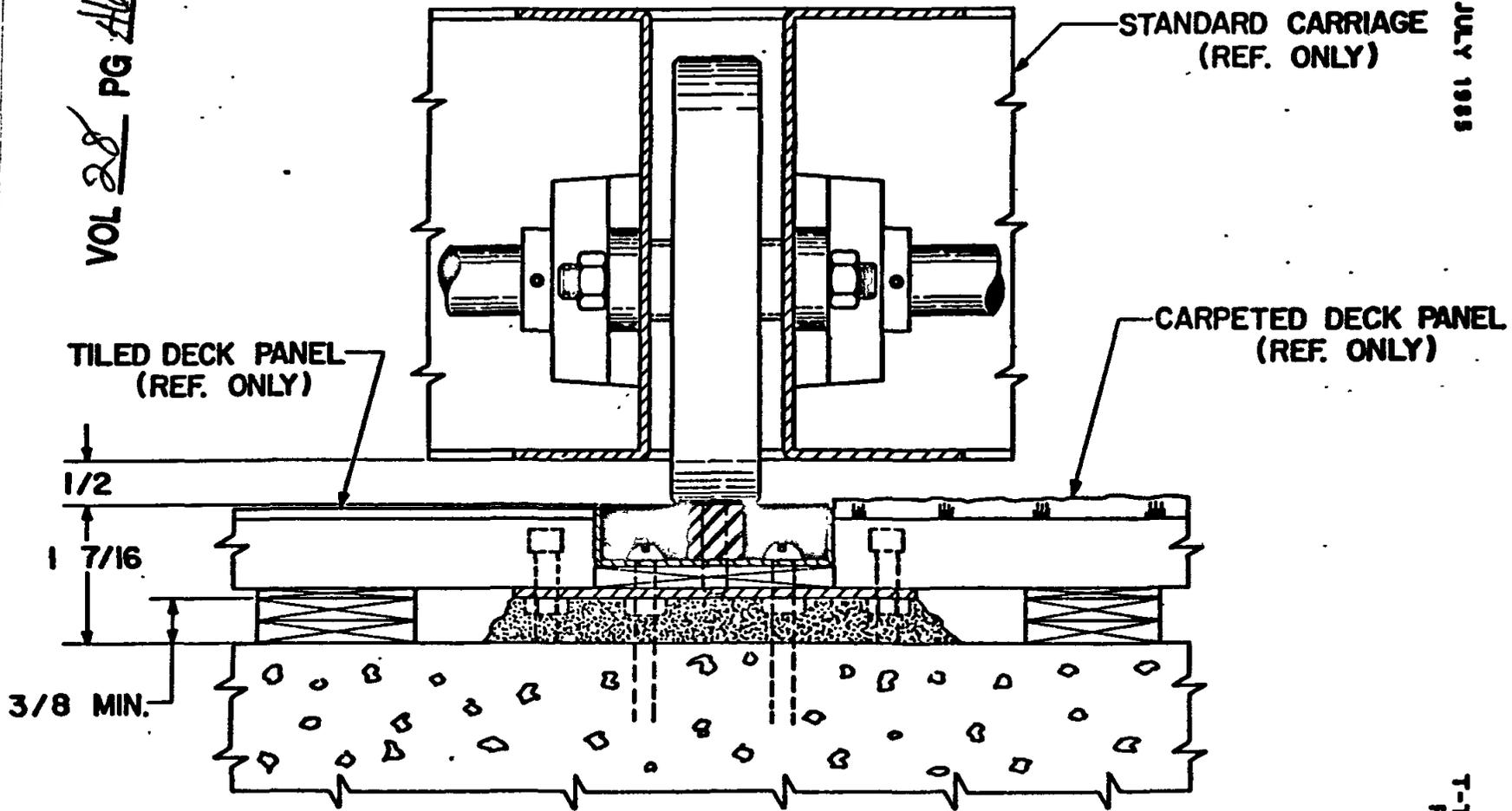


Deleted in alternate bid

UPSHUR COUNTY SHERIFF'S OFFICE  
1/4" = 1'

VOL 28 PG 468

JULY 1988



Type 1  
LOW PROFILE TRACK/RAIL/DECK ASSEMBLY  
WITH LEVELING CAPABILITIES

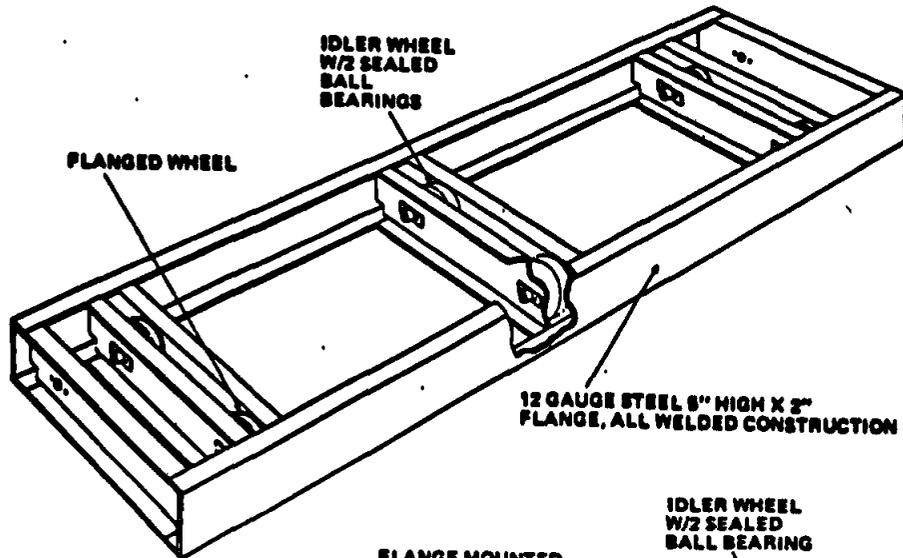
T-T 01-4  
PAGE 9

# TAB - TRAC™ CARRIAGE SECTION

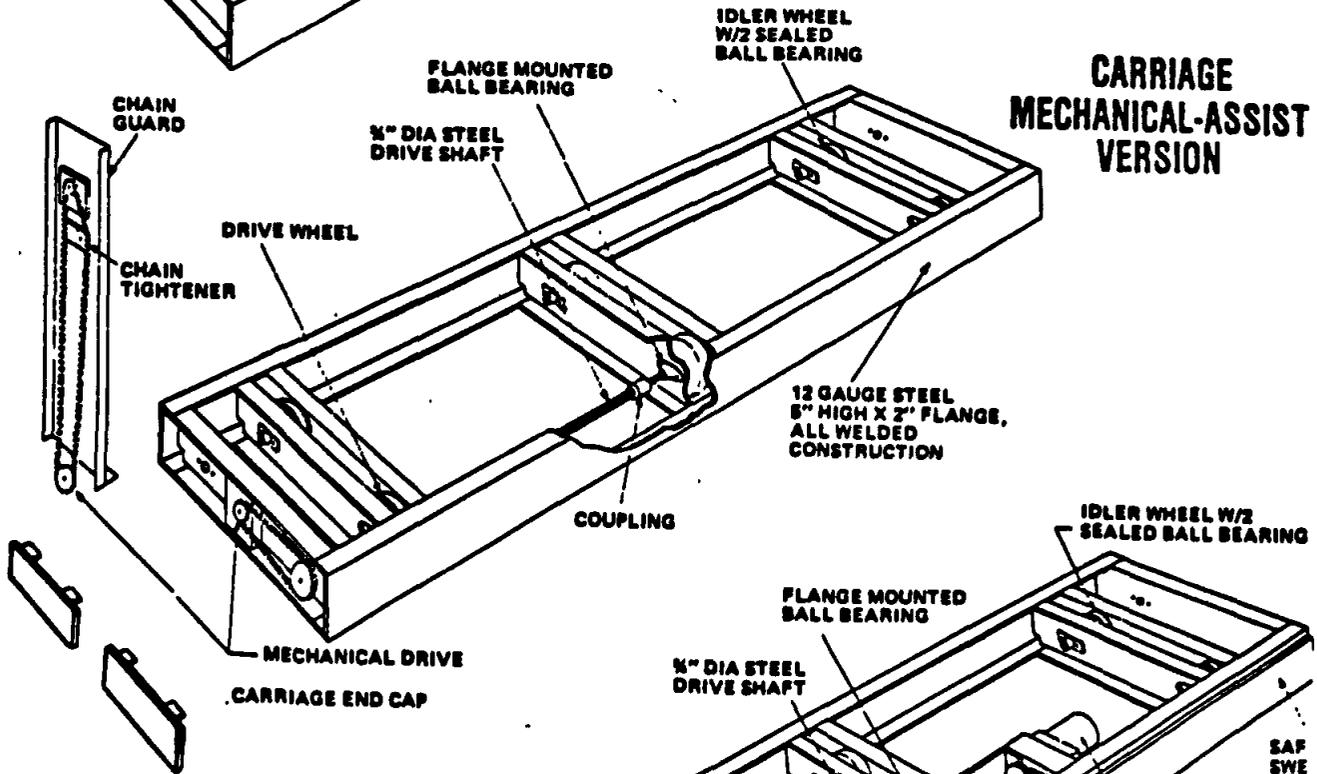
JULY 1985

T-T #1-3  
PAGE 6

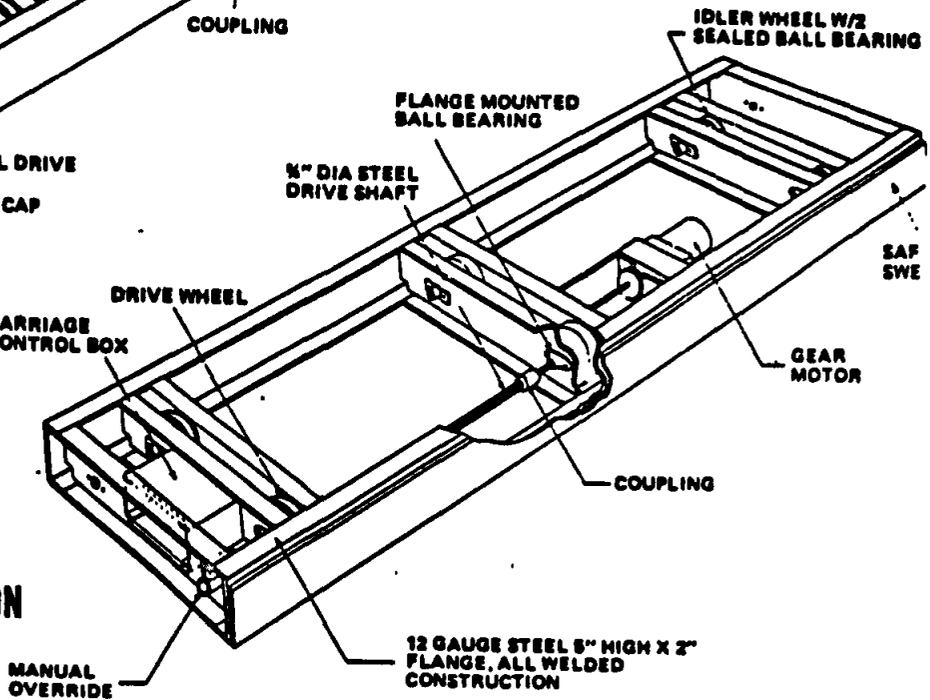
## CARRIAGE MANUAL VERSION



## CARRIAGE MECHANICAL-ASSIST VERSION



## CARRIAGE ELECTRICAL VERSION



# WARRANTY

## TAB-TRAC MOBILE STORAGE SYSTEMS TAB PRODUCTS CO.

TAB will provide the following warranty for Products sold under this Agreement:

TAB warrants that this Product shall be free of defects in materials and workmanship for a period of two (2) years from the completion date of installation of the Product. If the Product is found by TAB to be defective in material and/or workmanship within said warranty period, TAB shall repair or replace, at TAB's option, the nonconforming Product or part thereof, at the customer's facility at no charge to the customer; provided, however, if the Product is found defective in the second year of said warranty period, the customer shall pay to TAB all labor costs incurred by TAB to repair or replace the nonconforming Product or part. The remedies under this warranty are solely and expressly limited to TAB's obligations as stated above. This warranty shall not be effective for any purpose if the Product claimed to be defective has been subjected to misuse, abuse, or unusual stress, or has been damaged by accident, neglect, or other causes not arising from defects in materials or workmanship.

THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR VERBAL, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL TAB BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING LOSS OF PROFITS, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE PRODUCT.

TAB PRODUCTS COMPANY  
2690 MANOVER STREET  
PALO ALTO, CA 94304  
TEL: (415) 493-8790

\_\_\_\_\_  
TAB OFFICE

\_\_\_\_\_  
MANAGER

\_\_\_\_\_  
DATE

SPECIFICATIONS FOR DISTRICT CLERK

Mechanical assist Filing System

Tracking system capable to expand to 12,000 filing inches

Shelving to support 5,500 filing inches with growth ability

Legal sized shelving 12' Wide MAXIMUM HEIGHT 84"

(1) Stationary single carriage and (2) Moveable double carriages

Bid with and without carpet

Each double carriage bid seperately

Specifications of material components required for tracks, wheel assemble, carriage, shelving must be included with each bid. Manufacturer of shelving must be stated in bid. End panels and canopies included.

Shelving shall consist of no less than 12 gauge steel in an all-welded unitized construction. Inferior materials & designs such as wood, aluminum, or bolt together carriages are not acceptable.

Shelving to be AURORA STEEL PRODUCTS or equal

Track is to be 5/8" wide cold rolled steel bar installed directly to concrete base floor, leveled shimmed, and grouted.

Price shall be bid to include freight, delivery, and installation. Guarantee of installation and materials should be stated.

Any deviations from the specifications must be clearly stated.

NO DEVIATIONS.

DISTRICT CLERK FILE ROOM

Our proposed filing equipment, as shown on the attached floor plan, will consist of the following Tab-Trac movable system.

**TAB-TRAC SYSTEM:**

A 21'6" x 12'3" mechanical assist movable Tab-Trac system with the following carriages.

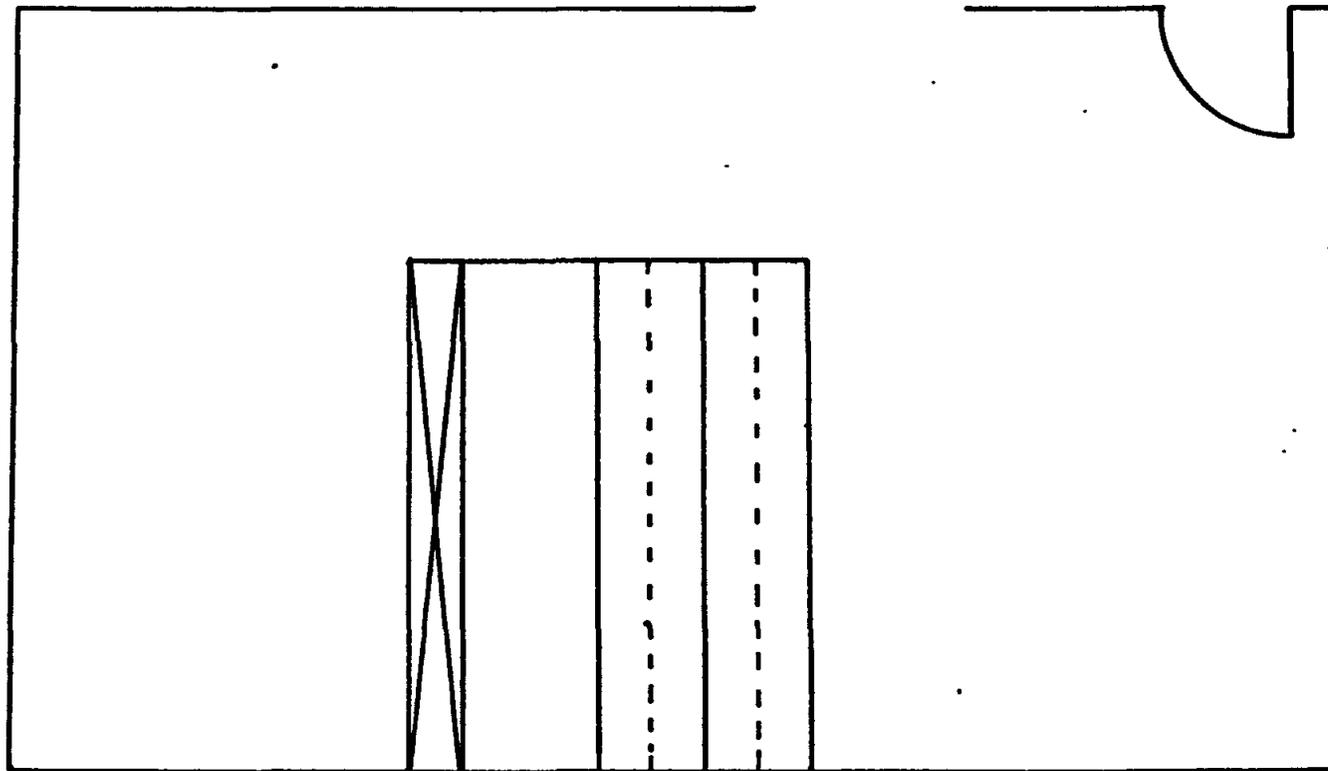
1. One single faced fixed carriage 12' long x 15" deep. The shelving for this carriage will be three (3) 48" Aurora Steel units 76½" high with seven (7) openings for filing. This carriage will have a total of 1,008 filing inches.
2. Two (2) double faced movable carriages 12' long x 30" deep. The shelving for these carriages will be three (3) 48" Aurora Steel units 76½" high with seven (7) opening for filing. Each of these carriages will have 2,016 filing inches.

UPSHUR COUNTY DISTRICT CLERK'S OFFICE

Tab-Trac with Carpet	\$5,390.54
Tab-Trac without Carpet	4,726.34
Aurora Steel	3,976.89
Freight - Tab-Trac	500.00
Aurora Steel	550.00
Installation	1,200.00
TOTAL - with Carpet	\$11,617.43
TOTAL - without Carpet	\$10,953.23

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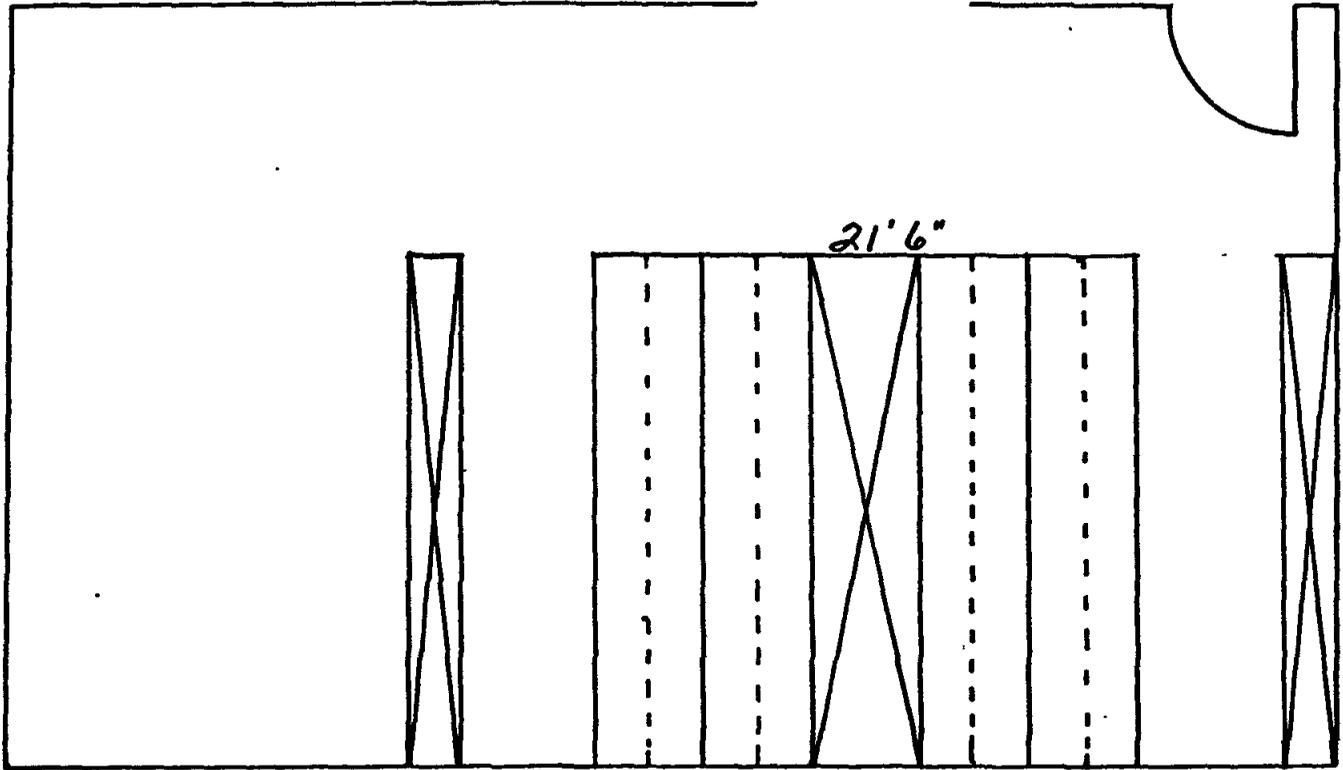
17'10"



30'10"

UPSHUR COUNTY DISTRICT CLERK'S OFFICE		
SCALE: $\frac{1}{4}'' = 1'$	APPROVED BY:	DRAWN BY
DATE:		REVISED
		DRAWING NUMBER

System components bidded at this time.



17'10"

21'6"

30'10"

VOL 28 PG 472

Track bidden has potential of this amount of equipment.

UPSHUR COUNTY DISTRICT CLERK'S OFFICE		
SCALE: 1/4" = 1'	APPROVED BY:	DRAWN BY
DATE:		REVISED
		DRAWING NUMBER

PERMIT APPLICATION FOR  
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 7  
DATE Nov. 10, 1986

Formal notice is hereby given that William Holeman  
whose principal address is Rt. 2 Box 168M, Gladewater, Texas 75647  
does propose to place a culvert installation  
within the ROW of County Road Pheasant Trail  
as follows:

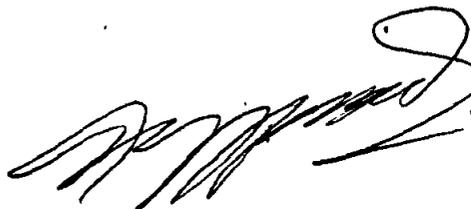
734-4844

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 \_\_\_\_\_

PERMIT APPLICATION FOR  
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 1  
DATE Nov. 13, 1986

Formal notice is hereby given that Malinda Perkins  
whose principal address is Rt. 8 Box 511A, Gilmer, Texas 75644  
does propose to place a culvert installation  
within the ROW of County Road Union Mountain Road  
as follows:

734-5873

The location and description of the proposed lines or  
appurtenances 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 \_\_\_\_\_

PERMIT APPLICATION FOR  
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 3  
DATE Nov. 10, 1986

Formal notice is hereby given that William H. Coyle, Jr.  
whose principal address is 4822 Main Street, Rowlette, Texas 75088  
does propose to place a culvert installation  
within the ROW of County Road Nutmeg Lane  
as follows:  
214-475-3864

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 William H Coyle, Jr

TITLE \_\_\_\_\_

 ADDRESS \_\_\_\_\_

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PERMIT APPLICATION FOR  
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 3  
DATE Nov. 20, 1986

Formal notice is hereby given that John McCoy  
whose principal address is Rt. 2 Box 612, Big Sandy, Texas 75644  
does propose to place a culvert installation  
within the ROW of County Road Almond Road  
as follows:

758-6482

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 \_\_\_\_\_

PERMIT APPLICATION FOR  
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 3  
DATE Nov. 20, 1986

Formal notice is hereby given that Bob Wann  
whose principal address is Rt. 2 Box 448, Big Sandy, Texas 75755  
does propose to place a culvert installation  
within the ROW of County Road White Oak Road  
as follows:

636-4428

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 Bob Wann



TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

PERMIT APPLICATION FOR  
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 3  
DATE November 21, 1986

Formal notice is hereby given that A. C. Turner  
whose principal address is Rt. 3 Box 185, Gilmer, Texas 75644  
does propose to place a culvert installation  
within the ROW of County Road Aspen Trail  
as follows:

734-5656

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 A. C. Turner  
TITLE \_\_\_\_\_  
ADDRESS \_\_\_\_\_

PERMIT APPLICATION FOR  
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 3  
DATE 11-22-86

Formal notice is hereby given that Earl Pichette  
whose principal address is Rt 3 Box 222 Gilmer  
does propose to place a Culvert Inst.  
within the ROW of County Road Pharm Rd  
as follows: 725-6384

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 22 day of 11, 1986.

NAME David L. Lipe

[Signature]  
TITLE \_\_\_\_\_  
ADDRESS \_\_\_\_\_

PERMIT APPLICATION FOR  
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 1  
DATE November 21, 1986

Formal notice is hereby given that Glenwood Water Supply, Corp.  
whose principal address is \_\_\_\_\_  
does propose to place a water line  
within the ROW of County Road Penguin Road  
as follows:

The location and description of the proposed lines or appurtenances 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 \_\_\_\_\_

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, VanDusen 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) Holly Lane  
\_\_\_\_\_  
\_\_\_\_\_

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 \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_\_.

Jefferson, Texas  
214-562-1189

Gray Van Dusen  
FIRST PARTY

W. Kyle Bradley

James D. [Signature]  
COUNTY JUDGE

Laddie Lindsay  
COMMISSIONER #1

Law Meadows  
COMMISSIONER #2

David Loyd  
COMMISSIONER #3

[Signature]  
COMMISSIONER #4

SPECIAL ROAD USE AGREEMENT CONTRACT

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

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

1.

First Party agrees to use only that section of  
(describe road) Mulberry, Orange and Lemon Road

---

---

2.

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

3.

First Party agrees to grade, maintain and otherwise  
repair said road using its own equipment, labor and materials,  
if any needed, during the duration of time that First Party  
is removing Logs from its lands located  
in Precinct No. 3, Upshur County.

4.

First Party agrees to put said road back into the  
same condition as it was prior to the commencement of hauling  
operations on the part of First Party.

5.

First Party agrees to post surety bond in the amount of \_\_\_\_\_ to Upshur County Commissioners Court to insure performance of agreement.

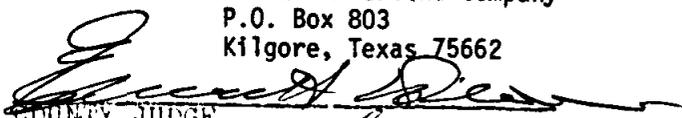
6.

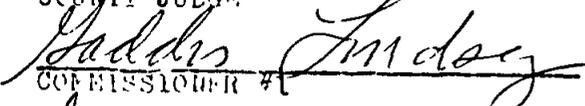
Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S. are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

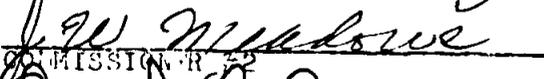
WITNESS our hands this the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_.

Humphry Estate

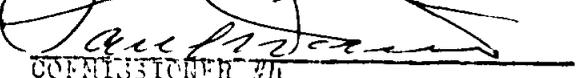
  
FIRST PARTY Texas Timberline Company  
P.O. Box 803  
Kilgore, Texas 75662

  
COUNTY JUDGE

  
COMMISSIONER #1

  
COMMISSIONER #2

  
COMMISSIONER #3

  
COMMISSIONER #4

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, Lasco,  
hereinafter referred to as First Party, enters into and makes  
an agreement with Upshur County Commissioner of Precinct No. 1,  
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. 1, over which Commissioner has jurisdiction  
and obligation to maintain in good repair and both parties  
being aware of possible damage to said roads as a result of  
hauling on and over same enter into the following agreement.

1.

First Party agrees to use only that section of  
(describe road) Silk Tree 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.

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. 1, Upshur County.

4.

First Party agrees to put said road back into the  
same condition as it was prior to the commencement of hauling  
operations on the part of First Party.

5.

First Party agrees to post surety bond in the amount 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 \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_.

*IASCO by [Signature]*  
FIRST PARTY, P.O. Box 29  
Gilmer, Texas 75644

*[Signature]*  
COUNTY JUDGE

*[Signature]*  
COMMISSIONER #1

*[Signature]*  
COMMISSIONER #2

*[Signature]*  
COMMISSIONER #3

*[Signature]*  
COMMISSIONER #4

SPECIAL ROAD USE AGREEMENT CONTRACT

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

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

1.

First Party agrees to use only that section of  
(describe road) Aspen Trail

---

---

2.

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

3.

First Party agrees to grade, maintain and otherwise  
repair said road using its own equipment, labor and materials,  
if any needed, during the duration of time that First Party  
is removing logs from its lands located  
in Precinct No. 3, Upshur County.

4.

First Party agrees to put said road back into 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 \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_\_.

214-938-9221  
Gregg Matatail

Gregg Matatail  
FIRST PARTY Snider Industries  
P.O. Box 688  
Marshall, Texas 75670

James C. ...  
COUNTY JUDGE

James Lindsey  
COMMISSIONER #1

Joe Meadows  
COMMISSIONER #2

David Loyd  
COMMISSIONER #3

Paul ...  
COMMISSIONER #4

Upshur County Health Dept.

BOX 639

GILMER, TEXAS 75644

November 18, 1986

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

RE: Abandoned well owned by Roberta Blasingame, Rt. 2,  
Gilmer, Texas.

Gentlemen:

Due to health as well as safety hazards, our Department  
recommends that the above abandoned water well be filled  
as soon as possible.

Respectfully yours,



JOHNNY MILLER  
Sanitation Inspector II

JM:cs

cc: Paul Davis, Commissioner

Approved  
11-24-86

STATE OF TEXAS

COUNTY OF UPSHUR

For the purpose of receiving a Final Payment of Contract, the following statement is given:

This is to certify that upon receipt of Final Payment in the amount of:

FIFTEEN THOUSAND SIX HUNDRED SEVENTY-EIGHT AND NO/100-----(\$ 15,678.00----- )

Upshur County Commissioners Court has paid us in full for (our contract, extras, and extra work which we performed) (and/or all materials which we furnished) on the project known as Upshur County Justice Center, situated at Gilmer (Upshur County), Texas, owned by Upshur County, Texas and that the undersigned business entity, individual signing for the business entity, or any other business entity associated with or represented by the undersigned business entity or individual has no further claim or claims against said project, construction work, and/or building(s), and furthermore, that no persons, firm, corporation or partnership has a claim against the undersigned business entity and/or individual for labor performed, in any way connected with said project above mentioned, and/or material or supplies or rentals furnished in connection therewith.

We hereby waive any right of lien which we may have, have had, or have, in and by virtue of Mechanic's and Materialmen's Lien Laws of the State of Texas or the Federal Miller Act, on account of labor and/or material, or rentals, furnished by us and placed in or used at or on the above named project.

We hereby certify that we have paid in full for all labor and/or materials and rentals used by us in connection with this work, and that there are no outstanding bills for any of our work on this project nor for any material and/or supplies or rentals furnished or used in connection therewith.

We hereby further bind ourselves in consideration of receiving Final Payment as herein mentioned, to hold the said Upshur County and The R. E. Hable Company, its successors and/or assigns, heirs, executors and administrators, harmless against any person, persons, firm or corporation claiming to have furnished labor and/or material or rental equipment to us, or to any subcontractor employed by us on the above project and/or operation, and agree to indemnify the said Upshur County and The R. E. Hable Company, against all losses, including reasonable attorney's fees, that it may sustain by reason of a breach of this instrument, and/or the labor performed by us on said project, as well as material and supplies furnished by us on said project.

Property referred to is situated in Gilmer, Upshur County, State of Texas, and described as follows:

UPSHUR COUNTY JAIL AND JUSTICE CENTER

Witness: \_\_\_\_\_

TROY RAPP CONCRETE CONTRACTOR

(Company)

Witness: \_\_\_\_\_

By: Troy Rapp President  
(Signature) (Title)

Oct. 28, 1986

(Date)

SWORN TO AND SUBSCRIBED before me on this the 28th day of October, 1986 to certify which witness my hand and seal of office.



JANNETTE WOODS  
Notary Public, State of Texas  
My Commission Expires 11-8-92

Jannette Woods  
Notary Public in and for Upshur County, Texas

My Commission Expires: 11/89

STATE OF TEXAS

COUNTY OF UPSHUR

For the purpose of receiving a Final Payment of Contract, the following statement is given:

This is to certify that upon receipt of Final Payment in the amount of:

FIVE THOUSAND THREE HUNDRED SEVENTY-FOUR AND NO/100-----(\$ 5,374.00-----)

Upshur County Commissioners Court has paid us in full for (our contract, extras, and extra work which we performed) (and/or all materials which we furnished) on the project known as Upshur County Justice Center, situated at Gilmer (Upshur County), Texas, owned by Upshur County, Texas and that the undersigned business entity, individual signing for the business entity, or any other business entity associated with or represented by the undersigned business entity or individual has no further claim or claims against said project, construction work, and/or building(s), and furthermore, that no persons, firm, corporation or partnership has a claim against the undersigned business entity and/or individual for labor performed, in any way connected with said project above mentioned, and/or material or supplies or rentals furnished in connection therewith.

We hereby waive any right of lien which we may have, have had, or have, in and by virtue of Mechanic's and Materialmen's Lien Laws of the State of Texas or the Federal Miller Act, on account of labor and/or material, or rentals, furnished by us and placed in or used at or on the above named project.

We hereby certify that we have paid in full for all labor and/or materials and rentals used by us in connection with this work, and that there are no outstanding bills for any of our work on this project nor for any material and/or supplies or rentals furnished or used in connection therewith.

We hereby further bind ourselves in consideration of receiving Final Payment as herein mentioned, to hold the said Upshur County and The R. E. Hable Company, its successors and/or assigns, heirs, executors and administrators, harmless against any person, persons, firm or corporation claiming to have furnished labor and/or material or rental equipment to us, or to any subcontractor employed by us on the above project and/or operation, and agree to indemnify the said Upshur County and The R. E. Hable Company, against all losses, including reasonable attorney's fees, that it may sustain by reason of a breach of this instrument, and/or the labor performed by us on said project, as well as material and supplies furnished by us on said project.

Property referred to is situated in Gilmer, Upshur County, State of Texas, and described as follows:

UPSHUR COUNTY JAIL AND JUSTICE CENTER

Witness: \_\_\_\_\_

PHILLIPS PAINTING CONTRACTORS, INC.

(Company)

Witness: \_\_\_\_\_

By: [Signature] V.P. (Title)

(Signature)

(Date)

10-28-86

SWORN TO AND SUBSCRIBED before me on this the 28 day of October, 19 86 to certify which witness my hand and seal of office.

Kenneth Boyce  
Notary Public in and for Upshur County, Texas

My Commission Expires: 6-16-89

STATE OF TEXAS

COUNTY OF UPSHUR

For the purpose of receiving a Final Payment of Contract, the following statement is given:

This is to certify that upon receipt of Final Payment in the amount of:

TWELVE THOUSAND EIGHT HUNDRED SIXTY-FIVE AND 50/100-----(\$ 12,865.50----- )

Upshur County Commissioners Court has paid us in full for (our contract, extras, and extra work which we performed) (and/or all materials which we furnished) on the project known as Upshur County Justice Center, situated at Gilmer (Upshur County), Texas, owned by Upshur County, Texas and that the undersigned business entity, individual signing for the business entity, or any other business entity associated with or represented by the undersigned business entity or individual has no further claim or claims against said project, construction work, and/or building(s), and furthermore, that no persons, firm, corporation or partnership has a claim against the undersigned business entity and/or individual for labor performed, in any way connected with said project above mentioned, and/or material or supplies or rentals furnished in connection therewith.

We hereby waive any right of lien which we may have, have had, or have, in and by virtue of Mechanic's and Materialmen's Lien Laws of the State of Texas or the Federal Miller Act, on account of labor and/or material, or rentals, furnished by us and placed in or used at or on the above named project.

We hereby certify that we have paid in full for all labor and/or materials and rentals used by us in connection with this work, and that there are no outstanding bills for any of our work on this project nor for any material and/or supplies or rentals furnished or used in connection therewith.

We hereby further bind ourselves in consideration of receiving Final Payment as herein mentioned, to hold the said Upshur County and The R. E. Hable Company, its successors and/or assigns, heirs, executors and administrators, harmless against any person, persons, firm or corporation claiming to have furnished labor and/or material or rental equipment to us, or to any subcontractor employed by us on the above project and/or operation, and agree to indemnify the said Upshur County and The R. E. Hable Company, against all losses, including reasonable attorney's fees, that it may sustain by reason of a breach of this instrument, and/or the labor performed by us on said project, as well as material and supplies furnished by us on said project.

Property referred to is situated in Gilmer, Upshur County, State of Texas, and described as follows:

~~UPSHUR COUNTY JAIL AND ACCESSORIES~~

Witness: \_\_\_\_\_

RUSH CONSTRUCTION COMPANY

(Company)

Witness: \_\_\_\_\_

By: \_\_\_\_\_

*James J. Rush*  
(Signature) (Title)

(Date)

SWORN TO AND SUBSCRIBED before me on this the 31 day of Oct, 19 86 to certify which witness my hand and seal of office.

*Julia Ann Pace*  
Notary Public in and for UPSHUR County, Texas

My Commission Expires: 3-9-89

COMPLETE RELEASE AND WAIVER OF LIEN

STATE OF TEXAS  
COUNTY OF UPSHUR

For the purpose of receiving a Final Payment of Contract, the following statement is given:

This is to certify that upon receipt of Final Payment in the amount of:  
ONE THOUSAND EIGHTY-EIGHT AND 40/100-----(\$1,088.40) *Ind of 10/26*  
~~ONE THOUSAND TWENTY SEVEN AND 40/100-----(\$ 1,027.40 )~~

Upshur County Commissioners Court has paid us in full for (our contract, extras, and extra work which we performed) (and/or all materials which we furnished) on the project known as Upshur County Justice Center, situated at Gilmer (Upshur County), Texas, owned by Upshur County, Texas and that the undersigned business entity, individual signing for the business entity, or any other business entity associated with or represented by the undersigned business entity or individual has no further claim or claims against said project, construction work, and/or building(s), and furthermore, that no persons, firm, corporation or partnership has a claim against the undersigned business entity and/or individual for labor performed, in any way connected with said project above mentioned, and/or material or supplies or rentals furnished in connection therewith.

We hereby waive any right of lien which we may have, have had, or have, in and by virtue of Mechanic's and Materialmen's Lien Laws of the State of Texas or the Federal Miller Act, on account of labor and/or material, or rentals, furnished by us and placed in or used at or on the above named project.

We hereby certify that we have paid in full for all labor and/or materials and rentals used by us in connection with this work, and that there are no outstanding bills for any of our work on this project nor for any material and/or supplies or rentals furnished or used in connection therewith.

We hereby further bind ourselves in consideration of receiving Final Payment as herein mentioned, to hold the said Upshur County and The R. E. Hable Company, its successors and/or assigns, heirs, executors and administrators, harmless against any person, persons, firm or corporation claiming to have furnished labor and/or material or rental equipment to us, or to any subcontractor employed by us on the above project and/or operation, and agree to indemnify the said Upshur County and The R. E. Hable Company, against all losses, including reasonable attorney's fees, that it may sustain by reason of a breach of this instrument, and/or the labor performed by us on said project, as well as material and supplies furnished by us on said project.

Property referred to is situated in Gilmer, Upshur County, State of Texas, and described as follows:

UPSHUR COUNTY JAIL AND JUSTICE CENTER

Witness: \_\_\_\_\_

W. E. SWORD COMPANY, INC.

(Company)

Witness: \_\_\_\_\_

By: *S. H. Sword*  
(Signature) S. H. SWORD, President (Title)

October 29, 1986  
(Date)

SWORN TO AND SUBSCRIBED before me on this the 29th day of October, 19 86 to certify which witness my hand and seal of office.

*Mary Ann Fielding*  
Notary Public in and for Smith County, Texas

My Commission Expires: 5/28/90

COMPLETE RELEASE AND WAIVER OF LIEN

STATE OF TEXAS  
COUNTY OF UPSHUR

For the purpose of receiving a Final Payment of Contract, the following statement is given:

This is to certify that upon receipt of Final Payment in the amount of:

TWO THOUSAND SIX HUNDRED SEVENTY AND NO/100-----(\$ 2,670.00----- )

Upshur County Commissioners Court has paid us in full for (our contract, extras, and extra work which we performed) (and/or all materials which we furnished) on the project known as Upshur County Justice Center, situated at Gilmer (Upshur County), Texas, owned by Upshur County, Texas and that the undersigned business entity, individual signing for the business entity, or any other business entity associated with or represented by the undersigned business entity or individual has no further claim or claims against said project, construction work, and/or building(s), and furthermore, that no persons, firm, corporation or partnership has a claim against the undersigned business entity and/or individual for labor performed, in any way connected with said project above mentioned, and/or material or supplies or rentals furnished in connection therewith.

We hereby waive any right of lien which we may have, have had, or have, in and by virtue of Mechanic's and Materialmen's Lien Laws of the State of Texas or the Federal Miller Act, on account of labor and/or material, or rentals, furnished by us and placed in or used at or on the above named project.

We hereby certify that we have paid in full for all labor and/or materials and rentals used by us in connection with this work, and that there are no outstanding bills for any of our work on this project nor for any material and/or supplies or rentals furnished or used in connection therewith.

We hereby further bind ourselves in consideration of receiving Final Payment as herein mentioned, to hold the said Upshur County and The R. E. Hable Company, its successors and/or assigns, heirs, executors and administrators, harmless against any person, persons, firm or corporation claiming to have furnished labor and/or material or rental equipment to us, or to any subcontractor employed by us on the above project and/or operation, and agree to indemnify the said Upshur County and The R. E. Hable Company, against all losses, including reasonable attorney's fees, that it may sustain by reason of a breach of this instrument, and/or the labor performed by us on said project, as well as material and supplies furnished by us on said project.

Property referred to is situated in Gilmer, Upshur County, State of Texas, and described as follows:

UPSHUR COUNTY JAIL AND JUSTICE CENTER

Witness: \_\_\_\_\_

ED WARNER CONSTRUCTION, INC.  
\_\_\_\_\_  
(Company)

Witness: \_\_\_\_\_

By: Ed Warner Pres \_\_\_\_\_  
(Signature) (Title)  
11-4-86  
\_\_\_\_\_  
(Date)

SWORN TO AND SUBSCRIBED before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ to certify which witness my hand and seal of office.

Notary Public in and for \_\_\_\_\_ County, Texas  
My Commission Expires: \_\_\_\_\_

COMPLETE RELEASE AND WAIVER OF LIEN

STATE OF TEXAS

VOL 28 PG 495

COUNTY OF UPSHUR

For the purpose of receiving a Final Payment of Contract, the following statement is given:

This is to certify that upon receipt of Final Payment in the amount of:

FOUR THOUSAND SEVEN HUNDRED SIXTY-NINE AND 70/100----- (\$4,769.70----- )

Upshur County Commissioners Court has paid us in full for (our contract, extras, and extra work which we performed) (and/or all materials which we furnished) on the project known as Upshur County Justice Center, situated at Gilmer (Upshur County), Texas, owned by Upshur County, Texas and that the undersigned business entity, individual signing for the business entity, or any other business entity associated with or represented by the undersigned business entity or individual has no further claim or claims against said project, construction work, and/or building(s), and furthermore, that no persons, firm, corporation or partnership has a claim against the undersigned business entity and/or individual for labor performed, in any way connected with said project above mentioned, and/or material or supplies or rentals furnished in connection therewith.

We hereby waive any right of lien which we may have, have had, or have, in and by virtue of Mechanic's and Materialmen's Lien Laws of the State of Texas or the Federal Miller Act, on account of labor and/or material, or rentals, furnished by us and placed in or used at or on the above named project.

We hereby certify that we have paid in full for all labor and/or materials and rentals used by us in connection with this work, and that there are no outstanding bills for any of our work on this project nor for any material and/or supplies or rentals furnished or used in connection therewith.

We hereby further bind ourselves in consideration of receiving Final Payment as herein mentioned, to hold the said Upshur County and The R. E. Hable Company, its successors and/or assigns, heirs, executors and administrators, harmless against any person, persons, firm or corporation claiming to have furnished labor and/or material or rental equipment to us, or to any subcontractor employed by us on the above project and/or operation, and agree to indemnify the said Upshur County and The R. E. Hable Company, against all losses, including reasonable attorney's fees, that it may sustain by reason of a breach of this instrument, and/or the labor performed by us on said project, as well as material and supplies furnished by us on said project.

Property referred to is situated in Gilmer, Upshur County, State of Texas, and described as follows:

UPSHUR COUNTY JAIL AND JUSTICE CENTER

Witness: Mary [Signature]  
Witness: Delia Jackson

KIRBY RESTAURANT SUPPLY CO.  
(Company)  
By: [Signature] [Signature]  
(Signature) (Title)  
10-30-86  
(Date)

SWORN TO AND SUBSCRIBED before me on this the 30 day of Oct, 19 86 to certify which witness my hand and seal of office.

[Signature] [Signature]  
Notary Public in and for Upshur County, Texas  
My Commission Expires: 11-17-89

STATE OF TEXAS

COUNTY OF UPSHUR

For the purpose of receiving a Final Payment of Contract, the following statement is given:

This is to certify that upon receipt of Final Payment in the amount of:

SIX THOUSAND THREE HUNDRED AND NO/100----- (\$6,300.00----- )

Upshur County Commissioners Court has paid us in full for (our contract, extras, and extra work which we performed) (and/or all materials which we furnished) on the project known as Upshur County Justice Center, situated at Gilmer (Upshur County), Texas, owned by Upshur County, Texas and that the undersigned business entity, individual signing for the business entity, or any other business entity associated with or represented by the undersigned business entity or individual has no further claim or claims against said project, construction work, and/or building(s), and furthermore, that no persons, firm, corporation or partnership has a claim against the undersigned business entity and/or individual for labor performed, in any way connected with said project above mentioned, and/or material or supplies or rentals furnished in connection therewith.

We hereby waive any right of lien which we may have, have had, or have, in and by virtue of Mechanic's and Materialmen's Lien Laws of the State of Texas or the Federal Miller Act, on account of labor and/or material, or rentals, furnished by us and placed in or used at or on the above named project.

We hereby certify that we have paid in full for all labor and/or materials and rentals used by us in connection with this work, and that there are no outstanding bills for any of our work on this project nor for any material and/or supplies or rentals furnished or used in connection therewith.

We hereby further bind ourselves in consideration of receiving Final Payment as herein mentioned, to hold the said Upshur County and The R. E. Hable Company, its successors and/or assigns, heirs, executors and administrators, harmless against any person, persons, firm or corporation claiming to have furnished labor and/or material or rental equipment to us, or to any subcontractor employed by us on the above project and/or operation, and agree to indemnify the said Upshur County and The R. E. Hable Company, against all losses, including reasonable attorney's fees, that it may sustain by reason of a breach of this instrument, and/or the labor performed by us on said project, as well as material and supplies furnished by us on said project.

Property referred to is situated in Gilmer, Upshur County, State of Texas, and described as follows:

UPSHUR COUNTY JAIL AND JUSTICE CENTER

Witness: [Signature]

Witness: [Signature]

COMMERCIAL EQUIPMENT COMPANY
(Company)
By: [Signature] [Title]
(Date) 10-28-86

SWORN TO AND SUBSCRIBED before me on this the 28 day of October, 1986 to certify which witness my hand and seal of office.

[Signature]
Notary Public in and for [County] County, Texas
My Commission Expires: [Date]

COMPLETE RELEASE AND WAIVER OF LIEN

VOL 28 PG 492

STATE OF TEXAS

COUNTY OF UPSHUR

For the purpose of receiving a Final Payment of Contract, the following statement is given:

This is to certify that upon receipt of Final Payment in the amount of:

SIX THOUSAND FIVE HUNDRED TEN AND NO/100-----(\$ 6,510.00----- )

Upshur County Commissioners Court has paid us in full for (our contract, extras, and extra work which we performed) (and/or all materials which we furnished) on the project known as Upshur County Justice Center, situated at Gilmer (Upshur County), Texas, owned by Upshur County, Texas and that the undersigned business entity, individual signing for the business entity, or any other business entity associated with or represented by the undersigned business entity or individual has no further claim or claims against said project, construction work, and/or building(s), and furthermore, that no persons, firm, corporation or partnership has a claim against the undersigned business entity and/or individual for labor performed, in any way connected with said project above mentioned, and/or material or supplies or rentals furnished in connection therewith.

We hereby waive any right of lien which we may have, have had, or have, in and by virtue of Mechanic's and Materialmen's Lien Laws of the State of Texas or the Federal Miller Act, on account of labor and/or material, or rentals, furnished by us and placed in or used at or on the above named project.

We hereby certify that we have paid in full for all labor and/or materials and rentals used by us in connection with this work, and that there are no outstanding bills for any of our work on this project nor for any material and/or supplies or rentals furnished or used in connection therewith.

We hereby further bind ourselves in consideration of receiving Final Payment as herein mentioned, to hold the said Upshur County and The R. E. Hable Company, its successors and/or assigns, heirs, executors and administrators, harmless against any person, persons, firm or corporation claiming to have furnished labor and/or material or rental equipment to us, or to any subcontractor employed by us on the above project and/or operation, and agree to indemnify the said Upshur County and The R. E. Hable Company, against all losses, including reasonable attorney's fees, that it may sustain by reason of a breach of this instrument, and/or the labor performed by us on said project, as well as material and supplies furnished by us on said project.

Property referred to is situated in Gilmer, Upshur County, State of Texas, and described as follows:

UPSHUR COUNTY JAIL AND JUSTICE CENTER

Witness: \_\_\_\_\_

AIR MASTERS TEST & BALANCE ENGINEERS

(Company)

Witness: \_\_\_\_\_

By: Alan Fisher PRESIDENT

(Signature)

(Title)

(Date)

Nov 7 1986

SWORN TO AND SUBSCRIBED before me on this the 11 day of NOVEMBER, 1986 to certify which witness my hand and seal of office.

Rodney G. Barre  
RODNEY C. BARRE, Notary Public in and for CADDO PARISH LOUISIANA  
Caddo Parish, Louisiana  
My Commission Expires: AT DEATH

STATE OF TEXAS

COUNTY OF UPSHUR

For the purpose of receiving a Final Payment of Contract, the following statement is given:

This is to certify that upon receipt of Final Payment in the amount of:

TWO THOUSAND FOUR HUNDRED TWENTY-FIVE AND 50/100----- (\$2,425.50----- )

Upshur County Commissioners Court has paid us in full for (our contract, extras, and extra work which we performed) (and/or all materials which we furnished) on the project known as Upshur County Justice Center, situated at Gilmer (Upshur County), Texas, owned by Upshur County, Texas and that the undersigned business entity, individual signing for the business entity, or any other business entity associated with or represented by the undersigned business entity or individual has no further claim or claims against said project, construction work, and/or building(s), and furthermore, that no persons, firm, corporation or partnership has a claim against the undersigned business entity and/or individual for labor performed, in any way connected with said project above mentioned, and/or material or supplies or rentals furnished in connection therewith.

We hereby waive any right of lien which we may have, have had, or have, in and by virtue of Mechanic's and Materialmen's Lien Laws of the State of Texas or the Federal Miller Act, on account of labor and/or material, or rentals, furnished by us and placed in or used at or on the above named project.

We hereby certify that we have paid in full for all labor and/or materials and rentals used by us in connection with this work, and that there are no outstanding bills for any of our work on this project nor for any material and/or supplies or rentals furnished or used in connection therewith.

We hereby further bind ourselves in consideration of receiving Final Payment as herein mentioned, to hold the said Upshur County and The R. E. Hable Company, its successors and/or assigns, heirs, executors and administrators, harmless against any person, persons, firm or corporation claiming to have furnished labor and/or material or rental equipment to us, or to any subcontractor employed by us on the above project and/or operation, and agree to indemnify the said Upshur County and The R. E. Hable Company, against all losses, including reasonable attorney's fees, that it may sustain by reason of a breach of this instrument, and/or the labor performed by us on said project, as well as material and supplies furnished by us on said project.

Property referred to is situated in Gilmer, Upshur County, State of Texas, and described as follows:

UPSHUR COUNTY JAIL AND JUSTICE CENTER

Witness: \_\_\_\_\_

LONGVIEW BUILDING SYSTEMS  
(Company)

Witness: \_\_\_\_\_

By: Mike [Signature] pres  
(Signature) (Title)  
10/29/86  
(Date)

SWORN TO AND SUBSCRIBED before me on this the 29 day of October, 1986 to certify which witness my hand and seal of office.

Kathy [Signature]  
Notary Public in and for Upshur County, Texas  
My Commission Expires: 1-17-90

COMPLETE RELEASE AND WAIVER OF LIEN

VOL 28 PG 499

STATE OF TEXAS

COUNTY OF UPSHUR

For the purpose of receiving a Final Payment of Contract, the following statement is given:

This is to certify that upon receipt of Final Payment in the amount of:

THREE THOUSAND THREE HUNDRED FIFTEEN AND NO/100-----(\$ 3,315.00-----)

Upshur County Commissioners Court has paid us in full for (our contract, extras, and extra work which we performed) (and/or all materials which we furnished) on the project known as Upshur County Justice Center, situated at Gilmer (Upshur County), Texas, owned by Upshur County, Texas and that the undersigned business entity, individual signing for the business entity, or any other business entity associated with or represented by the undersigned business entity or individual has no further claim or claims against said project, construction work, and/or building(s), and furthermore, that no persons, firm, corporation or partnership has a claim against the undersigned business entity and/or individual for labor performed, in any way connected with said project above mentioned, and/or material or supplies or rentals furnished in connection therewith.

We hereby waive any right of lien which we may have, have had, or have, in and by virtue of Mechanic's and Materialmen's Lien Laws of the State of Texas or the Federal Miller Act, on account of labor and/or material, or rentals, furnished by us and placed in or used at or on the above named project.

We hereby certify that we have paid in full for all labor and/or materials and rentals used by us in connection with this work, and that there are no outstanding bills for any of our work on this project nor for any material and/or supplies or rentals furnished or used in connection therewith.

We hereby further bind ourselves in consideration of receiving Final Payment as herein mentioned, to hold the said Upshur County and The R. E. Hable Company, its successors and/or assigns, heirs, executors and administrators, harmless against any person, persons, firm or corporation claiming to have furnished labor and/or material or rental equipment to us, or to any subcontractor employed by us on the above project and/or operation, and agree to indemnify the said Upshur County and The R. E. Hable Company, against all losses, including reasonable attorney's fees, that it may sustain by reason of a breach of this instrument, and/or the labor performed by us on said project, as well as material and supplies furnished by us on said project.

Property referred to is situated in Gilmer, Upshur County, State of Texas, and described as follows:

UPSHUR COUNTY JAIL AND JUSTICE CENTER

Witness: \_\_\_\_\_

PHILLIPS PAINTING CONTRACTORS, INC.

(Company)

Witness: \_\_\_\_\_

By: \_\_\_\_\_

(Signature)

V.P.  
(Title)

(Date)

10-27-86

SWORN TO AND SUBSCRIBED before me on this the 28 day of October, 1986 to certify which witness my hand and seal of office.

Vernette Boyce  
Notary Public in and for Greene County, Texas

My Commission Expires: 6-16-89

**COMPLETE RELEASE AND WAIVER OF LIEN**

**VOL 28 PG 500**

STATE OF TEXAS

COUNTY OF UPSHUR

For the purpose of receiving a Final Payment of Contract, the following statement is given:

This is to certify that upon receipt of Final Payment in the amount of:

**THREE THOUSAND THREE HUNDRED FORTY-SIX AND NO/100----- (\$ 3,346.00----- )**

Upshur County Commissioners Court has paid us in full for (our contract, extras, and extra work which we performed) (and/or all materials which we furnished) on the project known as Upshur County Justice Center, situated at Gilmer (Upshur County), Texas, owned by Upshur County, Texas and that the undersigned business entity, individual signing for the business entity, or any other business entity associated with or represented by the undersigned business entity or individual has no further claim or claims against said project, construction work, and/or building(s), and furthermore, that no persons, firm, corporation or partnership has a claim against the undersigned business entity and/or individual for labor performed, in any way connected with said project above mentioned, and/or material or supplies or rentals furnished in connection therewith.

We hereby waive any right of lien which we may have, have had, or have, in and by virtue of Mechanic's and Materialmen's Lien Laws of the State of Texas or the Federal Miller Act, on account of labor and/or material, or rentals, furnished by us and placed in or used at or on the above named project.

We hereby certify that we have paid in full for all labor and/or materials and rentals used by us in connection with this work, and that there are no outstanding bills for any of our work on this project nor for any material and/or supplies or rentals furnished or used in connection therewith.

We hereby further bind ourselves in consideration of receiving Final Payment as herein mentioned, to hold the said Upshur County and The R. E. Hable Company, its successors and/or assigns, heirs, executors and administrators, harmless against any person, persons, firm or corporation claiming to have furnished labor and/or material or rental equipment to us, or to any subcontractor employed by us on the above project and/or operation, and agree to indemnify the said Upshur County and The R. E. Hable Company, against all losses, including reasonable attorney's fees, that it may sustain by reason of a breach of this instrument, and/or the labor performed by us on said project, as well as material and supplies furnished by us on said project.

Property referred to is situated in Gilmer, Upshur County, State of Texas, and described as follows:

UPSHUR COUNTY JAIL AND JUSTICE CENTER

Witness: \_\_\_\_\_

ED WARNER CONSTRUCTION, INC.

(Company)

Witness: \_\_\_\_\_

By: Ed Warner President  
(Signature) (Title)

(Date)

SWORN TO AND SUBSCRIBED before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ to certify which witness my hand and seal of office.

Notary Public in and for \_\_\_\_\_ County, Texas

My Commission Expires: \_\_\_\_\_

AN ORDER ratifying, confirming and approving a Change Order to the contract with Longview Building Systems in relation to the construction of a new county jail and the renovation and remodeling of a building for the Upshur County Justice Center; making provision for the payment of the additional amount to become due by reason of such Change Order; and resolving other matters incident and related thereto.

WHEREAS, pursuant to an order duly passed and adopted on August 30, 1985, the Commissioners' Court of Upshur County, Texas, awarded a contract to Longview Building Systems in the amount of \$19,500 for round carpentry, finish carpentry, installation of doors, finish hardware and miscellaneous specialities in relation to the construction of the new county jail and the renovation and remodeling of a building for the Upshur County Justice Center; and

WHEREAS, said contract has been heretofore amended by one (1) change order, the net effect of such change order being to add the sum of \$850.00 to the original contract amount and revise the total contract price to \$20,350.00; and

WHEREAS, it has been determined that certain additional changes, modifications and revisions should be made to the work to be performed and/or materials to be supplied under and pursuant to such contract; such changes, modifications and revisions being more fully described in the Change Order attached hereto as Exhibit A; and

WHEREAS, the changes to said contract have been recommended by the Construction Manager and approved by the County Judge, and this Court hereby finds and determines that said Change Order should be approved and said contract amended to incorporate the changes, modifications and revisions described therein; now, therefore,

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

SECTION 1: That the recitals and findings contained in the preamble hereof are hereby incorporated herein as though set forth at length as a part of this Section.

SECTION 2: That the change order to the contract with Longview Building Systems for rough carpentry, finish carpentry, installation of doors, finish hardware and miscellaneous specialities in relation to the construction of a

new county jail and the renovation and remodeling of a building for the Upshur County Justice Center (attached hereto as Exhibit A and incorporated herein by reference for all purposes) is hereby ratified, confirmed and approved, and said contract is hereby amended to include the changes and modifications described therein. The acts of the County Judge in executing said Change Orders for and on behalf of Upshur County, Texas, and as the act and deed of this Court are hereby ratified, confirmed and approved.

SECTION 3: That, by reason of the foregoing change order, the total amount due on said contract, as amended, is hereby acknowledged and determined to be \$21,106.00 and the principal amount of "Upshur County, Texas, Certificates of Obligation, Series 1985B" (and/or claims and accounts representing an undivided interest in said series of certificates) allocated and appropriated to pay said contract, as amended, shall be and is hereby revised and changed to be \$17,451.00.

PASSED AND ADOPTED, this the 24th day of November, 1986.

UPSHUR COUNTY, TEXAS

*[Handwritten Signature]*  
County Judge

ATTEST:

*[Handwritten Signature]*  
County Clerk and Ex-Officio Clerk  
of the Commissioners' Court  
(Comm. Ct. Seal)

**CHANGE ORDER EXHIBIT A**  
**CONSTRUCTION MANAGEMENT EDITION**  
**AIA DOCUMENT C701/CM**

VOL 28 PG 503  
 Distributive to:  
 OWNER  
 ARCHITECT  
 CONSTRUCTION MANAGER  
 CONTRACTOR  
 FIELD  
 OTHER - Attorney

PROJECT: Upshur County Justice Center  
 (name, address) Gilmer, Texas

TO (Contractor):  
 Longview Building Systems  
 1127 Judson Road, Suite 111  
 Longview, Texas 75601

CHANGE ORDER NUMBER: 48.3  
 INITIATION DATE: 09/30/86  
 ARCHITECT'S PROJECT NO: 8503  
 CONSTRUCTION MANAGER'S PROJECT NO: 907  
 CONTRACT FOR: Carpentry  
 CONTRACT DATE: 04/10/85  
 CONTRACT NO.: 06100

You are directed to make the following changes in this Contract:

For corrections made in the field to install cabinets. Detail by Longview Building Systems is attached.

THIS CHANGE ORDER IS 100% JUSTICE CENTER

Not valid until signed by the Owner, the Architect and the Construction Manager.  
 Signature of the Contractor indicates agreement herewith, including any adjustment in the Contract Sum or the Contract Time.

The original (Contract Sum) <del>(XXXXXXXXXXXXXXXXXXXX)</del> was .....	\$	19,500.00	.
Net change by previously authorized Change Orders .....	\$	850.00	.
The (Contract Sum) <del>(XXXXXXXXXXXXXXXXXXXX)</del> prior to this Change Order was .....	\$	20,350.00	.
The (Contract Sum) <del>(XXXXXXXXXXXXXXXXXXXX)</del> will be (increased) <del>(decreased)</del> by this Change Order .....	\$	756.00	.
The new (Contract Sum) <del>(XXXXXXXXXXXXXXXXXXXX)</del> including this Change Order will be ...	\$	21,106.00	.
The Contract Time will be <del>(XXXXXXXXXXXXXXXXXXXX)</del> (unchanged) by			( . . . ) Days.
The Date of Substantial Completion as of the date of this Change Order therefore is	unchanged.		.

Recommended:  
 THE R. E. HABLE COMPANY  
 CONSTRUCTION MANAGER  
 P.O. Drawer 650/Corsicana, Texas 75110  
 ADDRESS William Carter 09/30/86  
 BY William Carter, Project Manager DATE

Approved:  
 HOBBS/WIGINTON/FAWCETT-Architects & Plann  
 ARCHITECT  
 3511 Cedar Springs #2/Dallas, Texas 75219  
 ADDRESS  
 BY DATE

Agreed To:  
 LONGVIEW BUILDING SYSTEMS  
 CONTRACTOR  
 1127 Judson Rd, Ste. 111/Longview, Tx. 75601  
 ADDRESS Mike J... 10/6/86  
 BY DATE

Authorized:  
 UPSHUR COUNTY COMMISSIONERS COURT  
 OWNER  
 Upshur County Courthouse/Gilmer, Texas 75  
 ADDRESS ... 10-29-86  
 BY DATE

I. Architectural Design Changes

A. Cabinet trim and toe boards

(Rooms 107, 108, 111, 112, 116, 126, 135, 143, 153, 164, 165, 167, 168, 170)

50 man hours @ \$15.00

\$ 750.00

B. Frame and mill Light Valances

(Rooms 112, 143, 153, 165)

7.5 man hours @ \$15.00

112.00

862.00

172.40

\$ 1032.40

Total  
Overhead  
TOTAL

II. Backcharges To Sub Contractors

A. Cooper Drywall

Install studs and blocking to accept exterior blocking at furr-downs for upper cabinet attachment as per plans (all upper cabinets) (Rooms 111, 112, 143, 153, 164, 165)

28 man hours @ \$15.00

material

\$ 420.00

32.16

452.16

90.43

\$ 542.59

Total  
Overhead  
TOTAL

B. Longhorn Cabinets

1. Disassemble and refabricate base counters to fit between existing walls (Rooms 103/112, 103/151)

6 man hours @ \$15.00

\$ 90.00

2. Disassemble and field fabricate base cabinet and counter top for pass-through window (Room 162/174)

10 man hours @ \$15.00

150.00

3. Disassemble and field fabricate counter tops to fit framing as per plans (Room 126)

10 man hours @ \$15.00

150.00

4. Mill frame for lighting lenses to fit tile (Rooms 104, 105, 129, 130)

1 man hour @ \$15.00

15.00

5. Disassemble and reinstall base and counter due to incorrect fabrication (Room 158/159)

15 man hours @ \$15.00

225.00

630.00

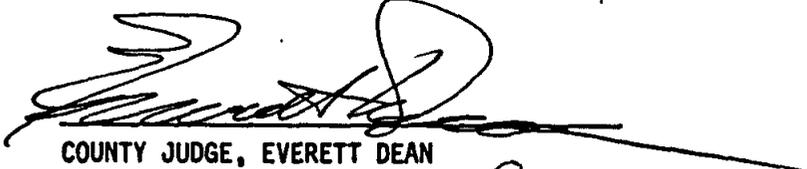
126.00

\$ 756.00

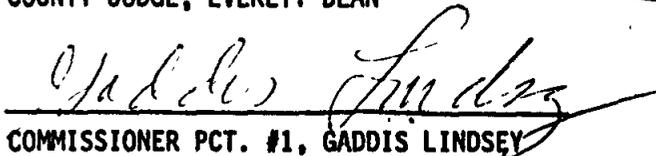
Total  
Overhead  
TOTAL

UPSHUR COUNTY JAIL CONSTRUCTION FUND

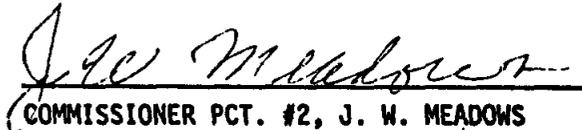
<u>CLAIM NO.:</u>	<u>PAY TO:</u>	<u>CLASSIFICATION:</u>	<u>AMOUNT:</u>
402	Rush Construction Company	78-775-4495	12,865.50
403	Ed Warner Construction, Inc.	78-775-4495	2,670.00
404	Commercial Equipment Company	78-775-4495	6,300.00
405	Byron Crook Electric Company, Inc.	78-775-4495	24,283.10
406	Mosby Mechanical Company, Inc.	78-775-4495	31,246.60
407	Longview Building Systems	78-775-4495	365.50
408	W. E. Sword Company, Inc.	78-775-4495	61.00
409	Longhorn Cabinet Works	78-775-4495	426.70
410	Phillips Painting Contractors, Inc.	78-775-4495	3,315.00
411	Air Masters	78-775-4495	6,510.00
412	Jail Planners	78-775-4165	1,826.28
413	Desk Top	78-775-3020	1,122.00
414	Swepeco	78-775-4300	1,682.78
415	John Biby	78-775-4495	200.00



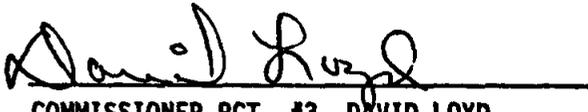
COUNTY JUDGE, EVERETT DEAN



COMMISSIONER PCT. #1, GADDIS LINDSEY



COMMISSIONER PCT. #2, J. W. MEADOWS



COMMISSIONER PCT. #3, DAVID LOYD

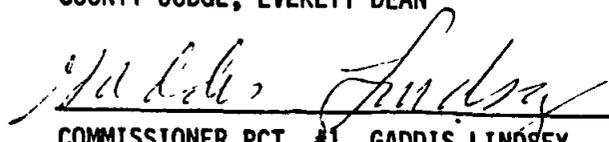


COMMISSIONER PCT. #4, PAUL DAVIS

## UPSHUR COUNTY JAIL CONSTRUCTION FUND

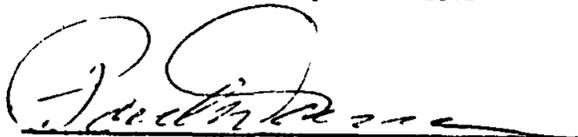
<u>CLAIM NO.:</u>	<u>PAY TO:</u>	<u>CLASSIFICATION:</u>	<u>AMOUNT:</u>
416	Gilmer Flower Shop	78-775-3380	30.00
417	David Palmer	78-775-4495	200.00
418	Kirby Restaurant Supply	78-775-3140	2,064.05
419	City of Gilmer	78-775-4310	206.39
420	Arkla Gas	78-775-4810	118.79
421	Steel Equipment Company, Inc.	78-775-3380	224.55
422	Apache Speciality Company	78-775-4495	2,800.00
423	Kirby Restaurant Supply Company	78-775-4495	4,769.70
424	Ed Warner Construction, Inc.	78-775-4495	2,147.00
425	Byron Crook Electric	78-775-4495	7,060.00
426	First National Bank	78-775-4495	855.00

  
 COUNTY JUDGE, EVERETT DEAN

  
 COMMISSIONER PCT. #1, GADDIS LINDSEY

  
 COMMISSIONER PCT. #2, J. W. MEADOWS

  
 COMMISSIONER PCT. #3, DAVID LOYD

  
 COMMISSIONER PCT. #4, PAUL DAVIS

CERTIFICATE OF COUNTY CLERK

THE STATE OF TEXAS

§  
§  
§

COUNTY OF UPSHUR

I, the undersigned, County Clerk and Ex-Officio Clerk of the Commissioners' Court of Upshur County, Texas, DO HEREBY CERTIFY as follows:

1. That on the 24th day of November, 1986, a regular meeting of the Commissioners' Court of Upshur County, Texas, was held at the regular meeting place of the Court in the County Courthouse, Gilmer, Texas; the duly constituted members of the Court being as follows:

EVERETT DEAN	COUNTY JUDGE
GADDIS LINDSEY	COMMISSIONER, PRECINCT NO. 1
J. W. MEADOWS	COMMISSIONER, PRECINCT NO. 2
DAVID LOYD	COMMISSIONER, PRECINCT NO. 3
PAUL DAVIS	COMMISSIONER, PRECINCT NO. 4

and all of said persons were present at said meeting, except the following: \_\_\_\_\_ . Among other business considered at said meeting, the attached order entitled:

"AN ORDER ratifying, confirming and approving a Change Order to the contract with Longview Building Systems in relation to the construction of a new county jail and the renovation and remodeling of a building for the Upshur County Justice Center; making provision for the payment of the additional amount to become due by reason of such Change Order; and resolving other matters incident and related thereto."

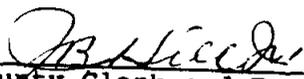
was introduced and submitted to the Court for passage and adoption. After presentation and due consideration of the order and, upon a motion made by J. W. Meadows and seconded by David Loyd, the order was duly passed and adopted by the Court to be effective immediately by the following vote:

4 voted "For"      0 voted "Against"      \_\_\_\_\_ abstained

all as shown in the official Minutes of the Court for the meeting held on the aforesaid date.

2. That the attached order is a true and correct copy of the original on file in the official records of the County; the duly qualified and acting members of the Commissioners' Court of said County on the date of the aforesaid meeting are those persons shown above and, according to the records of my office, advance notice of the time, place and purpose of the meeting was given to each member of the Court; and that said meeting, and the deliberation of the aforesaid public business, was open to the public and written notice of said meeting, including the subject of the above entitled order, was posted and given in advance thereof in compliance with the provisions of Article 6252-17, Section 3A, V.A.T.C.S.

IN WITNESS WHEREOF, I have hereunto signed my name officially and affixed the seal of the Commissioners' Court of said County, this the 24th day of November, 1986.

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



CERTIFICATE OF COUNTY CLERK

THE STATE OF TEXAS

§  
§  
§

COUNTY OF UPSHUR

I, the undersigned, County Clerk and Ex-Officio Clerk of the Commissioners' Court of Upshur County, Texas, DO HEREBY CERTIFY as follows:

1. That on the 24th day of November, 1986, a regular meeting of the Commissioners' Court of Upshur County, Texas, was held at the regular meeting place of the Court in the County Courthouse, Gilmer, Texas; the duly constituted members of the Court being as follows:

EVERETT DEAN

COUNTY JUDGE

GADDIS LINDSEY

COMMISSIONER, PRECINCT NO. 1

J. W. MEADOWS

COMMISSIONER, PRECINCT NO. 2

DAVID LOYD

COMMISSIONER, PRECINCT NO. 3

PAUL DAVIS

COMMISSIONER, PRECINCT NO. 4

and all of said persons were present at said meeting, except the following: \_\_\_\_\_ . Among other business considered at said meeting, the attached order entitled:

"AN ORDER authorizing and approving the funding or exchange of claims and accounts for 'Upshur County, Texas, Certificates of Obligation, Series 1985B'; and resolving other matters incident and related thereto.

was introduced and submitted to the Court for passage and adoption. After presentation and due consideration of the order and, upon a motion made by J. W. Meadows and seconded by David Loyd, the order was duly passed and adopted by the Court to be effective immediately by the following vote:

4 voted "For" 0 voted "Against" \_\_\_\_\_ abstained

all as shown in the official Minutes of the Court for the meeting held on the aforesaid date.

2. That the attached order is a true and correct copy of the original on file in the official records of the County; the duly qualified and acting members of the Commissioners' Court of said County on the date of the aforesaid meeting are those persons shown above and, according to the records of my office, advance notice of the time, place and purpose of the meeting was given to each member of the Court; and that said meeting, and the deliberation of the aforesaid public business, was open to the public and written notice of said meeting, including the subject of the above entitled order, was posted and given in advance thereof in compliance with the provisions of Article 6252-17, Section 3A, V.A.T.C.S.

IN WITNESS WHEREOF, I have hereunto signed my name officially and affixed the seal of the Commissioners' Court of said County, this the 24th day of November, 1986.

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



Ort. Seal)

AN ORDER approving and authorizing the payment of invoices or statements with claims and accounts representing an undivided interest in "Upshur County, Texas, Certificates of Obligation, Series 1985B"; and resolving other matters incident and related to the payment of such invoices or statements.

WHEREAS, pursuant to an order passed and adopted on January 14, 1985, the Commissioners' Court of Upshur County, Texas, authorized the issuance of \$750,000 "Upshur County, Texas, Certificates of Obligation, Series 1985B" (the "Certificates") for the purpose of paying contractual obligations to be incurred for (i) the construction of public works and the purchase of equipment therefor, to wit: renovate and improve a building for the Upshur County Justice Center and (ii) professional services (collectively herein referred to as the "Projects") and further authorized claims and accounts representing an undivided interest in the Certificates to be incurred in connection with the payment of the contracts let for the Projects; and

WHEREAS, statement(s) or invoice(s) for work performed, services rendered and materials delivered under and pursuant to one or more of the contracts let in relation to the Projects to be paid with the Certificates have been submitted to the Commissioners' Court for approval and payment, such statements or invoices being identified in Exhibit A attached hereto and incorporated herein by reference as a part of this order for all purposes; and

WHEREAS, the Court has been advised and hereby finds that the work, services and materials, as the case may be, covered by each of the statement(s) or invoice(s) identified in Exhibit A has been duly performed, rendered and delivered and all consents, approvals and conditions precedent for the payment thereof have been obtained, given or satisfied; now, therefore,

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

SECTION 1: That each statement or invoice identified in the schedule attached hereto as Exhibit A is hereby approved for payment and each of said statements or invoices shall be and is hereby authorized to be paid by a claim and account representing an undivided interest in the Certificates; a listing of the claims and accounts herein authorized to be delivered in payment of such invoices and statements, the contracts that such claims are being issued to pay and the amount of the claims to be delivered being identified in Exhibit A attached hereto.

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SECTION 2: That the County Auditor is hereby authorized and directed to complete the execution of the claims and accounts approved and authorized to be delivered in payment of said statement(s) or invoice(s) and, together with the County Judge and County Clerk, cause the same to be delivered to the contractors, vendors or suppliers, as the case may be.

PASSED AND ADOPTED, this the 24 day of November 19 86.

UPSHUR COUNTY, TEXAS

  
County Judge

ATTEST:

  
County Clerk and Ex-Officio Clerk  
of the Commissioners' Court

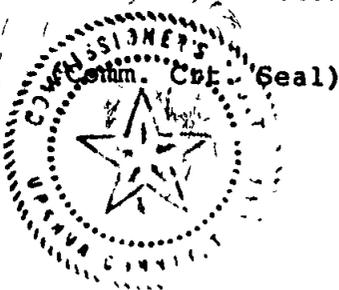


EXHIBIT A

SCHEDULE RELATING TO APPROVAL AND PAYMENT OF INVOICES WITH CLAIMS

Date: November 24, 1986

Total Amount: \$31,842.98

28 PG 5/3  
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<u>Name of Contractor/Supplier or Vendor</u>	<u>Contract Identification</u>	<u>Statement/ Invoice Number</u>	<u>Statement/ Invoice Amount</u>	<u>Claim Number</u>	<u>Amount of Claim</u>
<u>Byron Crook Electric</u>	<u>Electrical</u>	<u>Final</u>	<u>7,060.00</u>	<u>106</u>	<u>7,060.00</u>
<u>V. E. Sword Company, Inc.</u>	<u>Finish Hardware</u>	<u>Final</u>	<u>1,027.40</u>	<u>107</u>	<u>1,027.40</u>
<u>Longhorn Cabinet Works</u>	<u>Millwork</u>	<u>5</u>	<u>1,275.00</u>	<u>108</u>	<u>1,275.00</u>
<u>Phillips Painting Contractors, Inc.</u>	<u>Painting</u>	<u>Final</u>	<u>7,003.00</u>	<u>109</u>	<u>7,003.00</u>
<u>Rush Construction Company</u>	<u>Masonry</u>	<u>Final</u>	<u>3,133.90</u>	<u>110</u>	<u>3,133.90</u>
<u>Ed Warner Construction, Inc.</u>	<u>Earthwork</u>	<u>Final</u>	<u>625.00</u>	<u>111</u>	<u>625.00</u>
<u>Longview Building Systems</u>	<u>Rough Carpentry</u>	<u>Final</u>	<u>2,425.50</u>	<u>112</u>	<u>2,425.50</u>
<u>Troy Rapp Concrete Contractor, Inc.</u>	<u>Concrete</u>	<u>Final</u>	<u>15,678.00</u>	<u>113</u>	<u>15,678.00</u>
<u>Ed Warner Construction, Inc.</u>	<u>Earthwork</u>	<u>Final</u>	<u>3,346.00</u>	<u>114</u>	<u>3,346.00</u>
<u>First National Bank</u>	<u>Excess of Claims</u>		<u>3,329.18</u>	<u>115</u>	<u>3,329.18</u>

VOID

AN ORDER authorizing and approving the funding or exchange of claims and accounts for "Upshur County, Texas, Certificates of Obligation, Series 1985B"; and resolving other matters incident and related thereto.

WHEREAS, pursuant to an order duly passed and adopted on January 14, 1985, the Commissioners' Court of Upshur County, Texas, authorized the issuance of \$750,000 "Upshur County, Texas, Certificates of Obligation, Series 1985B", dated February 15, 1985, for the purpose of paying contractual obligations to be incurred for (i) the construction of public works and the purchase of equipment therefor, to wit: renovate and improve a building for the Upshur County Justice Center and (ii) professional services; and

WHEREAS, in the order authorizing the issuance of said certificates of obligation, the Court further authorized and provided that claims and accounts representing an undivided interest in the entire series of certificates may be incurred for the purpose of paying all or a portion of an amount to become due on a contractual obligation for which the certificates were being issued, and that such claims and accounts incurred would be refunded or exchanged for a like total principal amount of certificates with any excess amount of claims and accounts which could not be exchanged into certificates at any time to be paid in cash or carried forward to a subsequent exchange of claims and accounts; and

WHEREAS, a summary of certain contractual obligations incurred to date by the County for the renovation and improvement of a building for the Upshur County Justice Center that have been paid or are to be paid with the aforementioned certificates and/or claims and accounts representing an undivided interest therein is as follows:

<u>PARTY</u>	<u>CONTRACT</u>	<u>AMOUNT TO BE PAID WITH CERTIFICATES</u>
Universal Crane & Construction	demolition	\$ 5,520.00(b)
Ed Warner Construction, Inc.	site work	1,975.00
Ed Warner Construction, Inc.	asphalt paving	3,346.00(a)
Troy Rapp Concrete Contractor, Inc.	concrete work	94,734.00(b)
Rush Construction Company	masonry work	29,669.00(b)
Industrial Metal Fabricators, Inc.	structural steel	21,300.00

Universal Crane & Construction	steel erection	8,950.00(b)
Longhorn Cabinet Works	millwork	47,453.00
Langston Aluminum & Glass Co.	glass work	3,336.00
Brown's Windsor Door Sales, Inc.	metal doors & frames	10,000.00
Royal Plastering, Inc.	plastering	33,016.00(b)
J. D. Cooper, Inc.	drywall work	48,793.00(b)
Mosby Mechanical Co., Inc.	plumbing, heating & AC	131,000.00
Mark's Quality Tile	tile	35,241.00(b)
East Texas Acoustical	acoustical tile & wall panels	36,227.00(b)
Quality Carpets	flooring & carpet	26,018.00(b)
Phillips Painting	painting, wallcover, caulking	39,448.00(b)
Felix Thompson Company	toilet partitions & accessories and fire ext.	9,218.00(b)
W. E. Sword Company, Inc.	skylight, finish hardware, & weatherstripping	10,274.00
Longview Building Systems	rough carpentry, finish carpentry, finish hardware, installation of doors and misc. specialites	17,451.00(b)
Motley's Roofing & Sheet Metal	roofing	32,405.00
Mid South Fire Protection	fire protection	19,095.00
Troup Nursery	landscaping	6,978.65
W. E. Sword Co., Inc.	signage	8,205.00
Air Masters	test and air balance	6,510.00

- (a) unit price contract amount based on estimated quantities  
 (b) contract amount including all change orders to date

AND WHEREAS, since the last exchange of claims and accounts for certificates which occurred on the 14th day of July, 1986, the Court has approved and incurred claims and accounts representing an undivided interest in said series of certificates in the total amount of \$163,329.18 such claims and accounts being more fully described and identified in Exhibit A hereto attached and incorporated by reference as a part of this order for all purposes; and

WHEREAS, the Court hereby finds and determines that the aforementioned claims and accounts totalling in amount \$163,329.18 were duly authorized and incurred for equipment purchased, services rendered and work performed under and pursuant to one or more of the above described contractual obligations and full value and consideration has been received by the County equivalent in amount to such claims and accounts; and

WHEREAS, the Court further finds and determines that no person, firm, corporation or trust estate has given notice in writing or otherwise to the Court or any officer of the County whose duty it is to pay the aforementioned contractors involved

with the construction of public works, of any lien for materials, apparatus, fixtures, machinery, or labor furnished to such contractors, and the County does not hold a claim of any character which might be properly charged or interposed as an offset or counterclaim against payments made to said contractors; and

WHEREAS, all of the claims and accounts mentioned above have been assigned to, and are currently held by the First National Bank, Gilmer, Texas, and said Bank has requested this Court to exchange and refund such claims and accounts for certificates of obligation; and

WHEREAS, this Court hereby finds and determines that such claims and accounts, totalling in amount \$163,329.18 and more fully identified in Exhibit A attached hereto, have been duly approved, audited and authorized to be delivered for a purpose the "Upshur County, Texas, Certificates of Obligation, Series 1985B" were authorized to be issued, full value and consideration has been received by the County equivalent in amount to such claims and accounts, and such claims and accounts should be exchanged for certificates of obligation of the series in which they represent an undivided interest; now, therefore,

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

SECTION 1: All of the recitals and findings contained in the preamble hereof are hereby found to be true and correct and are incorporated by reference and made a part of this order as if the same were restated in full as a part of this Section.

SECTION 2: The claims and accounts described in Exhibit A attached hereto and totalling in amount \$163,329.18 shall be and the same are hereby authorized to be exchanged for "Upshur County, Texas, Certificates of Obligation, Series 1985B", dated February 15, 1985, in the aggregate principal amount of \$160,000, being certificates numbered 96 through 127, each in the denomination of \$5,000.

SECTION 3: The County Treasurer is hereby authorized and directed to complete the execution of the aforesaid certificates of obligation by manually signing and registering the same as obligations of the County and, together with the County Judge and County Clerk, cause the same to be delivered in exchange for the above described claims and accounts, and all actions of said County officials in so doing shall be prima facie evidence that their official acts have been completed in all respects in the proper manner to give validity to such certificates and cause the same to be good, sufficient and valid obligations against Upshur County, Texas.

SECTION 4: In connection with the delivery of said certificates of obligation for claims and accounts, said County officials are authorized and directed to execute and deliver to said Bank a certificate evidencing receipt of the claims and accounts herein authorized to be exchanged for certificates, the exchange thereof for the above described certificates and the cancellation of the claims and accounts being exchanged, and said County officials shall obtain from said Bank a receipt for the certificates herein authorized to be delivered.

SECTION 5: The amount of claims and accounts herein authorized to be exchanged for certificates of obligation exceeds the principal amount of said certificates of obligation by \$3,329.18 and such amount shall be carried forward to a subsequent exchange of claims and accounts for certificates, and a claim and account in the amount of such excess is hereby authorized to be incurred and delivered to said Bank in evidence of the amount to be carried forward.

SECTION 6: The certificates of obligation herein authorized to be executed and delivered are hereby found to be binding, subsisting and valid obligations of Upshur County, Texas, and it is hereby affirmatively adjudged and declared that the claims and accounts herein authorized to be exchanged for said certificates were duly authorized and incurred in accordance with the order authorizing the issuance of the "Upshur County, Texas, Certificates of Obligation, Series 1985B", and in connection with a contractual obligation or purpose for which said certificates were authorized to be issued, and that full value and consideration has been received by the County equivalent in amount to the claims and accounts herein authorized to be exchanged. This ascertainment is expressly made for the use, benefit and protection of the holder or owner of said certificates, the Attorney General of the State of Texas and any other attorney or person who shall pass upon the legality and validity of said certificates, and the findings made in this connection shall be binding upon the County, its governing body and their successors in office until said certificates with interest thereon have been fully paid and discharged.

PASSED AND ADOPTED, this the 24th day of November, 1986.

UPSHUR COUNTY, TEXAS

*[Signature]*  
County Judge



*[Signature]*  
County Clerk and Ex-Officio Clerk  
of the Commissioners' Court

(Comm. Crt. Seal)

EXHIBIT A

<u>Claim No.</u>	<u>Payee</u>	<u>Amount</u>	<u>Contract</u>
78	First National Bank of Gilmer	\$ 2,991.97	carry forward
79	J. D. Cooper, Inc.	4,088.70	drywall work
80	Phillips Painting Contractors	3,195.00	painting, wallcover & caulking
81	Longview Building Systems	2,160.00	carpentry
82	East Texas Acoustical	6,735.14	acoustical tile
83	W. E. Sword Co., Inc.	5,045.72	skylight, finish hardware & weatherstripping
84	Motley's Roofing & Sheet Metal	1,197.00	roofing
85	Longview Building Systems	1,660.50	carpentry
86	Mosby Mechanical Co.	4,320.20	plumbing, heating & AC
88	Phillips Painting Contractors	1,890.00	painting, wallcover & caulking
89	Brown's Windsor Door Sales	1,000.00	overhead doors
90	Troy Rapp Concrete Construction	23,947.20	concrete work
91	Troy Rapp Concrete Construction	18,257.40	concrete work
92	Troy Rapp Concrete Construction	5,205.60	concrete work
93	J. D. Cooper, Inc.	4,879.30	drywall work
94	Longhorn Cabinet Works	4,301.85	millwork
95	Mark's Quality Tile	12,408.75	tile
97	Mark's Quality Tile	3,524.10	tile
98	East Texas Acoustical	8,200.80	acoustical tile
99	Troup Nursery	6,978.65	landscaping
100	Motley's Roofing & Sheet Metal	3,240.50	roofing
101	East Texas Acoutical	1,418.40	acoustical tile
102	Felix Thomson Company	5,201.30	toilet partitions & accessories
103	Quality Carpets	10,941.30	carpet & flooring
104	Mosby Mechanical Co., Inc.	16,230.20	plumbing, heating & AC
105	Royal Plastering Company	4,309.60	plastering

SIGNATURE AND NO-LITIGATION CERTIFICATE

THE STATE OF TEXAS  
COUNTY OF UPSHUR

§  
§  
§

WE, the undersigned, officials of Upshur County, Texas (the "Issuer"), do hereby certify as follows:

(1) This Certificate is executed and delivered with reference to the following described obligations: "UPSHUR COUNTY, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 1985B", dated February 15, 1985 (the "Certificate Date"), in the aggregate principal amount of \$160,000, being certificates numbered 96 through 127 (the "Certificates").

(2) The Certificates have been duly and officially executed by the undersigned County Judge and County Clerk with their manual or facsimile signature in the same manner appearing hereon, and the undersigned County Judge and County Clerk hereby adopt and ratify their respective signatures in the manner appearing on each of the Certificates whether in manual or facsimile form, as the case may be, as their true, genuine and official signatures.

(3) The undersigned County Treasurer officially executed and signed the above described Certificates by manually signing each of said certificates in the same manner as my signature appears below, and placing the date of its registration thereon in evidence of the registration thereof as obligations of the County.

(4) On the Certificate Date and on the date hereof, we were and are the duly qualified and acting officials of the Issuer indicated below.

(5) The legally adopted proper and official corporate seal of the Commissioners' Court of the County is impressed, imprinted or lithographed on all of the Certificates and impressed on this Certificate.

(6) No litigation of any nature is now pending before any federal or state court, or administrative body, or to our knowledge threatened, seeking to restrain or enjoin the issuance or delivery of the Certificates or questioning the issuance or sale of the Certificates, the authority or action of the governing body of the Issuer relating to the issuance or sale of the Certificates, the levy of taxes to pay the

principal of and interest on the Certificates or materially affecting the assessment or collection of taxes to pay the principal of and interest on the Certificates; and that neither the corporate existence or boundaries of the Issuer nor the right to hold office of any member of the governing body of the Issuer or any other elected or appointed official of the Issuer is being contested or otherwise questioned.

(7) No petition or other request has been filed with or presented to any official of the Issuer requesting that any proceedings authorizing the issuance of the Certificates adopted by the governing body of the Issuer be submitted to a referendum or other election; no authority or proceeding for the issuance, sale or delivery of the Certificates, passed and adopted by the governing body of the Issuer, has been amended, repealed, revoked, rescinded or otherwise modified since the date of passage thereof, and all such proceedings and authority relating to the issuance and sale of the Certificates remain in full force and effect as of the date of this Certificate.

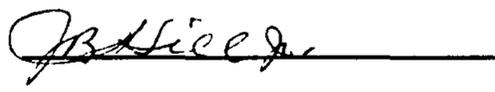
EXECUTED AND DELIVERED this 24 November 1986

(Commissioners' Court Seal)

SIGNATURE  


OFFICIAL TITLE

County Judge,  
Upshur County, Texas

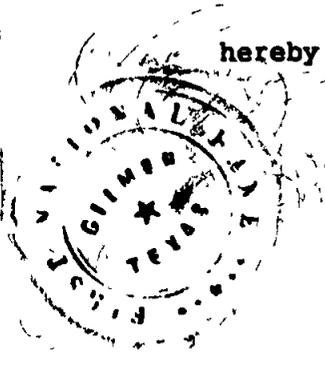


County Clerk,  
Upshur County, Texas



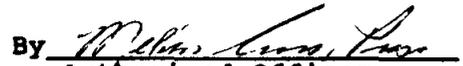
County Treasurer,  
Upshur County, Texas

The signatures of the persons subscribed above are hereby certified to be true and genuine.



(Bank Seal)

  
(Bank)

By   
Authorized Officer

EXCHANGE CERTIFICATE

THE STATE-OF TEXAS  
COUNTY OF UPSHUR

§  
§  
§

WE, the undersigned officials of Upshur County, Texas,  
DO HEREBY CERTIFY as follows:

1. Upshur County, Texas, has duly received from the First National Bank, Gilmer, Texas, claims and accounts totalling in amount \$163,329.18, representing an undivided interest in that series of certificates of obligation known as "Upshur County, Texas, Certificates of Obligation, Series 1985B", dated February 15, 1985, such claims and accounts being more particularly described in Exhibit A attached hereto, which is incorporated herein by reference and made a part of this certificate for all purposes.

2. The above described claims and accounts were duly authorized to be exchanged for the certificates of obligation by the Commissioners' Court of Upshur County, Texas, pursuant to an order passed on November 24, 1986 and we have on this date executed, sealed and delivered to the First National Bank, Gilmer, Texas, the following described certificates of obligation in exchange for such claims and accounts, to wit: "Upshur County, Texas, Certificates of Obligation, Series 1985B", dated February 15, 1985, being certificates numbered 96 through 127, each in the denomination of \$5,000, and aggregating in principal amount of \$160,000.

3. In further consideration of the exchange of claims and accounts for certificates of obligation, there was issued and delivered to said Bank claim and account number 115 in the amount of \$3,329.18, representing the excess amount of claims and accounts authorized to be exchanged for certificates of obligation pursuant to an order passed by the Court on November 24, 1986.

VOL 28 PG 522

4. Upon the delivery of the aforementioned certificates to said Bank, the undersigned caused the above described claims to be duly cancelled.

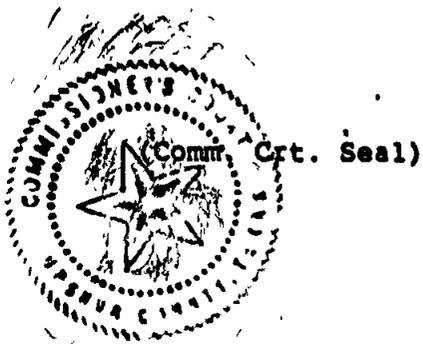
TO CERTIFY WHICH, witness our hands and the seal of the Commissioners' Court of Upshur County, Texas, this 24 November 1986.

UPSHUR COUNTY, TEXAS

  
County Judge

  
County Clerk

  
County Treasurer



## EXHIBIT A

<u>Claim No.</u>	<u>Payee</u>	<u>Amount</u>	<u>Contract</u>
78	First National Bank of Gilmer	\$ 2,991.97	carry forward
79	J. D. Cooper, Inc.	4,088.70	drywall work
80	Phillips Painting Contractors	3,195.00	painting, wallcover & caulking
81	Longview Building Systems	2,160.00	carpentry
82	East Texas Acoustical	6,735.14	acoustical tile
83	W. E. Sword Co., Inc.	5,045.72	skylight, finish hardware & weatherstripping
84	Motley's Roofing & Sheet Metal	1,197.00	roofing
85	Longview Building Systems	1,660.50	carpentry
86	Mosby Mechanical Co.	4,320.20	plumbing, heating & AC
88	Phillips Painting Contractors	1,890.00	painting, wallcover & caulking
89	Brown's Windsor Door Sales	1,000.00	overhead doors
90	Troy Rapp Concrete Construction	23,947.20	concrete work
91	Troy Rapp Concrete Construction	18,257.40	concrete work
92	Troy Rapp Concrete Construction	5,205.60	concrete work
93	J. D. Cooper, Inc.	4,879.30	drywall work
94	Longhorn Cabinet Works	4,301.85	millwork
95	Mark's Quality Tile	12,408.75	tile
97	Mark's Quality Tile	3,524.10	tile
98	East Texas Acoustical	8,200.80	acoustical tile
99	Troup Nursery	6,978.65	landscaping
100	Motley's Roofing & Sheet Metal	3,240.50	roofing
101	East Texas Acoustical	1,418.40	acoustical tile
102	Felix Thomson Company	5,201.30	toilet partitions & accessories
103	Quality Carpets	10,941.30	carpet & flooring
104	Mosby Mechanical Co., Inc.	16,230.20	plumbing, heating & AC
105	Royal Plastering Company	4,309.60	plastering

EXCHANGE AND PAYMENT RECEIPT

THE STATE OF TEXAS

§  
§  
§

COUNTY OF UPSHUR

I, the undersigned, MELVIN CROSS - Pres. of the First National Bank, Gilmer, Texas, DO HEREBY CERTIFY as follows:

1. That on the 24<sup>th</sup> day of November, 1986, said Bank received from certain County officials of Upshur County, Texas, the following described certificates of obligation, to wit:

"Upshur County, Texas, Certificates of Obligation, Series 1985B", dated February 15, 1985, being certificates numbered 96 through 127, each in the denomination of \$5,000, and aggregating in principal amount of \$160,000,

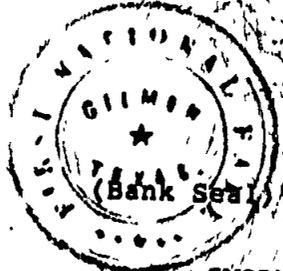
which certificates were delivered to said Bank in exchange for claims and accounts representing an undivided interest in said series of certificates and held by the Bank, totalling in amount \$163,329.18, a listing of the claims and accounts exchanged for said certificates being attached hereto as Exhibit A.

2. That said Bank is the owner or holder of the claims and accounts exchanged for the above described certificates, such claims and accounts having been assigned to the Bank by the payees named therein at the time payment of the face amount of each claim was made by the Bank to such payee.

3. That said Bank further acknowledges receipt from said County officials of (i) a check, voucher or warrant in the amount of \$ 2,703.25, representing accrued interest due on such claims and accounts to the date hereof and (ii) a claim and account bearing the number 115 and issued in the amount of \$3,329.18, representing the excess amount of claims and

accounts exchanged for the above described certificates of obligation.

TO CERTIFY WHICH, witness my hand and the seal of said Bank, this 24th November - 1986.



FIRST NATIONAL BANK  
Gilmer, Texas

By [Signature]

Title: [Signature]

SWORN TO AND SUBSCRIBED BEFORE ME, this the 24<sup>th</sup> day of Nov, 1986.

Blenda Sustara  
Notary Public, State of Texas  
My Commission Expires: 7-10-89

(Notary Seal)

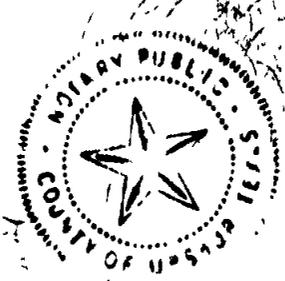


EXHIBIT A

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97	Mark's Quality Tile.	3,524.10	tile
98	East Texas Acoustical	8,200.80	acoustical tile
99	Troup Nursery	6,978.65	landscaping
100	Motley's Roofing & Sheet Metal	3,240.50	roofing
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AFFIDAVIT OF CANCELLATION

THE STATE OF TEXAS  
COUNTY OF UPSHUR

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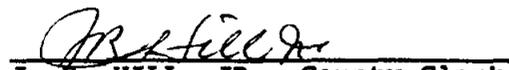
VOL 28 PG 527

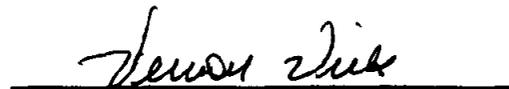
BEFORE ME, the undersigned authority, on this day personally appeared EVERETT DEAN, County Judge, J. B. HILL, JR., County Clerk and VERNON VICK, County Treasurer, respectively, of Upshur County, Texas, who after being by me duly sworn, depose and say that said County officials have, in the presence of each other, cancelled and otherwise destroyed claims and accounts representing an undivided interest in that series of certificates of obligation known as "Upshur County, Texas, Certificates of Obligation, Series 1985B", dated February 15, 1985, such claims and accounts totalling in amount \$163,329.18 and being more particularly described in Exhibit A attached hereto, which is incorporated herein by reference and made a part of this affidavit for all purposes.

WITNESS OUR OFFICIAL SIGNATURES, this the 24 day of ~~NOVEMBER~~ November, 1986.

UPSHUR COUNTY, TEXAS

  
EVERETT DEAN, County Judge

  
J. B. HILL, JR., County Clerk

  
VERNON VICK, County Treasurer

SWORN TO AND SUBSCRIBED BEFORE ME, this the 24 day of November, 1986.

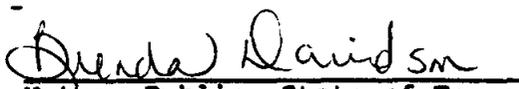
  
Notary Public, State of Texas  
My Commission Expires: 3/18/89



EXHIBIT A

<u>Claim No.</u>	<u>Payee</u>	<u>Amount</u>	<u>Contract</u>
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VOL 28 PG 229  
Gilmer Public Schools

P. O. DRAWER 40

Gilmer, Texas 75644

BOB SMITH, ED.D.  
SUPERINTENDENT

TELEPHONE 848-2555

J. M. MARSHALL  
BUSINESS MANAGER

November 19, 1986

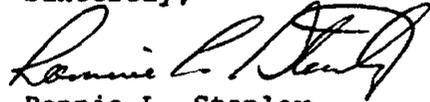
Judge Everette Dean  
Upshur County Courthouse  
Gilmer, Texas 75644

Dear Judge Dean:

Mr. Paul Moon informed me that he has visited with Gaddis Lindsey concerning the baseball field located at the High School campus. While I do not know the details, I am aware of needs that exist in the outfield.

Any assistance from the county would be greatly appreciated. If additional details are needed please let me know.

Sincerely,



Ronnie L. Stanley  
Assistant Superintendent

RLS/mlk

Approved  
11-24-86

Ore City Independent School District

TOMMY LOYS FERGUSON  
SUPERINTENDENT

214-668-3300  
POST OFFICE BOX 100  
ORE CITY, TEXAS 75683

November 14, 1986

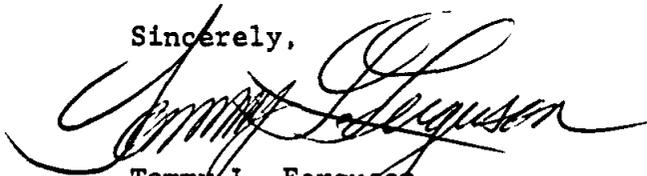
Commissioners Court of  
Upshur County  
Att: Mr. J.W. Meadows  
Upshur County Courthouse  
Gilmer, Texas 75644

Dear Mr. Meadows and Commissioners:

We are experiencing difficulty on one portion of a bus route which requires us to turn around on private property near the Steve Hart/Glen Honea residences. These residences are located on White Road 0.2 of a mile off Smilax Trail. The road leading to these residences is unsurfaced, and has numerous holes which makes maneuvering a school bus safely, very difficult. Our request is that you consider granting permission to our precinct commissioner, Mr. J.W. Meadows, to improve this troublesome area.

Any assistance that you may be able to give us will be greatly appreciated.

Sincerely,



Tommy L. Ferguson  
Superintendent

:ga

Approved  
11-24-86

## Equipment Specifications

### L/F Technology 1650 Computer

includes :

2 - 190 megabyte hard disk (380 meg)  
base unit to support 570 meg  
expandable to 5700 megabytes

3 megabyte Ram

13 configured user ports  
base unit to support 30 users  
expandable to 128 users  
Processor for each user.

15 configured printer ports  
base unit to support 35 printers  
expandable to 87 printers

60 megabyte streaming tape backup  
can be backedup up while system  
is up and running.

5 1/4 inch floppy for software transport

2400 baud modem for remote comm-  
unications and diagnostics

Automatic power battery backup for up  
to 2 hours additional time.

System can be networked with IBM pc  
computers.

Run thousands of public domain and  
generic software programs.

## Printers

Available printers include:

**Daisy Laser**

Prints letter quality courier type  
(types like a typewriter only faster)  
(and a little prettier)

**1,995.00**

**Ricoh Laser**

Printer multiple fonts and type sizes  
for producing job quality forms in  
house. Does bar and pie graphs and  
all forms using a word processor.  
(this bid done on a laser of this type)

**3,995.00**

**Genicom Matrix Printer**

High speed dot matrix (400 cps)  
Also does some near letter quality  
printing.

**1,995.00**

**Epson Ex800 printer**

High Speed dot matrix (300 cps)  
Low noise- Makes excellent user printer

**699.95**

**Epson Fx85 printer**

Dot matrix (160 cps)  
Low noise- Fine user printer

**499.95**

*Choose the right printer for the job.*

## Software

**1. *Sheriffs Module:***

Searches for character by name, dl number, ss number, alias, autos, associates, fed number, warrants, jail records, and civil suits. Will also include various reports currently being done by hand and financial records for jail inmates.

**2. *Probation Modules:***

Will include all features on current computer system as well as enhancements requested by probation personnel.

**3. *Child Support Module:***

Will include all features of current system with enhancements requested by District Clerk.

**4. *Jury Selection Module:***

Will include all features of current system and will print jury summons as well as Jury lists currently being hand done by District Clerk.

**5. *District of Attorney Module:***

Will include all features of current system plus items requested.

**6. *Justice of the Peace Module:***

To be written per specifications

**7. *Additions & Enhancements:***

The biggest improvements of our system over the current is that the changing of screens is generally one keystroke instead of four or five steps. Also additional ways of retrieving information have been added as requested. In most cases a request for info is answered within four seconds verses the minutes it now takes. Additional comment and note fields have been added throughout the system. Also information is being shared and updated by each department instead of repeated processes being done. (ie address changes - currently each department could show a different address for the same person.) Also remember that a programmer will be on hand the first five weeks in order that new requests that arrive for changes in the software can be implemented.

*Remember - No Maintenance fees  
& You have the Source Code*

**Financial**

<u>Computer</u>	29,942.12
<u>Software</u>	14,861.00
<u>Maintenance</u> (first year )	n/c
(additonal years on an as needed basis - estimate only)	2,500.00
<u>Terminals</u> (assumming 10 Wyse 50+)	4,950.00
(assuming 10 Wyse 50)	3,990.00
(we can use your terminals)	
<u>Printers</u> (assuming Ricoh laser + 3 Fx85 + 1 Genicom)	7,842.00
(we can use your printers)	
Battery Backup for Computer	n/c
Battery Backup for Terminals	165.00
Surge protectors for all devices	29.95
Extra Programming per hour	<u>25.00</u>
Service and Repairs per hour (Response time 1 hr)	<u>25.00</u>

## **Other Pluses**

*The Software includes:*

*Word processing software*

*Forms generation software*

*Graphics software*

*Electronic Spreadsheet software*

*Miscellaneous Financial Programs  
(ie Amortization Schedules)*

*File Sort Utilities*

*Speed software*

*Local sales and service*

*Operating System Doesn't Lock you out.*

**ALL AT NO ADDITIONAL CHARGE**

COST PROPOSAL FOR UPSHUR COUNTY

	<u>Purchase Price</u>	<u>Annual Maintenance</u>
<b><u>Systems for Texas Governments</u></b>		
Justice of the Peace System (1st office)	\$ 1,950	\$ 200
Additional Office	750	75
Jury Selection	1,490	150
<b>Sheriff/Court System</b>		
*Criminal Justice System (Orange County)	500	500*
County and District Court Docketing System	3,000	300
	<u>\$ 7,690</u>	<u>1225.00</u>

\* Software is public domain property and is provided by Orange County for \$500. You may at any time request an updated system including all changes made to date for a fee of \$500. To acquire this software you must contact Phyllis Boudreaux at Orange County(409) 883-7740.

Justice of the Peace System - See enclosed information brochure on the Justice of the Peace System.

Jury Selection - This system utilizes the Lehmer Method of selecting a random sample of jury panels using your existing Voter Registration System. The jury selection system has been approved by a statistical sampling specialist to meet the requirements of the Texas State Law concerning jury selection.

County and District Court Docket - Allows county and district courts to prepare computerized docket reports.

**Davis, Kinard & Co.**  
(A Professional Corporation)

INSTALLATION AND TRAINING:

**Sheriff/Court System**

Installation and training for the Criminal Justice System will be billed at our regular per diem rates of \$400. We estimate that this installation will require 3-4 weeks of effort and a fee of \$6,000 - \$8,000. This estimate is based on the assumption that you will want a certain amount of changes or customization to the Orange County System.

Our programming staff has a great deal of experience with the RPGII language which was used to develop the Criminal Justice System. We will provide time estimates for approval on each program change request before beginning our work. You will be billed only for the actual hours incurred. We will also be available for additional assistance any time after installation.

SUPPORT SERVICES:

Ongoing support is provided to each user. This support includes the following:

- (1) Telephone assistance as needed
- (2) Updates required by changes in law or SPTB policy
- (3) Enhancements to the systems, as scheduled by Davis, Kinard & Co., P.C.

This type of support precludes the need for technical programming personnel on staff with Upshur County.

Note: Updates for the Criminal Justice System are available only from Orange County. Davis, Kinard & Co., P.C. will provide custom programming if requested.

CONVERSION:

Conversion from your existing system will be on a time and expense basis. Upon a further investigation of your existing files, an estimate of actual cost of conversion can be determined.

**Davis, Kinard & Co.**  
(A Professional Corporation)

VOL 28 PG 238

PRIMARY BID  
THIS PROPOSAL PREPARED FOR

UPSHUR COUNTY

NOVEMBER 26, 1986

BY  
CPS BUSINESS SYSTEMS, INC.  
DALLAS, TEXAS

Texas Charter Number 441398-0  
Taxpayer ID Number 1-75-1607857-7

**NOTE:** Prices and policies are subject to change without notice after sixty (60) days.

**NOTE:** This presentation contains confidential information and is the property of CPS Business Systems, Inc. Please preserve the confidentiality of its contents.

**NOTE:** These prices are for reference only. This is not a bid.

PRIMARY BID

Hardware Investment Analysis  
Designed For

UPSEUR COUNTY

DESCRIPTION

Price

CIE 680/250 with

- \* 32 Bit High Speed Ram Memory
- \* 2 MB Total Ram Memory
- \* 337 MB Winchester Disk Storage
- \* Expandable To 64 CRT's
- \* 40" System Cabinet
- \* 60 MB Tape Backup

One (1) Lips 10 Lazer Printer  
(10 pages/minute)

Three (3) CIE 315 Printer (300 cps)  
(\$895/each)

Existing Terminals and Printers May  
Be Used Also

Remote Diagnostics

Three (3) Televideo 905 Display Terminals  
(\$595/each)

One (1) M304X 300 LPM Printer

TOTAL	\$ 77,075
Less Govt. Discount	<u>30,830</u>
HARDWARE SUBTOTAL	\$ 46,245
Installation	1130
Distribution	<u>300</u>
HARDWARE TOTAL	<u>\$ 47,675</u>

- See Notes on the Following Page -

November 26, 1986

One Time Software License

For

UPSHUR COUNTY

<u>DESCRIPTION</u>	<u>PRICE</u>
Adult Probation Module	
District Attorney Module	
Sheriff Module	
Justice of the Peace Module	
Jury Selection Module	
Child Support Module	
APPLICATION SOFTWARE	\$16,000
OPERATING SYSTEM	3,600
CONVERSION SYSTEM	<u>T&amp;M</u>
SOFTWARE TOTAL	<u>\$19,600</u>

Optional Software Maintenance is \$155.00/month.

NOTES:

- Prices are subject to change without notice after sixty (60) days.
- All operator training will be conducted at Customer's site.
- Program modifications will be charged at \$65.00/hour plus expenses.
- Programs are warranted for one year for errors unless modified by unauthorized personnel.
- Installation of peripherals will be done on a time and material basis.

1. Connectors - \$25.00 each
2. Cable - \$ .95/ft.

-40 hours training included with system.

Investment Summary  
Designed For

UPSHUR COUNTY

<u>DESCRIPTION</u>	<u>PRICE</u>
Hardware Subtotal	\$46,245
Installation	1,130
Distribution	<u>300</u>
<b>HARDWARE TOTAL</b>	<b>\$47,675</b>
Application Software	\$16,000
Operating System Conversion (if applicable)	<u>3,600</u> T&M
<b>SOFTWARE TOTAL</b>	<b>\$19,600</b>
<b>SYSTEM TOTAL</b>	<b><u>\$63,675</u></b>
Yearly Hardware Maintenance	\$4592
Yearly Software Maintenance	\$1255

VOL 28 PG 542

ALTERNATE BID #1  
THIS PROPOSAL PREPARED FOR

UPSHUR COUNTY

NOVEMBER 26, 1986

BY  
CPS BUSINESS SYSTEMS, INC.  
DALLAS, TEXAS

Texas Charter Number 441398-0  
Taxpayer ID Number 1-75-1607857-7

**NOTE:** Prices and policies are subject to change without notice after sixty (60) days.

**NOTE:** This presentation contains confidential information and is the property of CPS Business Systems, Inc. Please preserve the confidentiality of its contents.

**NOTE:** These prices are for reference only. This is not a bid.

## ALTERNATE BID #1

Hardware Investment Analysis  
Designed For

## UPSHUR COUNTY

<u>DESCRIPTION</u>	<u>Price</u>
CIE 680/250 with	
* 32 Bit High Speed Ram Memory	
* 2 MB Total Ram Memory	
* 689 MB Winchester Disk Storage	
* Expandable To 64 CRT's	
* 40" System Cabinet	
* 60 MB Tape Backup	
One (1) Lips 10 Lazer Printer (10 pages/minute)	
Three (3) CIE 315 Printer (300 cps) (\$895/each)	
Existing Terminals and Printers May Be Used Also	
Remote Diagnostics	
Three (3) Televideo 905 Display Terminals (\$595/each)	
One (1) M304X 300 LPM Printer	
TOTAL	\$ 97,475
Less Govt. Discount	38,990
HARDWARE SUBTOTAL	<u>\$ 58,485</u>
Installation	1,130
Distribution	<u>300</u>
HARDWARE TOTAL	<u><u>\$ 59,915</u></u>

- See Notes on te Following Page -

VOL: 28 PG 244

ALTERNATE BID #1

Investment Summary  
Designed For

UPSHUR COUNTY

<u>DESCRIPTION</u>	<u>PRICE</u>
Hardware Subtotal	\$ 58,485
Installation	1,130
Distribution	300
HARDWARE TOTAL	<u>\$ 59,915</u>
Application Software	\$ 16,000
Operating System	3,600
Conversion (if applicable)	<u>T &amp; M</u>
SOFTWARE TOTAL	\$ 19,600
SYSTEM TOTAL	<u>\$ 79,515</u>
Yearly Hardware Maintenance -	\$5686
Yearly Software Maintenance -	\$1255

November 26, 1986

## One Time Software License

For

UPSHUR COUNTY

<u>DESCRIPTION</u>	<u>PRICE</u>
Adult Probation Module	
District Attorney Module	
Sheriff Module	
Justice of the Peace Module	
Jury Selection Module	
Child Support Module	
APPLICATION SOFTWARE	\$16,000
OPERATING SYSTEM	3,600
CONVERSION SYSTEM	<u>T&amp;M</u>
SOFTWARE TOTAL	<u>\$19,600</u>

Optional Software Maintenance is \$155.00/month.

## NOTES:

-Prices are subject to change without notice after sixty (60) days.

-All operator training will be conducted at Customer's site.

-Program modifications will be charged at \$65.00/hour plus expenses.

-Programs are warranted for one year for errors unless modified by unauthorized personnel.

-Installation of peripherals will be done on a time and material basis.

1. Connectors - \$25.00 each
2. Cable - \$ .95/ft.

-40 hours training included with system.

**PLEASE NOTE THE FOLLOWING:**

- Prices are subject to change without notice after sixty (60) days.
- CPS will deliver and install the system; therefore, no arrangements need to be made by the customer with the freight carrier.
- Cable is chargeable at \$.95/ft. and cable ends are \$25.00 per end. It will be the customer's responsibility to have all electrical and logic cables installed. Logic cables and cable ends can be obtained from CPS Business Systems, Inc. CPS will provide a site preparation to assist with technical and operational procedures.
- Installation charge quoted applies to one trip to customer site for initial installation of hardware. If customer requests more than one trip, the normal service rate plus expenses will be charged.
- Maintenance quoted for first year, after ninety (90) day warranty with 10% discount on maintenance paid by the year.
- Maintenance quoted is in addition to maintenance being supplied by existing vendor.

ALTERNATE BID #2  
THIS PROPOSAL PREPARED FOR

UPSHUR COUNTY

NOVEMBER 26, 1986

BY  
CPS BUSINESS SYSTEMS, INC.  
DALLAS, TEXAS

Texas Charter Number 441398-0  
Taxpayer ID Number 1-75-1607857-7

**NOTE:** Prices and policies are subject to change without notice after sixty (60) days.

**NOTE:** This presentation contains confidential information and is the property of CPS Business Systems, Inc. Please preserve the confidentiality of its contents.

**NOTE:** These prices are for reference only. This is not a bid.

The Honorable Everett Dean  
November 26, 1986  
Page Two

In addition to CPS's many resources devoted to customer support, we also offer our customers:

- Semi-annual workshops or seminars on how to improve your computer system's productivity. We listen to our customer's recommendations on how we should improve our system.
- Users-group for quantity purchasing of forms and paper goods.
- Consulting services for all aspects of county government.

After you have reviewed this proposal in its entirety, we will be pleased to confer with you to be certain all your questions have been answered, and to begin the planning necessary to achieve a completely operational system at the earliest possible date.

Thank you for your consideration.

Sincerely yours,

Gary Day  
Account Manager

GD:ms

Enclosures

ALTERNATE BID #2  
 Hardware Investment Analysis  
 Designed For

UPSHUR COUNTY

<u>DESCRIPTION</u>	<u>Price</u>
CIE 680/200 with	
* 2 MB Total Ram Memory	
* 337 MB Winchester Disk Storage	
* Expandable To 64 CRT's	
* 40" System Cabinet	
* 60 MB Tape Backup	
Three (3) 905 Video Display Terminal (\$595/each)	
One (1) M304X 300 LPM Printer	
One (1) Lips 10 Lazer Printer 10 pages per/minute	
Three (3) CIE 315 Printer (300 cps) (\$895/each)	
Existing Terminals and Printers May Be Used Also	
Remote Diagnostics	
TOTAL	\$ 72,270
Less Govt. Discount	<u>28,908</u>
HARDWARE SUBTOTAL	\$ 43,362
Installation	1,030
Distribution	<u>300</u>
HARDWARE TOTAL	<u>\$ 44,692</u>

- See Notes on the Following Page -

**PLEASE NOTE THE FOLLOWING:**

- Prices are subject to change without notice after sixty (60) days.
- CPS will deliver and install the system; therefore, no arrangements need to be made by the customer with the freight carrier.
- Cable is chargeable at \$.95/ft. and cable ends are \$25.00 per end. It will be the customer's responsibility to have all electrical and logic cables installed. Logic cables and cable ends can be obtained from CPS Business Systems, Inc. CPS will provide a site preparation to assist with technical and operational procedures.
- Installation charge quoted applies to one trip to customer site for initial installation of hardware. If customer requests more than one trip, the normal service rate plus expenses will be charged.
- Maintenance quoted for first year, after ninety (90) day warranty with 10% discount on maintenance paid by the year.
- Maintenance quoted is in addition to maintenance being supplied by existing vendor.
- Installation supplied by Sperry @ T&M.

ALTERNATE BID #2  
 Investment Summary  
 Designed For  
 UPSHUR COUNTY

<u>DESCRIPTION</u>	<u>PRICE</u>
Hardware Subtotal	\$43,362
Installation	1,030
Distribution	<u>300</u>
HARDWARE TOTAL	\$44,692
Application Software	\$16,000
Operating System	3,600
Conversion (if applicable)	<u>T&amp;M</u>
SOFTWARE TOTAL	\$19,600
SYSTEM TOTAL	<u>\$64,292</u>

Yearly Hardware Maintenance \_ \$4592

Yearly Software Maintenance - \$1255

November 26, 1986

One Time Software License

For

UPSHUR COUNTY

<u>DESCRIPTION</u>	<u>PRICE</u>
Adult Probation Module	
District Attorney Module	
Sheriff Module	
Justice of the Peace Module	
Jury Selection Module	
Child Support Module	
APPLICATION SOFTWARE	\$16,000
OPERATING SYSTEM	3,600
CONVERSION SYSTEM	<u>T&amp;M</u>
SOFTWARE TOTAL	<u>\$19,600</u>

Optional Software Maintenance is \$155.00/month.

NOTES:

- Prices are subject to change without notice after sixty (60) days.
- All operator training will be conducted at Customer's site.
- Program modifications will be charged at \$65.00/hour plus expenses.
- Programs are warranted for one year for errors unless modified by unauthorized personnel.
- Installation of peripherals will be done on a time and material basis.
  1. Connectors - \$25.00 each
  2. Cable - \$ .95/ft.
- 40 hours training included with system.

ALTERNATE BID #3

Hardware Investment Analysis  
Designed For

UPSHUR COUNTY

<u>DESCRIPTION</u>	<u>Price</u>
Texas Instruments 8337	
* 512KB Cached Error Corrective Memory	
* 337 MB Winchester Disk Storage	
* 40" System Cabinet	
* 1600 BPI Tape Drive	
Three (3) 905 Video Display Terminal (\$595/each)	
One (1) M304X 300 LPM Printer	
One (1) Lips 10 Lazer Printer 10 pages per/minute	
Three (3) CIE 315 Printer (300 cps) (\$895/each)	
Existing Terminals and Printers May Be Used Also	
Remote Diagnostics	
TOTAL	\$ 101,010
Less Govt. Discount	<u>40,404</u>
HARDWARE SUBTOTAL	\$ 60,606
Installation	1,430
Distribution	<u>300</u>
HARDWARE TOTAL	<u><u>\$ 62,336</u></u>

- See Notes on the Following Page -

PLEASE NOTE THE FOLLOWING:

- Prices are subject to change without notice after sixty (60) days.
- CPS will deliver and install the system; therefore, no arrangements need to be made by the customer with the freight carrier.
- Cable is chargeable at \$.95/ft. and cable ends are \$25.00 per end. It will be the customer's responsibility to have all electrical and logic cables installed. Logic cables and cable ends can be obtained from CPS Business Systems, Inc. CPS will provide a site preparation to assist with technical and operational procedures.
- Installation charge quoted applies to one trip to customer site for initial installation of hardware. If customer requests more than one trip, the normal service rate plus expenses will be charged.
- Maintenance quoted for first year, after ninety (90) day warranty with 10% discount on maintenance paid by the year.
- Maintenance quoted is in addition to maintenance being supplied by existing vendor.

ALTERNATE BID #3  
Investment Summary  
Designed For  
UPSHUR COUNTY

<u>DESCRIPTION</u>	<u>PRICE</u>
Hardware Subtotal	\$ 60,606
Installation	1,430
Distribution	300
HARDWARE TOTAL	<u>\$ 62,336</u>
Application Software	\$ 16,000
Operating System	3,600
Conversion (if applicable)	<u>T &amp; M</u>
SOFTWARE TOTAL	\$ 19,600
SYSTEM TOTAL	<u><u>\$ 81,936</u></u>
Yearly Hardware Maintenance -	\$5945
Yearly Software Maintenance -	\$1255

- COMPU\TYPE -  
216 Jefferson St. Gilmer, Tx 75644

Upshur County  
P.O.Box 730  
Gilmer, Tx 75644

11-24-86

This quote is in response to your "Request For Proposal,"  
Data Processing Equipment, Upshur County, Texas, Para: 5.1,  
Computer Hardware, sub. Para: Printers.

ITEM	QTY	DESCRIPTION	COST/ea.	TOTAL
1	1	Printronix P-300 300LPM Serial Multiform (6) Refurbished	3495.00	3495.00
2	1	Hewlett Packard LaserJet PLUS Serial input Printer	3595.00	3595.00
3	1	LaserJet PLUS Toner	105.00	105.00
4	3	Epson FX 286 wide carriage, 200 CPS Parallel Printer	719.00	2157.00
5	3	Parallel input Printer Cable	27.00	81.00
Reference Para: 5.1 Computer Hardware sub Para: Terminals				
6	13	Wyse Model 50 Terminal 14"Screen,Swivel & Tilt base, Standard Keyboard plus 16 Function keys,32 Functions	595.00	7735.00

Delivery 14 days ARO. Bidder to pay all transportation  
and delivery charges.

Thank you for the opportunity of participating in this  
"Request for Proposal". Any additional information needed.  
please contact me.

  
Grady Giles

**Upshur County  
System Specifications**

**Option One**

**Hardware Specifications :**

Ultimate/DEC 3020  
1MB of memory  
227MB Disk Drive  
1600 BPI 1/2" Tape Drive  
16 User Configuration  
1200 Baud Modem ( Remote Diagnostics )

**System Software :**

PICK Operating System  
PICK Database Management/Query System  
PICK Recall Report Generator  
UltiWord - Word Processor

**System Purchase Price :     \$ 45,700**

**System Maintenance ( Monthly )**

Hardware Maintenance . . . . . \$ 435  
Operating System, System Utilities . . . . \$ inc

Upshur County  
System Specifications

Option Two

Hardware Specifications :

NCR/ADDS 6000 Model 4  
2MB of memory with 8KB Cache  
280MB Disk Drive  
16 Port High Performance Serial I/O Controller  
\* Battery Backup  
System Console Terminal/Workstation  
1200 Baud Modem ( Remote Diagnostics )

System Software :

PICK Operating System  
PICK Database Management/Query System  
PICK Recall Report Generator  
Documentor - Word Processor  
Calcumentor - Spread Sheet

System Purchase Price :     \$ 41,500

System Maintenance ( Monthly )

Hardware Maintenance . . . . . \$ 365  
Operating System, System Utilities . . . . . \$ inc

Opshur County  
Peripheral Equipment

<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>
(1)	Laser Printer	\$ 3,120 (ea)
(3)	Wyse 50 CRT w/Cable	\$ 700 (ea)
(2)	200 CPS Printers w/cable	\$ 1,250 (ea)

VOL 28 PG 560

IBM

COPY

International Business Machines Corporation

1015 E. Southeast Loop 323  
P.O. Box 9040  
Tyler, Texas 75711  
214/581-0300

November 25, 1986

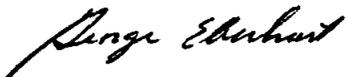
Upshur County  
Commissioners Court  
Judge Everett Dean  
Box 730  
Gilmer, TX 75644

Gentlemen:

IBM is pleased to submit the attached proposal in response to your request for bid dated November 12, 1986.

We look forward to the opportunity to be the vendor of choice to address your data processing needs for the Criminal Justice building.

Best regards,



George Eberhart  
Advisory Marketing Representative

3BC9.329L.2.1

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 IBM

Signed by Advisory Marketing Representative George Eberhart  
(Sign name in writing) (Title)

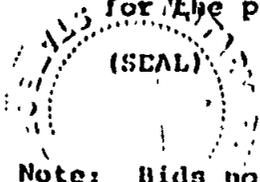
Address: 1015 East Southeast Loop 323 Tyler, TX 75701  
(Zip Code)

Telephone No. 214/501-0300 Date 11/25/86

AFFIDAVIT

STATE OF TEXAS  
COUNTY OF Smith

Before me the undersigned authority on this the 25th  
day of November, 1986, personally appeared  
George Eberhart who being duly  
sworn deposes and says that he signed the above instrument  
for the purposes and considerations herein expressed.



Judy East  
Notary Public in and for Smith County, Texas  
My commission expires July 30, 1989

Note: Bids not notarized will not be considered.

COST SUMMARY

The following costs are per the bid specifications. See the attached for more detailed information and suggested alternatives for reducing the costs.

	<u>PURCHASE COST</u>	<u>MAINTENANCE</u>
Hardware	\$53,100.00	\$394/Mo after all warranties
Software-IBM	5,224.00	No Charge
-Non IBM	12,500.00	\$100/Mo + \$500 one time charge
Installation/ Training	<u>4,000.00</u>	
	74,824.00	

Hardware and Software Detail

The following will meet or exceed the bid specifications

		<u>NET COST</u>	<u>MAINT</u>	<u>WARRANTY</u>
<b>I. Hardware</b>				
1	5362-C02 1MB of Memory 60 MB of Disk Storage 2nd Work Station Controller Tape attachment 1 Diskette Drive	\$16,365.00	\$75/Mo	90 days
1	9332-220 Disk Drive 200 MB  Total Disk Capacity:260MB	7,140.00	15/Mo	1 year
1	6157-001 Tape Drive	1,077.00	11.66/Mo	1 year
13	3196-A10/Display \$842.00 ea 102 key T/W Layout	10,946.00	4.17 Mo each	3 years
1	4234-002 Printer 300LPM,DP Mode	6,600.00	85/Mo	90 days
1	3812-001 Page Printer (Laser) 12 pages/min.	6,922.00	128/Mo	90 days
3	4210-001 Printer 200 CPS Wide Carriage \$1,350.00 ea.	4,050.00	25/Mo	90 days
	Hardware SubTotal	\$53,100.00	\$19,221.00 for 5 years	

II.

<b>A. Software-From IBM</b>		<u>Net Cost</u>	<u>Maint</u>
5727-SS1	System Support	\$2,800.00	
	Tape Support	280.00	
5727-RG1	RPGII Compiler	240.00	
5727-UT1	Utilities	420.00	
5727-UP1	Displaywrite/36	1,400.00*	
	Dictionary (English)	84.00*	
			00.0**

\*Recommended for use by District Attorney's office and other misc. word processing requirements.

\*\*Maintenance on IBM software is provided by IBM at no additional cost.

**B. Software From Non-IBM Sources:**

**S/36 Application Software**

From: Northeast Texas Data Corp.	<u>Purchase Cost</u>	<u>Maint</u>
Adult Probation	\$ 5,000.00	
Justice of the Peace (Court docket sys)	2,500.00	
Jury Selection	2,500.00	
Child Support	2,000.00	
	<u>12,000.00</u>	<u>1,200.00/yr.</u>

Installation and training @ \$50/hr                      2,000.00 Estimated

From: Orange County (Public Domain software - Installed and supported by  
Nacodoches County: (409)560-7701)

Sheriff's Module (includes District Attorney)	500.00	500.00 1 time chg
Installation and training @ \$35/hr	2,000.00 Estimated	

Software Subtotal	<u>21,724.00</u>	1,200.00/year
Grand Total	\$74,824.00	25,721.00 5 years

Northeast Texas Data Corporation

David Graves (214)882-2991  
Sulphur Springs, Texas

Orange County

Phyllis Boudreaux (409)883-7740  
Beaumont, Texas

The above mentioned sources of software are provided for your convenience so that all costs can be identified in one proposal. It is still the responsibility of the county to select the software and contract directly with the vendor for any services they may offer.

**III Installation**

All equipment is customer set-up including stringing of cable for terminal. An installation planning session will be held with the county prior to install so that all questions can be addressed. We suggest a budget of \$800.00 for wall receptacles, and cable, and installation.

**IV Conversion**

Because of so many unknown factors it is very unwise for a bidder to bid a conversion cost. It is also unwise for the customer to take a bid with a fixed conversion cost for fear that it is too low and thus wind up with a sloppy conversion just to stay within the bid.

We would suggest a budget of \$5,000.00 for data file conversion.

## SPECIFICATIONS OF EQUIPMENT BID

<u>Hardware</u>	<u>IBM Special Bid</u>	<u>Requested Specs</u>
<b>CPU-5362-C02</b>		
-Memory	1024K (1MB)	512K
-Expansion	Up to 2048K (2MB)	1024
-Avg. Access Time (Disk)	19MS	25MS
-Transfer Rate (Disk)	2.5M Bytes/Sec.	1.5M Bytes
-No. Addressable Devices		
- Local	28	28
- Remote	64	Not Specified
- Total	92	64
<b>Disk Storage</b>		
-Capacity	260MB	260MB
-Data Transfer Rate	2.5MB/Sec. Disk to Controller	1.5MB/Sec.
	5.7MB/Sec. Controller to CPU	1.5MB/Sec.
-Capacity Expansion	Up to 520MB	520MB
<b>Terminals</b>		
	Prog.Func.Keys-24	Required
	102 Keys Typewriter Layout	Not Spec'd
	10 Key Num. Pad	Not Spec'd
	Upper/Lower Case	Not Spec'd
	Keyboard Movable	Not Spec'd
	Tilt, Swivel Screen	Not Spec'd
	12" X 12" Base	Not Spec'd
	Remote Access-Courthouse to Justice Center	Required
	Response time:2 Sec.-Yes Required (Depends 2.5 Sec.w/64 Terminals-Maybe	greatly upon what additional programs are required to do.)
<b>Attach Microcomputer (PC)</b>	Yes - See note and cost under Personal Computer.	Required in future
<b>Printers</b>		
	(1) 300 lpm Proposed	Required
	(1) Laser Proposed	Required
	(3) Dotmatrix 200 cps proposed	Required
	Use of current printers	Desirable
	-See note on Personal Computers	

2BC9.3296.3.1

**Maint./Installation**

- Costs & Warranty Shown with cost of hardware
- All installation is customer set-up, IBM will check out
- Battery Power Back-up is available for CPU but normally not required because system will come back to where it left off when power is reestablished.
- Response time to service calls cannot be guaranteed due to such conditions as weather, etc. However, it is part of IBM's performance criteria to respond to 90% of all calls in two hours.

**Alternatives to the bid specifications:**

**Printers -**

All printers attached to the System/36 are considered system printers. That is, output can be directed to any printer from any terminal depending on the requirements, speed, letter quality, etc.

If there does not exist a requirement for heavy printing at any time of the month, it would be just as well to save some money and use the 4224 printer (200 lps or 400 cps).

Careful consideration should be given to letter quality and near letter quality printing requirements. The laser (page) printer is designed for fairly heavy volume, excellent quality printing. The 4224 printer provides normal D.P. quality and near letter quality for less cost than the 3812 page printer.

The 4224 with the "document on demand" feature is particularly well suited for the application that requires the printing of a single form that can be torn off without wasting or damaging the next form. This is an application feature frequently overlooked such as a dispatch card or jail card.

Samples of the various qualities of printing are available upon request.

<u>System/36 Hardware</u>	<u>Purchase Price</u>	<u>Discount</u>	<u>Net</u>	<u>Monthly Maintenance</u>
CPU 5360-B23, 512K, 200MB 2nd Workstation Controller	\$41,850 <u>2,000</u>			\$ 174.00 <u>3.50</u>
No tape drive necessary, backup provided by dual magazine diskette drives.	43,850	30%	30,695	177.50
CPU 5362-C02-1024K, 60MB 2nd Workstation Controller Tape Attachment	21,625 2,000 <u>800</u>			75.00
	24,425	33%	16,365	75.00
9332-220 Disk Storage, 200MB 6157-001 Data Streaming Tape Drive	8,500  1,795	16%  40%	7,140  <u>1,077</u> 24,582	15.00  11.66
<b>TERMINALS</b>				
<b>Displays -</b>				
-3196-A10 102 Key, T/W Layout Amber or Green	1,295	35%	842	4.17
OR				
-3196-A20 122 Key, D/P Layout Amber or Green	1,295	35%	842	4.17
<b>Printers -</b>				
4324 Dot Band Printer 410 LPM Draft Mode 300 LPM D.P. Mode 120 LPM Near Letter Quality	8,800	25%	6,600	85.00
4224-101 200 CPS DP Mode 100 CPS DP Text 50 CPS Near Letter Quality (NLQ)	4,200	25%	3,150	30.00
4224-102 400 CPS DP Mode 200 CPS DP Text 100 CPS NLQ	6,000	25%	4,500	40.00
4210-001 200 CPS DP Mode	1,800	25%	1,350	25.00
3812 Page Printer (Laser) w/CPU Attachment 12 Pages/Minute	9,230	25%	6,922	128.00

2BC9.3296.3.3

Personal Computer  
(Microcomputer)

<u>Hardware</u>	<u>Purchase Price</u>	<u>Discount</u>	<u>Net</u>	<u>Monthly Maint.</u>
5160-268 PC-XT 640K, 1 Diskette, w/Keyboard Monochrome Display & Printer Adapter	\$ 2,145	35%	\$1,557	\$ 59.00
5151-001 Display	275	35%	179	7.33
4202-001 Proprinter, wide carriage, 200 CPS	844	37%	531	17.50
DOS 3.2	95	30%	66	
5250 Emulation	845	30%	59	
			2,392	83.83

Note: The IBM Personal Computer (PC-XT) can be used as a normal stand-alone PC (microcomputer) or as a display and printer attached to the System/36. The PC-XT, as described above, is about the same cost as a 3196 display and a 4218 printer, thereby saving the future cost of a microcomputer. It is also very likely that one of your current printers could attach in place of the 4202 shown above.

A 5201 Quietwriter, letter quality printer (\$1,128.00) could be used in place of the 4202 printer shown above. This would be a good substitute for the laser (page printer) for the District Attorney's office and save about \$6,000.00.

Suggested Alternative - Hardware

		<u>Net Cost</u>	<u>Mo. Maintenance</u>
5362-C02	1024K, 60MB	\$16,365.00	\$75.00
9332-220	Disk 200MB	7,14.00	15.00
6157-001	Tape Drive	1,077.00	11.66
3196-A10	Display 12 @\$842.00	10,104.00	4.17
4224-102	Printer 400 CPS	4,500.00	40.00
4210-001	Printer 200 CPS 3 @\$1,350.00	4,050.00	25.00
PC-XT	With Display	2,989.00	83.00
	With Quietwriter		
	<b>Total Hardware</b>	<b>\$46,225.00</b>	

Thank you for the opportunity to bid on your computer system. I have included a list of application software that is available for the IBM System 36.

## APPLICATION SOFTWARE

Adult Probation	5,000.00
District Attorney	Not Available
Sheriff	Not Available
Justice of the Peace	2,500.00
Jury selection	2,500.00
Child Support	2,000.00
	-----
Total Application Software	12,000.00
Annual software maintenance	1,200.00

The prices indicated above include installation of your IBM system 36, IBM software, and application software at no extra charge. Items not included that could result in additional costs are listed below.

- a. Data conversion
- b. Pre-installation services
- c. Training
- d. Program modifications

While these services are not included in the purchase price, they are available to you. We charge \$50 per hour and \$.50 per mile one-way.

All software is written in COBOL and was developed specifically for the IBM System 36.

Sincerely,



David Graves  
President  
The Northeast Texas Data Corp.

CUSTOMER REFERENCE LIST

VOL 28 PG 521

CRIMINAL DOCKET:

H. W. Scott - County Judge  
Hopkins County Courthouse  
Sulphur Springs, Texas 75482  
214/885-3926

Mary Attlsey - County Clerk  
Hopkins County Courthouse  
Sulphur Springs, Texas 75482  
214/885-3929

W. H. Bauman - Justice of the Peace  
300 Rosemont Street  
Sulphur Springs, Texas 75482  
214/885-8644

Debbie Reynolds - Secretary  
Justice of the Peace  
Franklin County Courthouse  
Mt. Vernon, Texas 75457  
214/537-4644

CHILD SUPPORT:

Patricia Dorner - Deputy  
District Clerk's Office/Courthouse  
Sulphur Springs, Texas 75482  
214/885-2656

ADULT PROBATION:

Mark Miller - Chief Probation Officer  
Post Office Box 663  
Sulphur Springs, Texas 75482  
214/885-7851

The State of Texas  
Secretary of State

CERTIFICATE OF INCORPORATION

OF

THE NORTHEAST TEXAS DATA CORPORATION  
CHARTER NUMBER 738615

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,  
HEREBY CERTIFIES THAT ARTICLES OF INCORPORATION FOR THE ABOVE  
CORPORATION, DULY SIGNED AND VERIFIED HAVE BEEN RECEIVED IN THIS  
OFFICE AND ARE FOUND TO CONFORM TO LAW.

I, THE UNDERSIGNED, AS SUCH SECRETARY OF STATE, AND BY  
VIRTUE OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES  
THIS CERTIFICATE OF INCORPORATION AND ATTACHES HERETO A COPY OF THE  
ARTICLES OF INCORPORATION.

DATE: Feb. 29, 1939



  
Secretary of State

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 NORTHEAST TEXAS DATA CORPORATION  
Signed by David Graves PRESIDENT  
(Sign name in writing) (Title)  
Address: 331 Rosemont Street/P O Box 422, Sulphur Springs, Tx 75482  
(Zip Code)  
Telephone No. 214/885-2991 Date 11/19/86

AFFIDAVIT

STATE OF TEXAS  
COUNTY OF

Before me the undersigned authority on this the 19th  
day of November, 19 86, personally appeared  
David Graves who being duly  
sworn deposes and says that he signed the above instrument  
for the purposes and considerations herein expressed.

(SEAL)

L. Dorothy Easley Hopkins County  
Notary Public in and for Hopkins County, Texas  
My commission expires Feb 29 1987

Note: Bids not notarized will not be considered.



Office of the  
Governor

Criminal Justice Division

**GRANT ADJUSTMENT NOTICE**

<b>Grantee</b>	<b>Grant Number</b>
Upshur County	SF-87-D02-1136
<b>Title of Project</b>	<b>Adjustment Number</b>
Prosecution Assistance/1	18968
<b>Nature of Adjustment</b>	<b>Date</b>
Approval of Sole Source Procurement	November 17, 1986

To Grantee:

letter from Lowell C. Holt, Criminal District Attorney, dated November 11, 1986,  
Pursuant to with attached documentation.

the following change, amendment, or adjustment in the above grant project is approved, subject to such conditions or limitations as may be set forth below.

By   
Executive Director

The Criminal Justice Division has reviewed the documentation submitted by Upshur County to satisfy the Special Condition 1.a. (Consultant and Professional Services) regarding sole source procurement.

Sole source procurement is authorized based upon the information provided and upon approval by the Upshur County Commissioner's Court.

The foregoing adjustment(s) has/have altered your approved project budget as reflected below.

	Criminal Justice Support	Cash Contribution	Total Cash Project	*In-Kind Contribution	*Total Project
A. Personnel					
B. Professional & Contract Services					
C. Travel					
D. Equipment					
E. Construction					
F. Supplies & Direct Operating Expense					
G. Indirect Cost					
H. Total					

\*For use only when budget contains in-kind contribution that must be accounted for.

STATE OF TEXAS )  
COUNTY OF UPSHUR )

VOL 28 PG 525

CONTRACT FOR PERSONAL SERVICES

THIS CONTRACT is between Upshur County, Texas, identified hereinafter as "Grantee Agency" by and through its duly authorized representative, the Honorable Lowell Holt, Criminal District Attorney for Upshur County, Texas, acting in his official capacity, identified hereinafter as "the Prosecutor", and Stephen P. Tokoly, identified hereinafter as "Service Provider", and is as follows:

1. Retention and Duties of Expert

The Prosecutor is in need of technical assistance in the handling of a murder case in Upshur County, Texas. In such case the defendant, Jerry Walter McFadden, has been charged with intentionally causing the death of Suzanne Denise Harrison while the said defendant was in the course of committing and attempting to commit the offense of Aggravated Sexual Assault on her. Service Provider is an attorney in private practice and he has both the expertise and the time available to meet the needs of the Prosecutor. Therefore, the Grantee Agency retains the Service Provider for the purpose of assisting the Prosecutor in the above case. Assistance in such case by the Service Provider would include his services in pretrial proceedings as well as the trial or other disposition of the case. Assistance by Service Provider does not include his participation in any retrial or appeal of such case.

2. Compensation

As compensation for these services, the Grantee Agency agrees to be responsible for payment to Service Provider of a reasonable fee in the sum of One Hundred Seventy Five Dollars (\$175.00) per hour for services rendered. The services for which Service Provider will be entitled to payment on a time basis include but are not limited to Grand Jury appearances, conferences, witness interviews, telephone conversations, investigative work, court

appearances, travel, legal research, review of documents and materials, and drafting of legal documents. The Grantee Agency and Service Provider agree that legal fees for the services of Service Provider shall not exceed \$25,000.00.

In addition to the fee for legal services, the Grantee Agency agrees to pay any expenses incurred by Service Provider in connection with this case. Such expenses include but are not limited to expenses for experts, witnesses, investigators, typists, court reporter transcripts, travel and lodging expenses, long distance phone calls, xerox expenses, scientific tests or photographs. Grantee Agency shall, however, obtain prior written approval from the Criminal Justice Division of the Governor's Office for all court related expenses, including but not limited to expenses for experts, witnesses, investigators, court reporters, court reporter transcripts and scientific tests, that shall exceed \$150.00 per day. Further, any and all such court related expenses as well as any other expenses incurred by Service Provider, including but not limited to travel and lodging expenses, long distance phone calls and xerox expenses, which exceed a total of \$15,000.00 shall be paid by Grantee Agency.

Itemized statements for the legal services performed and the expenses incurred shall be detailed and presented by Service Provider to the Prosecutor monthly at his offices in Gilmer, Texas. Service Provider agrees to maintain and make available for inspection, audit or reproduction by any authorized representative of the State of Texas or federal government, books, documents, and other evidence pertaining to the cost and expenses of this contract to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, material, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract.

It is mutually understood and agreed by and between the Grantee Agency and Service Provider that Service Provider's employment herein is in the nature of an independent contractor furnishing prosecution services and that the Grantee Agency shall

not be liable for any form of withholding, FICA or Social Security taxes; further, it is understood and agreed that the Grantee Agency shall not be required to furnish any form of health, disability or workmen's compensation insurance for the benefit of Service Provider, his staff and/or employees.

3. Responsibility to Prosecutor and Indemnity to Service Provider

The Grantee Agency and the Prosecutor agree that Service Provider is well qualified to handle this case and agrees to appoint him as special criminal district attorney for Upshur County, for only the case referred to in Paragraph 1, above, upon the signing of this contract. The Grantee Agency and the Prosecutor understand that Service Provider shall be answerable to the Prosecutor and shall act under his direction. The Grantee Agency also agrees to indemnify Service Provider and to defend him in any and all lawsuits which shall occur by reason of his official actions on behalf of the Grantee Agency and/or the Prosecutor in the case referred to in Paragraph 1, above. The parties agree that as a private attorney Service Provider is not limiting his practice by reason of this contract to representation of the State and is only representing the State in Upshur County with respect to the above mentioned case.

The Grantee Agency and the Prosecutor also agree that the compensation and expenses payable to Service Provider under this contract shall be independent of and entirely separate from any other agreement and/or contract between Service Provider and Upshur County, Texas providing for compensation for services rendered and expenses incurred in the prosecution of the above referenced case and any payment for services rendered or expenses incurred under any such other contract or agreement shall not limit, diminish or in any way affect the compensation and expenses to be paid to Service Provider under this contract.

4. Contract in Aid of Grant

This Contract is in aid of CJD Grant No. SF-87-DO2-1136, titled Prosecution Assistance/1 and supercedes any prior written contract between Grantee Agency, the Prosecutor and Service Provider.

5. Grantee Agency Responsible

The Grantee Agency is responsible for closely monitoring the Service Provider and the exercise of reasonable care to enforce all terms and conditions of the grant.

6. Requirements of Statute Adopted

The Requirements of the Uniform Grant and Contract Management Standards (UGCMS) promulgated pursuant to the Texas Civil Statutes, Article 44.13 (32G) are adopted by reference as part of this contract, including the contract provision as in Attachment O, Item 14, of the above standards. The Grantee Agency shall keep all project records. Records shall be preserved for three years for inspection by the Criminal Justice Division of the Governor's Office or any state or federal agency authorized to inspect the same.

7. Default

In the event of a default of the Service Provider, the Grantee Agency may cancel or suspend the contract and the Service Provider shall be entitled to recover for all services provided or shall repay any funds advanced for services not yet rendered.

8. Compliance By Service Provider with All Laws

All licenses, legal certifications, or inspections required for the services of Service Provider and all applicable state and federal laws and local ordinances must be complied with by the Service Provider. Failure to comply with this requirement shall be treated as a default.

9. Term of Contract

This contract shall terminate on the Grant's expiration date or any extension thereof granted by the Criminal Justice Division. Either party may also terminate this contract for any reason by giving the other party fifteen (15) days notice. All services billed hereunder must be rendered within the grant period.

10. Headings

The headings in this contract are for the convenience of the parties. They are not part of this contract and cannot be used to interpret this contract.

WITNESS OUR HANDS on this the 13 day of November, 1986.

UPSHUR COUNTY, TEXAS,  
GRANTEE AGENCY

BY: J. Powell West  
Criminal District Attorney  
And Authorized Representative  
For Upshur County, Texas

Stephen P. Tokoly  
STEPHEN P. TOKOLY,  
SERVICE PROVIDER  
Attorney at Law  
Allianz Financial Centre at the  
Plaza of the Americas  
2323 Bryan Street, LB130  
Suite 2000  
Dallas, Texas 75201

NOTICE TO BIDDERS  
OF THE INTENTION  
TO LEASE 17,712  
ACRES OF UPSHUR  
COUNTY SCHOOL LAND  
FOR GRAZING PURPOSES ONLY

The Upshur County Commissioners Court will accept sealed bids, for grazing lease only, on 17,712 acres of land in Baylor and Throckmorton counties on December 22, 1986, at 10:00 A.M. The Commissioners Court will hear each and every interested party.

The lease is to be for a term of five (5) years and shall be non-assignable, with Upshur County reserving the right to extend or to renegotiate the leases for an additional five (5) year period. The two (2) tracts of land to be leased are described as follows:

Being 9.847 acres of land, more or less, described as follows:

Two leagues of land situated in Baylor and Throckmorton Counties, granted by the State of Texas, to the Commissioners Court of Upshur County, Texas, by patent No. 772, Volume 12, being Abstract No. 567, and to which patent and the record thereof in the general land office in Austin, Texas, reference is here made for further description and field notes and said record is made a part hereof for a full description of said land.

Being 7.865 acres of land, more or less, described as follows:

Two leagues of land situated in Throckmorton County, Texas, granted by the State of Texas to the Commissioners Court of Upshur County, by Patent No. 494, Volume 11, dated July 5th, 1856, being Abstract No. 825, and to which patent and the record thereof in the general land office in Austin, Texas, reference is here made for further description and field notes of said land.

Each of the two above described tracts of land will be leased and bidders may bid on one or both tracts.

All hunting rights are to be reserved by Upshur County and Lessee shall have no right to permit hunting on the premises.

Neither of the two described tracts of land lies adjacent to a public road. Successful bidder or bidders will be responsible for obtaining and maintaining ingress and egress rights to such tracts of land.

A certified or cashier's check for the first year of rent and the last year of rent must be attached to the bid when it is submitted. The successful bidder will then promptly enter into a lease contract with Upshur County. The successful bidder or bidders check or checks will be deposited in the general fund of Upshur County for the school fund. Checks submitted by unsuccessful bidders will be promptly returned to such unsuccessful bidder or bidders. No bid or bids will be considered except on a cash per acre per year basis. Lessee will maintain fences, corrals and tanks as well as other improvements upon the land. Lessee will have the responsibility to oversee damages to the surface by mineral development and to report any such damages to the Commissioners Court of Upshur County. Upshur County Commissioners Court reserves the right to inspect the property at any time.

In case of ambiguity or lack of clearness stating the price in the bid, the County of Upshur reserves the right to consider the most advantageous bid thereof or to reject the bid.

The County of Upshur reserves the right to reject any and all bids, waive any or all formalities, and to award the lease to the bidder or bidders who, in the opinion of the Commissioners Court, offers a proposal which is in the best interest of Upshur County. Bidders are cautioned that qualified bids will be subject to rejection.

Upshur County Commissioners Court  
Everett Dean, County Judge  
P.O. Box 790  
Gilmer, Texas 75644

**Harmony Independent School District**

Route 4, Box 652  
Gilmer, Texas 75644

(214) 725-5492



November 24, 1986

Mr. David Loyd  
Commissioner, Upshur Co.  
Courthouse  
Gilmer, Tx 75644

Dear Mr. Loyd,

Harmony I.S.D. would like to request an all weather bus turnaround on Blackjack Road. This area has grown in student population where we are now picking up 6 students. Our bus is routed north on Lime Tree so the turnin might have to be improved some. The contact person on Blackjack is Mr. Dwight Baker, Rt 3 Box 373, 725-6482

If I can help, please call me.

Sincerely,

*W.E. Taylor*

W. E. Taylor  
Transportation Director

WANDA SNOW  
Administrative Assistant

MAYSEL WATKINS  
Asst. to the Superintendent

**Union Grove Independent School District**

BOARD OF TRUSTEES  
Ray Hadaway, President  
Jesse Bailey, Vice President  
George Smith, Secretary  
Bob Davis  
Edwin Lamoreaux  
Odell Clevenger  
Shawna Spencer

EDWARD BURLESON, Superintendent  
P. O. Box 1447  
GLADEWATER, TEXAS 75647

PRINCIPALS  
Dan Ross  
Union Grove High School  
Barbara Johnson  
Union Grove Elementary School

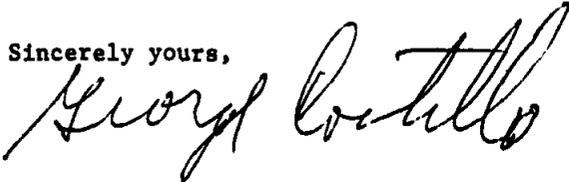
November 24, 1986

Mr. David Loyd  
Upshur County Commissioner  
Upshur County Courthouse  
Gilmer, Tx. 75644

Dear Mr. Loyd:

I would appreciate your assistance on a school bus turn-around at the Phillips Springs Estate in the Union Grove School District.

Sincerely yours,



George Costello  
Coordinator of Transportation  
and Routes, Union Grove I.S.D.

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, Louisiana Pacific

hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 1, 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. 1, over which Commissioner has jurisdiction and obligation to maintain in good repair and both parties being aware of possible damage to said roads as a result of hauling on and over same enter into the following agreement.

1.

First Party agrees to use only that section of (describe road) Willow Oak

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 loam from its lands located in Precinct No. 1, Upshur County.

4.

First Party agrees to put said road back into the same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.

First Party agrees to post surety bond in the amount 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 \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_.

214-693-3861  
E. C. Johnson Estate

Mandell Larkham  
FIRST PARTY Louisiana Pacific  
Box 688  
Carthage, Tx 75633

[Signature]  
COUNTY JUDGE

[Signature]  
COMMISSIONER #1

[Signature]  
COMMISSIONER #2

[Signature]  
COMMISSIONER #3

[Signature]  
COMMISSIONER #4

SPECIAL ROAD USE AGREEMENT CONTRACT

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

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

1.

First Party agrees to use only that section of (describe road) Red Maple and Cedar Roads (Off 1002)

2.

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

3.

First Party agrees to grade, maintain and otherwise repair said road using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing gravel from its lands located in Precinct No. 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 14th day of November, A.D. 1986.

214-592-0835

X [Signature]  
FIRST PARTY  
Reynolds Land Co.  
P.O. Box 88  
Tyler, Texas 75710

[Signature]  
COUNTY JUDGE

[Signature]  
COMMISSIONER #1

[Signature]  
COMMISSIONER #2

[Signature]  
COMMISSIONER #3

[Signature]  
COMMISSIONER #4

PERMIT APPLICATION FOR  
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 1  
DATE Nov. 24, 1986

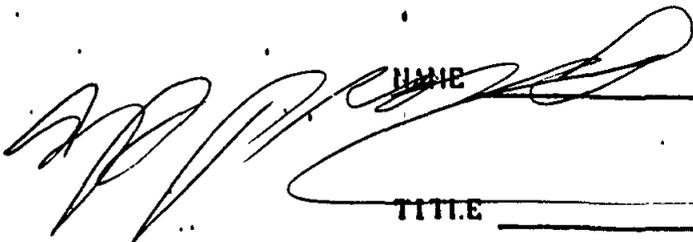
Formal notice is hereby given that Floyd Carpenter  
whose principal address is Rt. 1 Box 336, Gilmer, Texas 79644  
does propose to place a culvert installation  
within the ROW of County Road Penquin Road  
as follows:

734-5942

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

1 9 8 7  
H O L I D A Y S

VOL 28 PG 589

NEW YEAR'S DAY

THURSDAY

JANUARY 1

WASHINGTON BIRTHDAY

MONDAY

FEBRUARY 16

GOOD FRIDAY

FRIDAY

APRIL 17

MEMORIAL DAY

MONDAY

MAY 25

INDEPENDENCE DAY

FRIDAY

JULY 3

LABOR DAY

MONDAY

SEPTEMBER 7

YAMBOREE

THURSDAY & FRIDAY

OCTOBER 15 & 16

THANKSGIVING

THURSDAY & FRIDAY

NOVEMBER 26 & 27

CHRISTMAS

THURSDAY & FRIDAY

DECEMBER 24 & 25

5030

JACK M. FINLEY, INC.  
DBA LAWYERS TITLE AGENCY  
OPERATING ACCOUNT  
811A GILMER RD. 297-7721  
LONGVIEW, TEXAS 75604

88-1278/1118

Dec 5 1986

**FIRST**  
STATE BANK  
P.O. BOX 1432 GLADEWATER, TX 75647

PAY TO THE ORDER OF

J. B. Hill, Jr.

\$ 150<sup>00</sup>

One Hundred Fifty and 00/100 DOLLARS

<u>plant upkeep</u>			
<u>Dec 1986</u>			
	<u>150</u>	<u>00</u>	

LAWYERS TITLE AGENCY  
OPERATING ACCOUNT

*Mr Jack M. Finley*

THIS CHECK IS DELIVERED FOR PAYMENT ON THE ACCOUNTS LISTED

⑈005030⑈ ⑆111913798⑆ ⑈9004300⑈

BY \_\_\_\_\_  
CITY

UPSHUR COUNTY, TX.

1986 DEC -8 AM 8:47

FILED  
J.B. HILL, JR.  
COUNTY CLERK