



VOL 35 PG 469  
**UPSHUR COUNTY COMMISSIONERS COURT**

GILMER, TEXAS

5-14-90

Commissioners Court met in regular session with all members present with the exception of David Loyd.

Motion by Bill Loggins seconded by Tommy Eatherton to approve the minutes of the previous meeting. Motion carried.

Motion by Bill Loggins seconded by Gaddis Lindsey to approve the permit application of Virgil Moody to install a culvert within ROW of Snapdragon Road. Motion carried, copy attached.

Motion by Tommy Eatherton seconded by Bill Loggins to approve the permit application of Arkla Gas to install a gas line within ROW of Holly Lane. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by Bill Loggins to approve the permit application of Frances Willis to install a culvert within ROW of Martin Road. Motion carried, copy attached.

Motion by Tommy Eatherton seconded by Bill Loggins to approve the permit application of Etex Telephone to install a cable within ROW of Ocelot Road. Motion carried, copy attached.

Motion by Bill Loggins seconded by Gaddis Lindsey to approve the permit application of Clyde Lavender to install a culvert within ROW of Nasturtium Road. Motion carried, copy attached.

Motion by Tommy Eatherton seconded by Bill Loggins to approve the permit application of J. F. Lucas to install a culvert within ROW of Ocelot Road. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by Bill Loggins to approve the special road use agreement by Lasco to haul logs on Silk Tree Road. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by Bill Loggins to approve the special road use agreement by Lasco to haul logs on Silk Tree Road. Motion carried, copy attached.

Motion by Tommy Eatherton seconded by Bill Loggins to approve the special road use agreement by Lasco to haul logs on Red Oak, Mildred and Elderberry Roads. Motion carried, copy attached.

Motion by Tommy Eatherton seconded by Bill Loggins to approve the special road use agreement by Bobby Fines to haul logs on Woodchuck Road. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by Bill Loggins to approve the special road use agreement by Rodney Henson to haul gravel on Owl and Sparrow Roads. Motion carried, copy attached.

Commissioner David Loyd arrived at the meeting at 9:20 AM.

Motion by David Loyd seconded by Tommy Eatherton to approve the special road use agreement by Bill Hawthorne to haul logs on Slash Pine Road. Motion carried, copy attached.

Motion by David Loyd seconded by Tommy Eatherton to approve the special road use agreement by Vital Earth Resources/Luckwood Construction, to haul sand on Water Tower road. Motion carried, copy attached.

Motion by Bill Loggins seconded by Gaddis Lindsey to approve the special road use agreement by J. W. McDowell to haul logs on Periwinkle Road. Motion carried, copy attached.

Motion by Bill Loggins seconded by David Loyd to approve the special road use agreement by Glover Wood Co. to haul logs on Petunia and Narcissus Roads. Motion carried, copy attached.

Motion by Bill Loggins seconded by Gaddis Lindsey to approve the special road use agreement by Glover Wood Co. to haul logs on Perwinkle Road. Motion carried, copy attached.

Motion by Bill Loggins seconded by Tommy Eatherton to approve the payroll changes of the following: Jo Ann Loftis, Janet Mask, Jean Pilcher, Cynthia Greene, Wanda Hutchins, Janie Gage, Harry Crockett, Floydia Chalk and Luana Howell. These are all longevity raises with the exception of Luana Howell; this is a probationary period completed. Motion carried, copy attached.

The treasurer's monthly report was presented and discussed.

Letters from Lola Seahorn and Cloddie Henson were presented to the court concerning the appointment of someone to replace the constable of Pct. # 4 who expired April 25, 1990. Motion by Tommy Eatherton seconded by Bill Loggins to appoint Ms. Seahorn to fill the unexpired term of her husband. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by Tommy Eatherton to approve the payment of the bills now due. Motion carried, copy attached.

The interlocal agreement between Upshur County and the Texas Association of Counties was presented to the court. Motion by Gaddis Lindsey seconded by David Loyd to accept and place in the minutes. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by Bill Loggins to approve the repair of the road going to the Upshur County Sheriff Dept. shooting range. It was stated that all four commissioners would furnish labor to repair this road. Motion carried.

Motion by Bill Loggins seconded by Gaddis Lindsey to approve and confirm the formation of the rural fire prevention district. Motion carried, copy attached.

Murray Jordan met with the court to request a new computer system for the Sheriff's Department. He stated that the whole system, which includes hardware and software, will cost approximately \$25,000.00. Motion by Bill Loggins seconded by Gaddis Lindsey to advertise for bids on this. Bids to be opened June 11, 1990. Motion carried, copy attached.

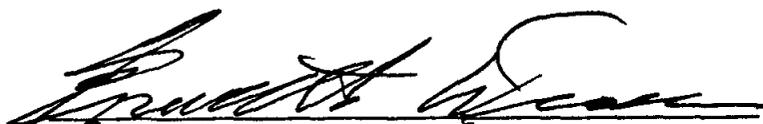
The bids on the health insurance for the county were presented. They were from Washington National, Standard Life and Transport Life. The bids were given to Tom Slack to open and compare. He will present his findings Wednesday May 16, 1990 at 9:00 AM.

Jerry Nickerson, Extension Agent, met with the court to request the purchase of a new computer for his office. He stated that the state will pay part of the cost on this and the county's part would be \$1,370.00. However, he stated that he had raised part of the money for this and would need for the county to pay only \$620.00. Motion by Gaddis Lindsey seconded by Tommy Eatherton to do so. Motion carried.

Motion by Bill Loggins seconded by Gaddis Lindsey to approve the promotions of the following: Jerry Kuhn, Wayne Young and Larry Fortson. They are all in the Sheriff's Office. Motion carried, copy attached.

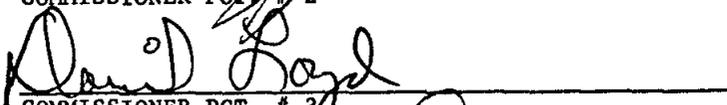
The financial report was presented and discussed. A copy will be on file in the County Clerk's Office.

Motion by Bill Loggins seconded by Gaddis Lindsey to recess until Wed., May 16, 1990 at 9:00 AM. Motion carried.

  
COUNTY JUDGE

  
COMMISSIONER PCT. # 1

  
COMMISSIONER PCT. # 2

  
COMMISSIONER PCT. # 3

  
COMMISSIONER PCT. # 4

May 16, 1990

Commissioners Court re-convened with all members present.

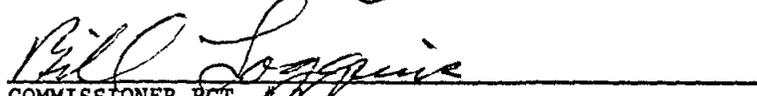
Tom Slack discussed the bids received for the health insurance for the county. He recommended Plan 1 with Transport Life which would have the same deductible and PCS rate as last year. Motion by Bill Loggins seconded by Gaddis Lindsey to accept Plan 3 which is the same as Plan 1 except for a \$25,000.00 Specific Stop Loss Level. Motion carried.

An emergency session was declared and the court met with the Juvenile Probation Officer, Ronnie Mitchell. He presented a resolution for the court's approval. This concerns a grant from the state for computer hardware and software that was not approved by the state. Motion by David Loyd seconded by Gaddis Lindsey to adopt the resolution and place in the minutes. Motion carried, copy attached.

Motion by David Loyd seconded by Bill Loggins to adjourn. Motion carried.

  
COUNTY JUDGE

  
COMMISSIONER PCT. # 1

  
COMMISSIONER PCT. # 2

  
COMMISSIONER PCT. # 3

  
COMMISSIONER PCT. # 4

VOL 35 PG 472

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 2  
DATE 4-30-90

Formal notice is hereby given that Virgil Moody  
whose principal address is Rt 1 Box 60-A, Ore City, TX 75683  
does propose to place a Culvert installation  
within the ROW of County Road Snopdragon  
as follows:

968-2778  
Corner Snopdragon +  
1689 - New Trailer  
next to Virgil Moody

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 and Bridge Department policies and specifications.

Proposed construction will begin, if approved, on or after \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

NAME Virgil Moody  
TITLE \_\_\_\_\_  
ADDRESS \_\_\_\_\_

Virgil Moody

ARKANSAS LOUISIANA GAS COMPANY

ENGINEERING DIAGRAM

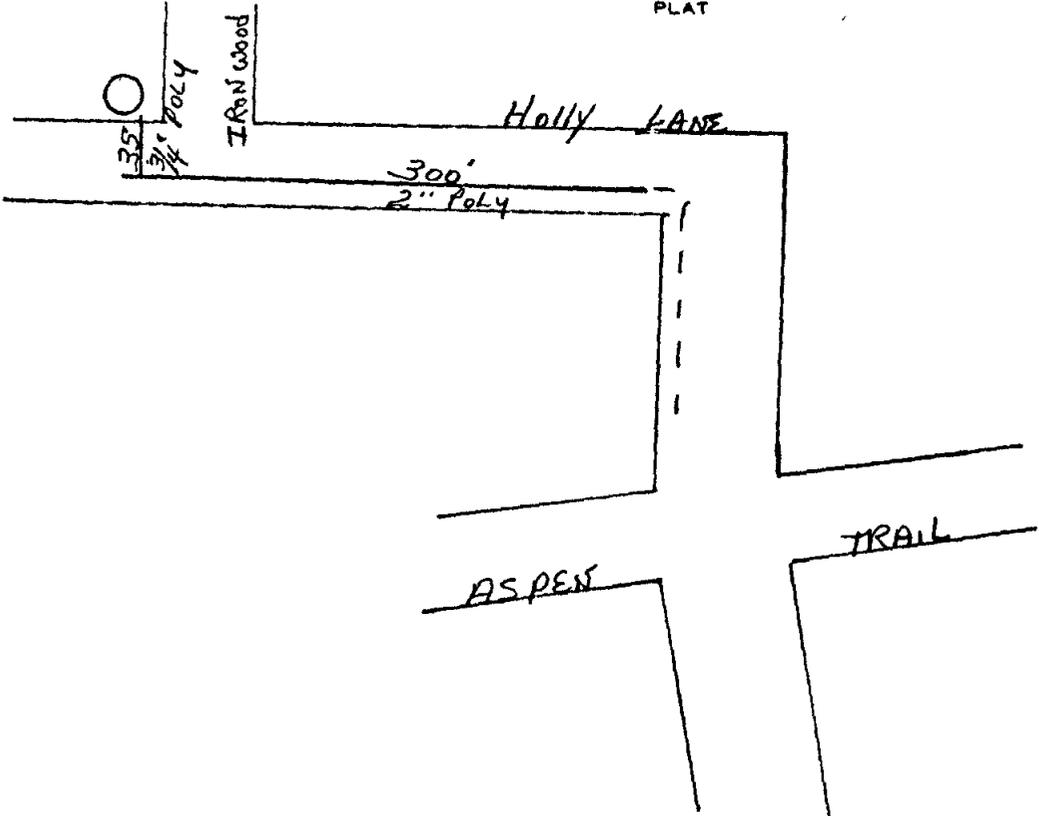
J. O. NO. C-891025 W. O. NO. \_\_\_\_\_ COUNTY UPSHUR STATE TEXAS

PIPE LAID OR REMOVED

SIZE	STEEL C I PLASTIC	HOW COUPLED	AMOUNT	WEIGHT PER FOOT	WALL THK	GRADE	NEW OR #2	COATING	MANUFACTURER	OTHER
2"	PLASTIC	FUSE	300'	.63	.216	3	NEW	PE2306	PLEXCO	
3/4"	PLASTIC	FUSE	35'				NEW	PE2306	PLEXCO	

FITTINGS AND OTHER MATERIAL

WORK COMPLETED \_\_\_\_\_ IS \_\_\_\_\_ INV. MAP 2404-D SERVICE MAP \_\_\_\_\_ STREET HOLLY LANE  
 FOREMAN DAVID L. LOFTIS TOWN GILMER, TEXAS DISTRIBUTION PLAT \_\_\_\_\_



BELOW FOR USE OF ENGINEERING DEPARTMENT

C. P. STA ETC	LAID	REMOVED	INV. MAP
SIZE			

DIAG NO \_\_\_\_\_ CHECKED \_\_\_\_\_ POSTED AT \_\_\_\_\_ BY \_\_\_\_\_

PERMIT APPLICATION FOR  
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT # 3

DATE May 1, 1990

Formal notice is hereby given that Orlana Gas Co.  
whose principal address is Box 859 Gilmer, Texas  
does propose to place a 2" poly gas line  
within the ROW of County Road Hally  
as follows:

*Start at end of existing gas line on Hally Lane continue west on South side of Hally for approximately 300 feet to intersection of Hally Lane and Ironwood Rd. with 2" poly gas line.*

*Cross Hally Lane at Ironwood with 3/4" gas service pipe to serve new home being built for Mr. Albert J. Koon.*

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 the 7th day of May, 1990.

NAME David L Loftis

TITLE Dist. Mgr.

ADDRESS Box 859 Gilmer

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT # 1  
DATE 5-8-90

Formal notice is hereby given that Frances Willie  
whose principal address is Rt. 1 Gilmer, TX 75644  
does propose to place a Culvert  
within the ROW of County Road Martin Rd.  
as follows:

The location and description of the proposed lines or apperten-  
ances 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 and  
Bridge Department policies and specifications.

Proposed construction will begin, if approved, on or after  
\_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

NAME Daddis Lindsey by M.C.

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_



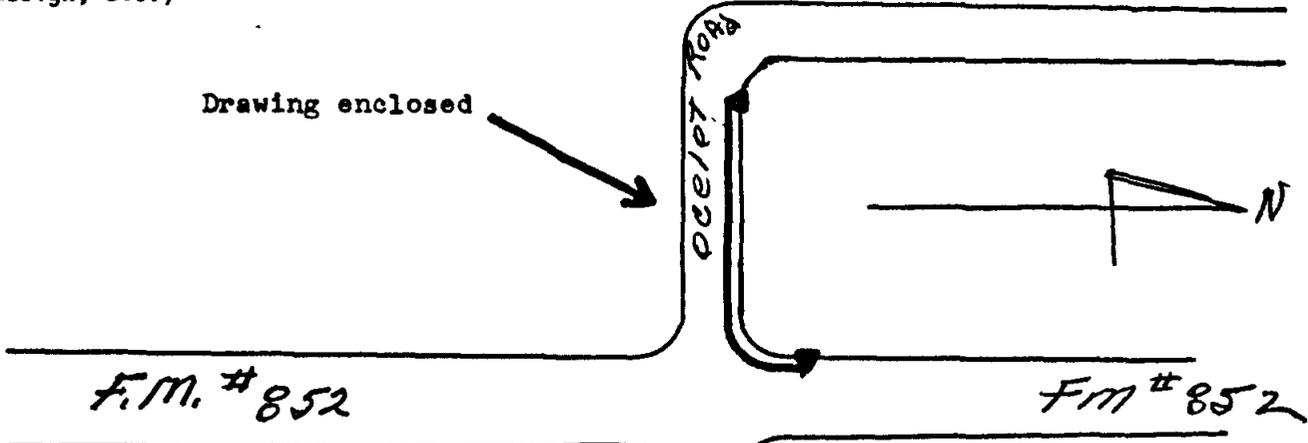
NOTICE OF PROPOSED INSTALLATION  
UTILITY LINE ON NON-CONTROLLED ACCESS COUNTY ROAD

Date May 8, 1990

TO THE COMMISSIONERS COURT  
UPSHUR TEXAS

Formal notice is hereby given that Etex Telephone Cooperative, Inc.  
proposes to place a Underground telephone cable  
line within the right-of-way of Ocelot County Road Pract. # 1  
in Upshur County, Texas as follows: (give location, length, general  
design, etc.)

Drawing enclosed



The location and description of the proposed line and appurtenances is more fully shown by two complete sets of drawings attached to this notice. The line will be constructed and maintained on the county road right-of-way as shown on the attached drawings in accordance with governing laws.

Construction of this line will begin on or after the 8 th. day of May, 19 90.

Firm Etex Telephone Coop., Inc.

By *Jimmie McLeod*

Title Right of Way Agt.

Address P. O. Box 130  
Gilmer, Texas 75644

APPROVAL

VOL 35 PG 477

TO: \_\_\_\_\_ Precinct # \_\_\_\_\_ County \_\_\_\_\_  
Name of Road \_\_\_\_\_ County \_\_\_\_\_  
Date \_\_\_\_\_

The Commissioners Court of \_\_\_\_\_ County offers no objection to the location on the right-of-way of your proposed \_\_\_\_\_ line as shown by accompanying drawings and notice dated \_\_\_\_\_ except as noted below.

It is expressly understood that the Commissioners Court of \_\_\_\_\_ County does not purport, hereby, to grant any right, claim, title, or easement in or upon this county road.

You are requested to notify this office prior to commencement of any routine or periodic maintenance which requires pruning of trees within the highway right-of-way, so that we may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts and clean-up. These specifications are intended to preserve our considerable investment in highway planting and beautification, by reducing damage due to trimming.

The installation shall not damage any part of the county road and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the owner fails to comply with any or all of the requirements as set forth herein, the County may take such action as it deems appropriate to compel compliance.

Minimum clearances above the roadway for aerial utilities shall be 22' for power lines and 18' for communications lines.

SPECIAL PROVISIONS:

FILED  
REX A. SHAW  
COUNTY CLERK  
90 MAY 14 AM 10:55  
DEPUTY  
UPSHUR COUNTY, TX.

Please notify \_\_\_\_\_ telephone \_\_\_\_\_ at least forty-eight (48) hours prior to starting construction of the line in order that we may have a representative present.

APPROVED BY COMMISSIONERS COURT

Precinct #1 Gadols Lindsy Precinct #2 Bill Liggins  
Precinct #3 \_\_\_\_\_ Precinct #4 Joseph Esteban  
County Judge [Signature]

VOL 35 PG 478

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT # 2  
DATE 5-7-90

Formal notice is hereby given that Clyda Lavender  
whose principal address is 3007 Pine Cone, Marshall, TX 75670  
does propose to place a Culvert  
within the ROW of County Road Wastustion Rd.  
as follows:

938-4191

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 and Bridge Department policies and specifications.

Proposed construction will begin, if approved, on or after \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

NAME Clyda Lavender

TITLE owner

ADDRESS 3007 Pine Cone  
Marshall TX 75670



PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 4  
DATE 5-11-90

Formal notice is hereby given that J. F. Lucas  
whose principal address is Rt. 7, Box 660 - Gilmer, Tx.  
does propose to place a culvert  
within the ROW of County Road Ocelot  
as follows:

*go down 2088 to 852 turn left there  
to first Oil left & go to Yellow house  
on right.*

*725-6182 - (Will call when culvert  
is there to be put in.)*

*J.F.*

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 and Bridge Department policies and specifications.

Proposed construction will begin, if approved, on or after \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_



*Mrs J. F. Lucas*

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §  
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned Lasco, Inc., 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 exact route, direction and miles in tenths) \_\_\_\_\_  
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.

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. 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 Commissioner's 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

[Signature]  
First Party Signature

[Signature]  
County Judge

P.O. Box 29  
Street or Box

[Signature]  
Commissioner

Gilmer, Texas 75644  
City, State and Zip Code

[Signature]  
Commissioner

214-843-5538  
Telephone

[Signature]  
Commissioner 3

Cookland  
Timber Tract

[Signature]  
Commissioner 4

May 3, 1990  
Date Signed

\_\_\_\_\_  
Date Signed

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §  
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned Laseo, 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 exact route, direction and miles in tenths)

Silk Tree Rd.

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. 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 Commissioner's 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.

[Signature]  
First Party Signature  
P.O. Box 29  
Street or Box  
Delmer TX 75644  
City, State and Zip Code  
843-2457  
Telephone  
Trice & Phillips Tracts  
Timber Tract  
5-7-90  
Date Signed

[Signature]  
County Judge  
Gaddis Fudge  
Commissioner 1  
Bill Liggins  
Commissioner 2  
David Boyd  
Commissioner 3  
Jerry Estel  
Commissioner 4  
\_\_\_\_\_  
Date Signed

Permit issued for a period not to exceed 90 days.

**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.     , 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.     , 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 exact route, direction and miles in tenths) Red Oak Rd. + Mildred Rd. + Elderberry Rd.

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 Commissioner's 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.

X [Signature]  
First Party Signature  
P.O. Box 29  
Street or Box  
Dilmer, TX 75644  
City, State and Zip Code  
843-2457  
Telephone  
Crow  
Timber Tract  
5-7-90  
Date Signed

[Signature]  
County Judge  
[Signature]  
Commissioner 1  
[Signature]  
Commissioner 2  
[Signature]  
Commissioner 3  
[Signature]  
Commissioner 4  
      
Date Signed

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

VOL 35 PG 483

THE STATE OF TEXAS §  
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned Bobby Finer, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 4, Upshur County, Texas, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 4, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.

First Party agrees to use only that section of (describe exact route, direction and miles in tenths) \_\_\_\_\_

Woodchuck Rd.

2.

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

3.

First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing logs from its lands located in Precinct No. 4 Upshur County.

4.

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

5.

First Party agrees to POST SURETY BOND in the amount of \$ \_\_\_\_\_ to Upshur County Commissioner's 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.

Bobby C Finer  
First Party Signature  
Rt. 4 Box 74  
Street or Box  
Charleville, TX 75426  
City, State and Zip Code  
427-2949  
Telephone  
Caddisville  
Timber Tract  
5-9-90  
Date Signed

[Signature]  
County Judge  
Maddis Ludwig  
Commissioner 1  
Bill Longinus  
Commissioner 2  
David Boyd  
Commissioner 3  
Tommy Catlett  
Commissioner 4  
\_\_\_\_\_  
Date Signed

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §  
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned Radney Henson, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No.     , Upshur County, Texas, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No.     , 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 exact route, direction and miles in tenths) \_\_\_\_\_  
    Owl + Sparrow Rd.    

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~~ hauling ~~Grand~~ 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 Commissioner's 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.

Radney Henson  
First Party Signature  
Rt 6 Box 929  
Street or Box  
Delmar, TX  
City, State and Zip Code  
797-2985  
Telephone  
      
Timber Tract  
4-7-90  
Date Signed

      
County Judge  
      
Commissioner  
      
Commissioner  
      
Commissioner 3  
      
Commissioner 4  
      
Date Signed

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR §

The undersigned Bill Hawthorne, 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 exact route, direction and miles in tenths) \_\_\_\_\_

Slash Pine

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 Commissioner's 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.

Bill Hawthorne  
First Party Signature

[Signature]  
County Judge

Bill Hawthorne  
Street or Box

Gaddis Lindsey  
Commissioner

Rt. 3 Box 467B  
City, State and Zip Code

Bill Lindsey  
Commissioner

Marshall, Texas 75670  
Telephone

David Ford  
Commissioner 3

DeLay  
Timber Tract

[Signature]  
Commissioner 4

April 30, 1990  
Date Signed

\_\_\_\_\_  
Date Signed

Permit issued for a period not to exceed 90 days.

1 copy

VOL 35 PG 486

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR §

The undersigned Vitel Earth Reserve / Luckwood Construction, 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 exact route, direction and miles in tenths) \_\_\_\_\_

Watertown 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 sand from its lands located in Precinct No. 3, Upshur County.

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

5. First Party agrees to POST SURETY BOND in the amount of \$ \_\_\_\_\_ to Upshur County Commissioner's 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.

[Signature]  
First Party Signature

PO Box 1148  
Street or Box

Madewater, Tx, 75647  
City, State and Zip Code

214-845-5985  
Telephone

\_\_\_\_\_  
Timber Tract

May 19, 1990  
Date Signed

[Signature]  
County Judge

[Signature]  
Commissioner 1

[Signature]  
Commissioner 2

[Signature]  
Commissioner 3

[Signature]  
Commissioner 4

\_\_\_\_\_  
Date Signed

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned J. W. McDowell, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 2, Upshur County, Texas, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 2 over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.  
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) Perimeter

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. 2, Upshur County.

4.  
First Party agrees to put said road back into the same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.  
First Party agrees to POST SURETY BOND in the amount of \$ \_\_\_\_\_ to Upshur County Commissioner's 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.

J. W. McDowell  
First Party Signature  
Rt. 4 Box 94  
Street or Box  
Arkdown Ark.  
City, State and Zip Code  
501 898 2972  
Telephone  
I.P.  
Timber Tract  
58-90  
Date Signed

[Signature]  
County Judge  
[Signature]  
Commissioner 1  
[Signature]  
Commissioner  
[Signature]  
Commissioner 3  
[Signature]  
Commissioner 4  
Date Signed

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §  
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned Blower Wood Co, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 2, Upshur County, Texas, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 2 over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.  
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) \_\_\_\_\_

Retunia and Narcissus

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. 2, Upshur County.

4.  
First Party agrees to put said road back into the same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.  
First Party agrees to POST SURETY BOND in the amount of \$ \_\_\_\_\_ to Upshur County Commissioner's 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.

Leonard McCall  
First Party Signature

803 Laverne  
Street or Box

Jefferson TX 75657  
City, State and Zip Code

665-7337  
Telephone

McCain  
Timber Tract

5-11-90  
Date Signed

[Signature]  
County Judge

[Signature]  
Commissioner 1

[Signature]  
Commissioner 2

[Signature]  
Commissioner 3

[Signature]  
Commissioner 4

\_\_\_\_\_  
Date Signed

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR §

The undersigned Glomer Wood Co., hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No.     , Upshur County, Texas, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No.     , 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 exact route, direction and miles in tenths) \_\_\_\_\_

Peruible

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. 2, Upshur County.

4.

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

5.

First Party agrees to POST SURETY BOND in the amount of \$ \_\_\_\_\_ to Upshur County Commissioner's 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.

Reynold Metcalf  
First Party Signature

803 Lavern  
Street or Box

Jefferson TX 75657  
City, State and Zip Code

214-665-7337  
Telephone

McCain  
Timber Tract

5-10-90  
Date Signed

Elliott Dean  
County Judge

Charles Lundy  
Commissioner 1

Bill Lundy  
Commissioner 2

Claw Royal  
Commissioner 3

James Estel  
Commissioner 4

\_\_\_\_\_  
Date Signed

Permit issued for a period not to exceed 90 days.

**TO: PAYROLL DEPARTMENT**

VOL 35 PG 490

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

EFFECT 5-1-90  
(DATE & TIME)

EMPLOYEE Op Ann Leftis (Co. Clerk)

SOCIAL SECURITY NO \_\_\_\_\_ CLOCK NO 177

**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 type="checkbox"/> RATE		
<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 \_\_\_\_\_ (DATE) UNTIL \_\_\_\_\_ (DATE)

OTHER (EXPLAIN) Longevity 9 years  
\$ 36/monthly

CHANGE AUTHORIZED BY Verna J. [Signature] DATE 5-9-90

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

TO: PAYROLL DEPARTMENT

VOL. 35 PG 491

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

EFFECT 5-1-90  
(DATE & TIME)

EMPLOYEE Janet Nash (D. Clerk)

SOCIAL SECURITY NO. \_\_\_\_\_ CLOCK NO. 241

**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 type="checkbox"/> RATE		
<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 \_\_\_\_\_ (DATE) UNTIL \_\_\_\_\_ (DATE)

OTHER (EXPLAIN) Longevity 1 year  
\$4 / monthly

CHANGE AUTHORIZED BY Wendy Hill DATE 5-9-80

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

**TO: PAYROLL DEPARTMENT**

VOL 35 PG 492

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

EFFECT 5-1-90  
(DATE & TIME)

EMPLOYEE Jean Pilcher (D Clark)

SOCIAL SECURITY NO \_\_\_\_\_ CLOCK NO 408

**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 type="checkbox"/> RATE		
<input type="checkbox"/>		

**REASON FOR THE CHANGE(S)**

- |   |  |
|---|--|
| <input 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 \_\_\_\_\_ UNTIL \_\_\_\_\_  
(DATE) (DATE)

OTHER (EXPLAIN) Longevity 1 year  
#4 / monthly

CHANGE AUTHORIZED BY Dennis Vitek DATE 5-9-90

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

TO: PAYROLL DEPARTMENT

VOL. 35 PG 493

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

EFFECT 5-1-90  
(DATE & TIME)

EMPLOYEE Cynthia Greene (D.A.)

SOCIAL SECURITY NO \_\_\_\_\_ CLOCK NO 411

**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 type="checkbox"/> RATE		
<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 \_\_\_\_\_ (DATE) UNTIL \_\_\_\_\_ (DATE)

OTHER (EXPLAIN) Longevity 1 year  
#4 / monthly

CHANGE AUTHORIZED BY Wendy Vit DATE 5-9-90

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

**TO: PAYROLL DEPARTMENT**

VOL 35 PG 494

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

EFFECT 5-1-90  
(DATE & TIME)

EMPLOYEE Wanda Hutchins

SOCIAL SECURITY NO \_\_\_\_\_ CLOCK NO. 360

**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 type="checkbox"/> RATE		
<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 \_\_\_\_\_ (DATE) UNTIL \_\_\_\_\_ (DATE)

OTHER (EXPLAIN) Longevity - 2 years  
\$8/monthly

CHANGE AUTHORIZED BY Wanda Hutchins DATE 5-9-90

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

TO: PAYROLL DEPARTMENT

VOL. 35 PG. 495

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

EFFECT 5-1-90  
(DATE & TIME)

EMPLOYEE Jane Age (Sheriff's Dept)

SOCIAL SECURITY NO. \_\_\_\_\_ CLOCK NO. 272

**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 type="checkbox"/> RATE		
<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 \_\_\_\_\_ (DATE) UNTIL \_\_\_\_\_ (DATE)

OTHER (EXPLAIN) Longevity - 5 years  
\$20/monthly

CHANGE AUTHORIZED BY Wendy Whit DATE 5-9-90

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

**TO: PAYROLL DEPARTMENT**

VOL 35 PG 496

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

EFFECT 5-1-90  
(DATE & TIME)

EMPLOYEE Floydia Chalk (Pot #3)

SOCIAL SECURITY NO \_\_\_\_\_ CLOCK NO 120

**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 type="checkbox"/> RATE		
<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 \_\_\_\_\_ (DATE) UNTIL \_\_\_\_\_ (DATE)

OTHER (EXPLAIN) Longevity - 11 years  
#44 monthly

CHANGE AUTHORIZED BY Jewarick DATE 5-8-90

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

TO: PAYROLL DEPARTMENT

VOL 35 PG 497

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

EFFECT 5-1-90  
(DATE & TIME)

EMPLOYEE Harry G. Crockett (Pet #2)

SOCIAL SECURITY NO \_\_\_\_\_ CLOCK NO 391

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 type="checkbox"/> RATE		
<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 \_\_\_\_\_ (DATE) UNTIL \_\_\_\_\_ (DATE)

OTHER (EXPLAIN) Longevity - 1 year  
\$4 / monthly

CHANGE AUTHORIZED BY James Ziel DATE 5-9-90

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

**TO: PAYROLL DEPARTMENT**

VOL 35 PG 498

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

EFFECT 5-1-90  
(DATE & TIME)

EMPLOYEE LIANA HOWELL (Library/Library)

SOCIAL SECURITY NO \_\_\_\_\_ CLOCK NO 432

**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 type="checkbox"/> RATE	<u>4.50/HR</u>	<u>5.00/HR</u>
<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) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CHANGE AUTHORIZED BY Jay Morrison DATE 5-4-90

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

VOL 35 PG 199

UPSHUR COUNTY TREASURER'S MONTHLY REPORT  
AND COMMISSIONERS COURT AFFIDAVIT

April 1, 1990 THROUGH April 30, 1990

	Beginning Balance	Revenues	Disbursements	Ending Balance	Demand Balance	Time Deposits	Total Deposits
Operating Account	3,308,127.19	347,038.22	494,417.54	3,160,747.87	60,747.87	3,100,000.00	3,160,747.87
Operating Available School Fund	274,086.89	9,548.49	0.00	283,635.38	38,345.01	245,290.37	283,635.38
Operating Permanent School Fund	927,435.04	965.40	0.00	928,400.44	24,507.57	903,892.87	928,400.44
Insurance Account	280,608.76	79,113.66	29,016.12	330,706.30	130,706.30	200,000.00	330,706.30
Payroll Clearing Acct.	50.00	831.23	831.23	50.00	50.00	0.00	50.00
<b>TOTALS</b>	<b>4,790,307.88</b>	<b>437,497.00</b>	<b>524,264.89</b>	<b>4,703,539.99</b>	<b>254,356.75</b>	<b>4,449,183.24</b>	<b>4,703,539.99</b>

INDEBTEDNESS

1977 Certificates of Obligation	359,000.00
1979 Certificates of Obligation	135,000.00
1985-A Certificates of Obligation	1,950,000.00
1987 Certificates of Obligation	610,000.00
Other Indebtedness	183,107.75

AFFIDAVIT

The above information is found to be true and correct.

*Everett Dean*  
County Judge, Everett Dean

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

*Bill Loggins*  
Commissioner, Pct.#2, Bill Loggins

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

*Tommy Eatherton*  
Commissioner, Pct.#4, Tommy Eatherton

VOL 35 PG 500

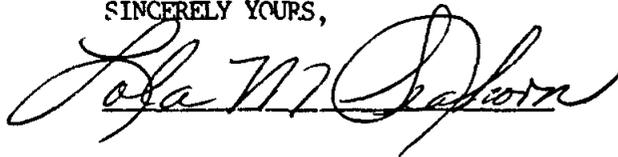
MAY 3, 1990

LOLA M. SEAHORN  
ROUTE 7 BOX 480  
GILMER, TEXAS 75644

COMMISSIONERS COURT: COUNTY OF UPSHUR, STATE OF TEXAS

I LOLA M. SEAHORN REQUEST TO ASSUME ALL DUTIES AND RESPONSIBILITIES AS CONSTABLE OF PRECINCT FOUR IN LIEU OF MY HUSBAND CHARLES W. SEAHORN (DECEASED).  
I AM SINCERELY LOOKING FORWARD TO SERVING AS CONSTABLE OF PRECINCT FOUR.

SINCERELY YOURS,

A handwritten signature in cursive script that reads "Lola M. Seahorn". The signature is written in dark ink and is positioned above the printed name.

LOLA M. SEAHORN

L.R.S.

May 10, 1990

Cloddie Henson  
PO BOX 656  
Gilmer, Tx 75644Commissioners Court  
Upshur County Courthouse  
Gilmer, Tx 75644

Gentlemen;

The position of Constable is a very important part of our Government in Upshur County. Remembering that our local government is fashioned to serve, and not to be served, I respectfully submit the following;

Charlie Seahorn, Constable of Justice Precinct #4 passed away, on April 25th of this year. Constable Seahorn was well liked and respected by all who knew him. This was made evident, to me, by his winning the Democratic nomination over not one, but two opponents. Constable Seahorn took his job seriously, and I'm sure, had he been in better health, he would have been more active in serving the people of Justice Precinct #4. The fact is, Constable Seahorn was not in good health. For most of his current term, (since Jan. 1 1989) Constable Seahorn was not able to serve as our Constable.

Upshur County has 4 other constables representing each of the justice precincts. The constables in each of these precincts are very active in discharging their duties. They not only serve the JP warrants, assigned to their charge, but they do much more. They patrol their precincts, handling many of the problems that would otherwise fall on an overworked police and sheriff's dept. They often act as backup for our city and county units. These men have earned the respect of their fellow officers, as well as their neighbors, including you who sit on the Commissioners Court.

Because of Charlie Seahorn's failing health, we, the citizens of Justice Precinct #4, have not had this needed part of our county government. There are over 2 1/2 years left in this current term. I trust this Commissioners Court will do everything within its power to insure that we have an active, working constable in Justice Precinct #4, for the remainder of this term.

This position does not pay enough for us to expect a man, or woman to give up their livelihood and work full time as constable, but he or she should be in a position where they can leave their work or family in response to an emergency in our county. They should be willing to respond at all hours, regardless of the call, taking charge of the situation, calling for assistance when needed, and then being that assistance when needed by other officers.

Harold Anderson and I ran for this position in 1988. We each made a commitment at that time, that if elected, we would serve the people of this precinct to the best of our ability.

Harold has served as constable of this precinct in the past and I'm sure he would work hard to be a good constable, for the remainder of this term.

I am, through this letter, asking you to appoint me as Constable of Justice Precinct #4. I have never served as a constable, but I feel my experience in emergency management would be a great asset in discharging the duties of constable. I have served the citizens of Upshur County, as a \*fireman, for the past 20 years. I have served as an \*EMT, for the past 4 years. I own my own business, which allows me the ability to be available in the county most days and nights. I would also point out that I finished 2nd, ahead of Harold, in the 1988 Democratic Primary.

If you, the leaders of our local government know of someone more qualified, or more willing to serve the citizens of Justice Precinct #4, then, by all means, appoint him or her. However, I respectfully ask that you do not fill this position to meet the needs of an individual, but that you act to meet the needs of our precinct and Upshur County.

Respectfully,

*Cloddie Henson*

Cloddie Henson

cc: County Judge, Everett Dean  
Commissioner, Tommy Eatherton  
Commissioner, Bill Loggins  
Commissioner, Gaddis Lindsey  
Commissioner, David Loyd

\*fireman; Certified by the State of Texas as an Advanced Firefighter, Instructor Level II (including training in arson investigation)

\*EMT; Emergency Medical Technician (ParaRescue EMS)

Approved Disbursements  
ALL Checking Accounts

Disbursements Made from 05/01/90 thru 05/14/90

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THE SOFTWARE GROUP, INC

VO 35 PG 503

Check #	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
40434-AP	05/10/90	ARKLA GAS	\$68 15	\$52 54	ROCK BLDG-ACCT#2020712292016/APRIL 27'90 BILL
				\$15 61	PORTER BLDG-ACCT#2020712030010/APRIL 27'90 BILL
40435-AP	05/10/90	ESCO ELEVATORS, INC	\$150 07	\$150 07	ACCT#S22UP7880/ELEVATOR SERVICE 5'90
40436-AP	05/10/90	IBM	\$852 97	\$852 97	INV E8822233/MAY'90 COMPUTER EQUIP
40437-AP	05/10/90	POSTMASTER	\$966 35	\$966 35	CD TAX-(3610) @ 21ea(833) @ 25ea MAY LETTERS
40438-AP	05/10/90	SOUTHWESTERN BELL TELEPHONE	\$26 54	\$26 54	A PROB-#665-2474/APRIL 15'90 BILL
40439-AP	05/10/90	SOUTHWESTERN ELECTRIC POWER CO	\$49 51	\$49 51	CD S-SEARCH TEAM/ACCT#5134906899/4'90
40442-AP	05/14/90	A & E MILL AND WELDING SUPPLY	\$392 30	\$13 20	PCT#4-(2)ACEM(2)OX122
				\$23 10	PCT#2-(1)ACEL(2)ACEM(4)OX275
				\$335 00	PCT#1-U-JOURNEYMAN TORCH KIT
				\$21 00	PCT#1-ACEM140
40443-AP	05/14/90	ADVANTAGE BUSINESS COMPUTER	\$225 00	\$225 00	COMPUTER-(5)hrs @ \$45 ea SERV CALL/JP#1
40444-AP	05/14/90	AIS CONTINENTAL	\$967 08	\$967 08	PCT#1-CUST#002849/SWING BRAKE, FREIGHT
40445-AP	05/14/90	ALLISON & ASSOCIATES	\$11 75	\$11 75	NON DEPT-REDISTRICTING EXPENSES/COPIES&POS. FEE
40446-AP	05/14/90	AMERICAN CYANAMID CO	\$12,560 00	\$12,560 00	AMDRD GOVT 251b(157)bags(3925 lbs@ \$3 20ea)
40447-AP	05/14/90	AMERICAN FAMILY LIFE	\$86 72	\$86 72	ACCT#DXP38/APRIL '90 PAYROLL DEDUCTIONS
40448-AP	05/14/90	AMERICAN INFORMATION SYSTEMS,	\$326 01	\$56 05	ELECTIONS-INTERFACE CABLE, SHIPPING
				\$269 96	ELECTIONS-ACCT#U67387/BALLOT TYPES, PRECINCTS, FACES, RACE-ISSUES, CANDIDATE RESPONSES, BASE CHG, UPS NEXT DAY
40449-AP	05/14/90	ARATEX/IND UNIFORM & TOWEL	\$884 00	\$56 75	PCT#2-CUST#5935001/UNIFORM SERVICES
				\$50 75	PCT#4-CUST#6058001/UNIFORM SERVICES
				\$56 75	PCT#1-CUST#5945001/UNIFORM SERVICES
				\$56 75	PCT#3-CUST#5963001/UNIFORM SERVICES
				\$56 75	PCT#2-CUST#5935001/UNIFORM SERVICES
				\$50 75	PCT#4-CUST#6058001/UNIFORM SERVICES
				\$56 75	PCT#1-ACCT#5945001/UNIFORM SERVICES
				\$56 75	PCT#3-CUST#5963001/UNIFORM SERVICES
				\$56 75	PCT#2-CUST#5935001/UNIFORM SERVICES
				\$50 75	PCT#4-CUST#6058001/UNIFORM SERVICES
				\$56 75	PCT#1-CUST#5945001/UNIFORM SERVICES
				\$56 75	PCT#3-CUST#5963001/UNIFORM SERVICES

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UPSHUR COUNTY

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Check #	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
40450-AP	05/14/90	ARCHEM, INC	\$100 35	\$100 35	CD BLDG-DEO VAC &W A H ,FREIGHT
40451-AP	05/14/90	ARNOLD'S PIPE & SALVAGE	\$62 85	\$62 85	PCT#1-(4)ANGLE IRDN, (1) PLATE
40452-AP	05/14/90	AT & T INFORMATION SYSTEMS	\$10 95	\$10 95	A PROB-ACCT#00155805831/APRIL 16'90 BILL
40453-AP	05/14/90	BANCROFT-WHITNEY CO	\$179 00	\$179.00	LAW LIB-ACCT#91B111683034/TX JUR 3D 1990 S JPP
40454-AP	05/14/90	BENNETT EQUIPMENT COMPANY	\$1,735.75	\$1,095 84 \$654 77 \$14 86CR	PCT 1-DITCHER BLADES,WEAR PLATES PCT#1-PARTS, LABOR, MILEAGE/BACKHOE PCT#1-1V310817PD TO LONGVIEW&TYLER
40455-AP	05/14/90	BISHOP & BISHOP, P C	\$450 00	\$150 00 \$300 00	D CT-CAUSE#41-90/DEBBIE TARPLEY, A MINDF CHILD D CT-CAUSE#55-90/HERRING CHILDREN
40456-AP	05/14/90	BOB BARKER CO , INC	\$171 03	\$171 03	S
40457-AP	05/14/90	BOGEL SALES INC	\$435 00	\$217 50 \$162 50 \$55.00	CD JAIL-SOAP, BLEACH, TOWELS, SPEED BALL CLEANER IC-PLAIN ENVELOPES CD BLDG-B MOP HEADS
40458-AP	05/14/90	BRANCH LABORATORY, INC	\$138 25	\$56 28 \$51 65 \$30.32	IND-CURTIS CRANT/LAB 04/19/90 IND-MICHAEL BROOKS/LAB 04/23/90 IND-JAMES CAMPBELL/LAB 04/24/90
40459-AP	05/14/90	BYRON CROOK ELECTRIC CO , INC	\$60 00	\$60 00	J CTR-ACCT#21010/LABOR TO CHECK OUTSIDE YARD LIGHTS &REPAIR TIME CLOCK
40460-AP	05/14/90	CALAME, LINEBARGER&GRAHAM	\$3,439 64	\$3,439 64	CD TAX-MARCH'90 DELINQUENT TAXES COLLECTED
40461-AP	05/14/90	CENIKOR	\$174 00	\$174.00	D CT-CAUSE#10233/LARRY McBRIDE
40462-AP	05/14/90	CHARLES WHITE	\$480 00	\$480 00	PCT#3-(120) LOADS GRAVEL@\$.4 00ea
40463-AP	05/14/90	CHEMAX CORPORATION	\$167 20	\$167 20	PCT#3-PRIMICIDE,FREIGHT
40464-AP	05/14/90	CHEVRON U S A INC	\$74 63	\$74 63	CD S-ACCT#7918170031/APRIL 27'90 BILLING
40465-AP	05/14/90	CIVIL PROCESS TRAINING, INC	\$50 00	\$50 00	CD SHERIFF-BOOK, MANAGEMENT & CONTROL OF CIVIL PROCESS
40466-AP	05/14/90	CLIFF'S FOOD MARKET	\$110 69	\$2 98 \$12 94 \$2 49 \$53 78 \$38.50	PCT#1-(2)GTS OIL PCT#1-GLOVES PCT#1-GLOVES PCT 1-DIESEL PCT 1- GAS
40467-AP	05/14/90	COMPU / TYPE	\$529 75	\$334 75 \$195 00	COMPUTER-SWITCH&CABLES/TAX OFFICE CD AUD-AB SWITCH BOX&(2)R5232 25PIN CALLES

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Check #	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
40468-AP	05/14/90	CONROY FORD TRACTOR, INC	\$15 20	\$15.20	PCT 2-SWITCH
40469-AP	05/14/90	CONTINENTAL BUSINESS PRODUCTS.	\$385 16	\$14 17 \$370 99	DA-ECCO FASTNERS AUDITOR-NUMBERING STAMP; IC-RECEIPT BOOKS, IBM RIBBONS, IBM LIFT OFFS, PRINTER RIBBONS, LETTER FILE FOLDERS, RIBBONS-CAL
40470-AP	05/14/90	CRAIG'S SMALL ENGINE	\$64 52	\$28.54 \$35.98	PCT#3-CHAINSAW REPAIR, FILES, PLOCS, OIL PCT#4-(2)20"CHAIN\$17.99ea
40471-AP	05/14/90	CYNTHIA SHATTLES	\$160 70	\$155 52 \$5 18	CD EXT-REIMBURSE/648MI@ 24ea APRIL '90 TRAVEL CD EXT-REIMBURSE/FOOD FOR STUDY GROUP MEETING
40472-AP	05/14/90	DARR EQUIPMENT COMPANY	\$140 48	\$140 48	PCT 3-WEAR PLATES
40473-AP	05/14/90	DAVIS COFFEE COMPANY	\$59 00	\$59 00	CD JAIL-(1)28/8 75 COFFEE
40474-AP	05/14/90	DEALERS TRUCK	\$786 21	\$786 21	PCT 3-PUMP-DUMP TRUCK, WIRE ROPE-WINCH TRUCK
40475-AP	05/14/90	DIAMOND SHAMROCK	\$54 74	\$54.74	CD SHERIFF-ACCT#77005775; GAS, MISC
40476-AP	05/14/90	DIXIE NATIONAL LIFE	\$269 35	\$269 35	ACCT#4269/APRIL '90 PAYROLL DEDUCTIONS
40477-AP	05/14/90	EAGLE AUTO GLASS	\$109 00	\$109.00	PCT#1-WINDSHIELD ON 680 CASE
40478-AP	05/14/90	EAST TEXAS MACHINERY, INC.	\$45 52	\$45 52	PCT#3-CUST#117903007/PIN; POINT
40479-AP	05/14/90	ECONOMY AUTO SUPPLY, INC	\$190 35	\$8 00 \$5 25 \$44 53 \$24 80 \$5 96 \$39 63 \$35 56 \$8 68 \$10 68 \$6 26	S PCT 4-BOLTS, NUTS, JB WELD S PCT 3-BEARING, GASKETS, SILCONE PCT 3- STUDS&NUTS PCT 3-STARTER; BATTERY BOLTS PCT#3-STARTER & CORE RETURN CD BLDG-BELTS CD BLDG-BELTS PCT 3-BELT
40480-AP	05/14/90	ETEX TELEPHONE COOP, INC.	\$135 84	\$28 95 \$31 20 \$39 27 \$36 42	PCT#4-#762-6731/MAY '90 BILLING PCT#1-#734-5609/MAY '90 BILLING PCT#2-#762-6266/MAY 1'90 BILLING PCT#3-#734-5822/MAY 1'90 BILLING
40481-AP	05/14/90	EXPRESS LUBE	\$131 65	\$16 95 \$16 95 \$46 90 \$16 95 \$16 95 \$16 95	CD S-#47'84 DODGE OIL, FILTER, LABOR CD S-UNIT#10/'90 FORD OIL, FILTER, LABOR CD S-UNIT#17/'89 FORD OIL, FILTER, LABOR, TRANSMISSION CD S-UNIT#202/'90 FORD OIL, FILTER, LABOR CD S-#209/'90 FORD OIL, FILTER, LABOR CD S-#6/'89 FORD OIL, FILTER, LABOR

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Check #	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$207.71	PCT 1-TIRE
				\$39.60	PCT 3-OIL
				\$23.48	PCT 2-HYDRAULIC FITTINGS, HYDRAULIC HOSE
				\$47.58	PCT 1-STARTER, CORE
				\$139.27	PCT 2-TIRE, TUBE
				\$33.72	PCT 1-TIE BOLTS, BOLTS, NUTS, WASHERS
				\$54.83	PCT 4-CHAIN, HOOKS, LABOR, GLOVES
				\$7.37	
				\$36.00	PCT 1-SACKRETTE
				\$1.62	CO BLDG-BOLTS
				\$8.30	PCT 3-GASKET, THERMOSTAT, RADIATOR CAP
				\$94.95	PCT 1-GEAR OIL, HYDRAYULIC OIL
				\$8.96CR	RETURNED (2) #83195 THERMOSTAT\$4.48ea
40490-AP	05/14/90	HARTGRAPHICS, INC.	\$491.21	\$369.90	TAX-7 CASH TRAYS, SHIPPING
				\$121.31	D CLK-(600)BILL OF COST. STATEMENTS
40491-AP	05/14/90	HERBERT L. YOUNG	\$6,459.68	\$12.12	PCT#1-(12)gals PREM GASE\$1.01ea
				\$46.98	PCT#2-DEXION OIL
				\$55.20	PCT#4-(4)10740 OIL
				\$116.48	PCT#3-(112)gals PREM GASE\$1.04ea
				\$48.00	PCT#3-(64)gals. DIESEL@ 75ea
				\$11.33	PCT#1-(11)gals PREM GASE\$1.03ea
				\$60.00	PCT#3-(80)gals. DIESEL@ 75ea
				\$44.25	PCT#3-(59)gals DIESEL@ 75ea
				\$20.80	PCT#1-(20)gals PREM GASE\$1.04ea
				\$570.40	PCT#2-(620)gals REG. GASE 92ea
				\$21.75	PCT#1-(29)gals DIESEL@ 75ea
				\$71.25	PCT#3-(95)gals DIESEL@ 75ea
				\$33.00	PCT#1-(44)gals. DIESEL@ 75ea
				\$112.70	PCT#3-(115)gals PREM GASE 98ea
				\$28.50	PCT#1-DIESEL
				\$198.75	PCT#2-(265)gals DIESEL@ 75ea
				\$48.75	PCT#3-(65)gals DIESEL@ 75ea
				\$1,518.00	PCT#3-(1650)gals REG GASE 92ea
				\$41.25	PCT#1-DIESEL
				\$1,262.60	PCT#1-(103gal)GAS, (420gal)DIESEL
				\$109.20	PCT#3-(105)gals PREM GASE\$1.04ea
				\$58.50	PCT#3-(78)gals DIESEL@ 75ea
				\$1,868.62	CD S-(29)gals REG@ 85ea(190)gals PREME 97ea
				\$101.25	PCT#3-(135)gals DIESEL@ 75ea
40492-AP	05/14/90	HGGG'S PHARMACY	\$269.45	\$54.00	IND-JAMES CAMPBELL/PRESCRIPTION
				\$15.00	IND-JAMES CAMPBELL/PRESCRIPTION
				\$11.30	IND-RUSSELL REECE/PRESCRIPTION
				\$20.25	IND-RUSSELL REECE/PRESCRIPTION
				\$54.00	IND-JAMES CAMPBELL/PRESCRIPTION
				\$8.75	IND-JAMES CAMPBELL/PRESCRIPTION
				\$39.49	IND-ROBERT DAVIS/PRESCRIPTION
				\$21.95	IND-ROBERT DAVIS/PRESCRIPTION

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Check #	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$17 33	IND-PAULETTE KERR/PRESCRIPTION
				\$18 63	IND-PAULETTE KERR/PRESCRIPTION
				\$8.75	IND-JAMES CAMPBELL/PRESCRIPTION
40493-AP	05/14/90	HOLMES CONCRETE PIPE	\$240 00	\$240 00	PCT#1-20x12"x36" LONGTILE CULVERT
40494-AP	05/14/90	HOWARD PATTERSON, M A	\$300.00	\$300.00	JUV PROB-DIAGNOSTIC EVALU/BH 11/3/89&MP 4/9/90
40495-AP	05/14/90	HUBERT HARPER	\$26.71	\$26.71	TAX-PROP#R70054/REFUND OF OVERPAYMENT ON TAXES
40496-AP	05/14/90	INFORMATION GUIDE ON COUNTY GO	\$60 00	\$60 00	CO AUD-'90 SUBSCRIPTION/INFORMATION GUIDE
40497-AP	05/14/90	IRVIN TIRE COMPANY	\$260 23	\$68 95	SHERIFF-WHEEL BALANCE, ALIGNMENT, DISMOUNT&MOUNT
				\$191 28	SHERIFF-EAGLE TIRES; MOUNT & BALANCE
40498-AP	05/14/90	J R S S	\$138 52	\$6 00	PCT#1-GAS & DIESEL
				\$17 52	PCT#1-(15 6)GAL DIESEL
				\$30 00	PCT#1-(26 8)GAL GAS
				\$60 00	PCT#1-(53 6)GAL DIESEL
				\$25 00	PCT#1-GAS
40499-AP	05/14/90	JACK P KIRBY, M D	\$761 60	\$16.49	IND-CURTIS GRANT/PRESCRIPTION
				\$38 37	IND-CURTIS GRANT/PRESCRIPTION
				\$142 89	IND-CURTIS GRANT/PRESCRIPTION
				\$33 02	IND-MICHAEL BROOKS/OFFICE VISIT&LAB
				\$93 99	IND-MICHAEL BROOKS/PRESCRIPTION
				\$72 89	IND-MICHAEL BROOKS/PRESCRIPTION
				\$97 56	IND-JAMES CAMPBELL/OFFICE VISIT&LAB
				\$147 21	IND-MICHAEL BROOKS/OFFICE VISIT&LAB
				\$53.16	IND-JAMES CAMPBELL/LAB 4/24/90
				\$22 00	IND-JAMES CAMPBELL/OFFICE VISIT
				\$22.00	IND-MICHAEL BROOKS/OFFICE VISIT
				\$22.00	IND-RUSSELL REECE/OFFICE VISIT 5/3/90
40500-AP	05/14/90	JAMES MORGAN	\$250 00	\$250 00	PCT#3-(1)USED 330 FORD MOTOR #1974330
40501-AP	05/14/90	JERRY NICKERSON	\$340 08	\$340.08	CO. EXT-REIMBURSE/1417mi@ 24ea APRIL '90 TRAVEL
40502-AP	05/14/90	JODAC OFFICE SUPPLY	\$129.00	\$129 00	DCT CLK-ANDERSON HINKEY MODEL BD40 SINGLE PEDESTAL DESK
40503-AP	05/14/90	JOE TURNER, JR	\$12 79	\$12 79	TX-PROP#NB614486/REFUND OF OVERPAYMENT OF TAXES
40504-AP	05/14/90	JOHN H HANNAH, JR	\$1,099.00	\$1,099 00	NON DEPT-CIVIL#M-89-0107-CA APRIL 18&25 '90 SERVICES/STANLEY vs UPSHUR CO
40505-AP	05/14/90	JOSEPH W BELL, M D	\$32 00	\$32 00	JUV PROB-MP/PHY EXAM
40506-AP	05/14/90	K&S KWIK STOP	\$2 00	\$2 00	PCT#3-ICE CHARGE FOR APRIL '90

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UPSHUR COUNTY

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				\$30 79	IND-JAMES CAMPBELL/PRESCRIPTION
				\$45.49	IND-RUSSELL S REECE/PRESCRIPTION
40521-AP	05/14/90	MEDICAL & PATHOLOGY LABORATORY	\$520 00	\$520 00	PCT#5-KIM DAHL WEBB, A-38-88/POSTMORTEM EXAM; 9/29/90
40522-AP	05/14/90	MID-CONTINENT LIFE INSURANCE C	\$69 00	\$69 00	AGT=06260/REG=10DAL-APRIL '90 PAYROLL DEDUCTIONS
40523-AP	05/14/90	MOSBY MECHANICAL CO, INC	\$288 27	\$288 27	J. CTR-ACC430UMM30 40AMP CONTACTOR, LABOR TRAVEL, CORRECT WIRING ON A/C FOR DCT CLK&REPLACE CONTACTOR ON CT ROOM A/C
40524-AP	05/14/90	MR DORRIS D BORAH	\$190 00	\$190 00	PCT#3-(38)LOADS GRAVEL245 00ea
40525-AP	05/14/90	MYRA HARRIS	\$363.36	\$363.36	COMPUTER-REIMBURSE/COURSE EXPENSES&PLANO FOR(3)HARRIS, HOWELL&FLIPPO
40526-AP	05/14/90	NEW READERS PRESS	\$3 74	\$3 74	CO LIB-LITERACY/BOOK&FRGT
40527-AP	05/14/90	ODELL GAGE	\$227 50	\$227 50	PCT#3-(91)LOADS OIL SAND @ \$2 50ea
40528-AP	05/14/90	OFFICE PRODUCTS OF E TEXAS	\$139 99	\$139 99	D A-(24)BROTHER TYPE RIBBONS
40529-AP	05/14/90	OSBURN LIQUOR	\$34 40	\$34 40	D A-HOT CK RESTITUTION/CLEOTHS A RAIBON
40530-AP	05/14/90	P & P AND ASSOCIATES	\$86.80	\$86 80	DCT CLK-REPAIR & REST CONN ON MODEL#6746; SN#0798311
40531-AP	05/14/90	PATRICIA HARRISON	\$80 00	\$80 00	CO CT-REPORTING ON 4/26/90; CAUSE#19557, 19109, 18918, 11862, 19095
40532-AP	05/14/90	PAULA GARNER	\$23 22	\$23.22	CO SHERIFF-POSTAGE; SUPPLIES; SEW ON UNIFORM PATCHES
40533-AP	05/14/90	PAULINE SLOAN	\$14 52	\$14 52	TAX-PROP#R69588/REFUND OF OVERPAYMENT ON TAXES
40534-AP	05/14/90	PITNEY BOWES	\$71 00	\$71 00	D CLK-POSTAGE SHEETS, SHIPPING
40535-AP	05/14/90	PRIORITY CHEMICAL CO	\$646.44	\$646 44	PCT#1-TOTAL WEED KILLER, FREIGHT
40536-AP	05/14/90	PRITCHETT WATER SUPPLY CORP	\$27 65	\$17 65 \$10 00	CO S-ACCT#690/APRIL 17 '90 BILLING PCT#1-ACCT#1406/APRIL '90 WATER BILL
40537-AP	05/14/90	PROFESSIONAL TECHNICAL	\$171 00	\$171 00	PCT 4-SWITCH OUT RADIO
40538-AP	05/14/90	QUALITY AUTO	\$2,045 29	\$2,045 29	NON DEPT-REPAIR '87 PLY L#297-VVY/INS PAID
40539-AP	05/14/90	QUILL CORPORATION	\$106 67	\$106 67	IC-BINDER CLIPS, PAPER CLIPS, PENS, PENS ENVELOPES, LETTER OPENERS, STAPLES

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REPRODUCED BY THE STATE OF TEXAS

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40540-AP	05/14/90	R E CROWDER	\$33 84	\$33 84	JP#2-REIMBURSE/141mi@ 24ea 4/5, 22, 27/90
40541-AP	05/14/90	RICHARD LINGLE	\$11 20	\$11 20	CO S-REIMBURSE/STEWART PRINTING BILL
40542-AP	05/14/90	RICK'S TIRE SERVICE	\$37 50	\$37 50	PCT#3-(2)TIRES MOUNTED, SERV CALL
40543-AP	05/14/90	ROBBIE ARRINGTON	\$199.84	\$199.84	PCT#3-REIMBURSE/SHOP SUPPLIES&PARTS
40544-AP	05/14/90	ROBERT CROMLEY	\$31 21	\$31 21	CO SHERIFF-(2) MEALS REIMBURSED
40545-AP	05/14/90	ROBERT GENE BROWN	\$7 21	\$7 21	TAX-PROPERTY#R521927/REFUND OF OVERPAYMENT JR TAXES
40546-AP	05/14/90	RONNIE NORMAN	\$13 90	\$13 90	CO S-REIMBURSE/MEALS@SCHOOL
40547-AP	05/14/90	SABINE VALLEY MHMR	\$75.00	\$75.00	JUV PROB-EVALUATION/LDM, JR
40548-AP	05/14/90	SABINE VALLEY REGIONAL MHMR CE	\$3,000 00	\$3,000 00	MHMR-'89/90 BUDGET ALLOCATION/APRIL-JUNE '90
40549-AP	05/14/90	SHELL OIL COMPANY	\$10 84	\$10 84	CO SHERIFF-ACCT#0928216287GAS
40550-AP	05/14/90	SHERIFF ASSOCIATION	\$50 00	\$50 00	CO SHERIFF-REGISTRATION FOR CIVIL PROCESS SCHOOL HOPKINS CO. 4719-20/90 FOR K MAYFIELD&R CLOYLEY
40551-AP	05/14/90	SMITH OIL COMPANY	\$183 79	\$183 79	PCT 3- OIL, GREASE, ETC
40552-AP	05/14/90	SOBEL	\$12 00	\$12 00	PCT#3-(1)sm OXY(1)lg OXY(2)sm ACETYLENE
40553-AP	05/14/90	SOUTHWESTERN BELL TELEPHONE	\$3 27	\$3 27	D CT-#106-2236-218/MAY 1'90 BILLING
40554-AP	05/14/90	SOUTHWESTERN ELECTRIC POWER CO	\$1,954 15	\$108 72	CT H-ACCT#16733/ST LIGHTS 5/8/90 BILL
				\$1,845 43	CT H-ACCT#56747/MAY 8'90 BILLING
40555-AP	05/14/90	SWIFT INDEPENDENT PACKING	\$535 29	\$535 29	CO JAIL-CUST#17130/MEAT PRODUCTS REF#B55 03376P2
40556-AP	05/14/90	TELETOUCH CORPORATION	\$133 75	\$26.75	JP#1-ACCT#LD2540/#4586 DISPLAY SERVICE, PAGER RENTAL, LIABILITY WAIVER
				\$107 00	CO S-CUST#LC23037/#0726 0755, 0759, 0605/4'90
40557-AP	05/14/90	TEXAS ASSOC OF CO AUDITORS	\$45 00	\$45 00	CO AUD-1989-1990 ANNUAL DUES
40558-AP	05/14/90	TEXAS DEPT OF HUMAN SERVICES	\$18 76	\$18 76	CO JAIL-(28)CS COMMODITIES@ 67ea
40559-AP	05/14/90	TEXAS STEEL CULVERT CO, INC	\$2,912 70	\$2,314 20	PCT#1-(1)48"16ga26' CULVEPT&(3)48"16ga30' CULVEPT
				\$598 50	PCT#2-(1)48"16ga30' CULVERT
40560-AP	05/14/90	THE GILMER MIRROR	\$524 71	\$27 60	COMM CT-PUBLIC NOTICE/GRADER 3-284-4
				\$27 20	COMM CT-PUBLIC NOTICE/LOADER 3-284-4
				\$35 60	COMM CT-PUBLIC NOTICE/SALE 3-284-4
				\$24 75	CO S-(500)CARDS PRINTED/MAYFIELD

NO. 1011000

PRINTING

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

10 MAY 1990

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 05/01/90 thru 05/14/90

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Check #	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$14 80	COMM CT-PUBLIC NOTICE/ROOF REPAIR
				\$17.80	COMM CT-PUBLIC NOTICE/HEALTH INS
				\$41 00	SHERIFF-MISC SUPPLIES
				\$41.00	CO S-OFFICE SUPPLIES/TICKET#1385
				\$124 00	CO TREAS-QUARTERLY REPORT
				\$96 00	CO TREAS-MONTHLY REPORT
				\$15 00	CO TAX-RIBBONS/TICKET#142
				\$14.80	COMM CT-PUBLIC NOTICE/ROOF REPAIR
				\$17.80	COMM CT-PUBLIC NOTICE/HEALTH INS
				\$66 80	COMM CT-PUBLIC NOTICE/FIRE DEISTRIC
				\$8 64CR	CO TREAS-MONTHLY REPORT PRINT DISCT
				\$30.80CR	CO TREAS-QTR &MO REPORT PRINT DISCT
40561-AP	05/14/90	TITUS PUMP SERVICE, INC	\$800 00	\$350 00	PCT#4-2 BIG TANKS WITH ENDS CUT OUT
				\$250 00	PCT#4-(1)8'x28' STEEL CULVERT
40562-AP	05/14/90	TRAM TEX NURSERY, INC	\$69 10	\$69 10	CO BLDG-AZELEAS; JAPONICA; WHITE DOGWOOD; NANDINAE
40563-AP	05/14/90	TYLER MORNING TELEGRAM	\$39 20	\$20 00	COMM CT-ACCT#2148433083/NOTICE TO BIDDEFS
				\$19 20	COMM CT-ACCT#2148433083/NOTICE TO BIDDERS
40564-AP	05/14/90	TYLER UNIFORM CO, INC	\$77 13	\$77.13	CO SHERIFF-LOT#ESK10GY(3)SHIRTS, SHIPPING
40565-AP	05/14/90	TYPERIGHT BUSINESS SYSTEMS	\$110 30	\$110 30	CO LIB-ADLER S#37036251 PARTS&LABDR
40566-AP	05/14/90	UPSHUR CO. OPERATING ACCOUNT	\$16 94	\$16.94	TRANSFER OF FUNDS/125 PLAN BALANCE DUE TO CHANGES OF PLANS/MAY '88 & '89
40567-AP	05/14/90	UPSHUR COUNTY FORD TRACTOR	\$8,693 46	\$8,000 00	PCT 4-BOOM MOWER, SN#A801177
				\$23 46	PCT 3-SHAFT, PINS
				\$641.97	PCT 4-PARTS, FORD 5000 TRACTDR, LABDR
				\$16.03	PCT 4-BOLTS & NUTS
				\$14 00	PCT 1- COUPLER
40568-AP	05/14/90	UPSHUR COUNTY PCT#4	\$300 00	\$300 00	PCT#1-(1)TANK CAR PURCHASE/BRIDGE MATERIALS
40569-AP	05/14/90	UPSHUR-RURAL ELECTRIC COOP, C	\$135 72	\$36 98	PCT#3-ACCT#902475306/MAY 2 '90
				\$49 75	PCT#1-ACCT#318852267MAY 4 '90 BILLING
				\$48 99	WT MT-ACCT#157460538/MAY 4 '90 BILLING
40570-AP	05/14/90	US SPRINT	\$15 63	\$15 63	TELE COMM-ACCT#131782320/APRIL 15 '90 BILLING
40571-AP	05/14/90	VALU-LINE	\$1,121 55	\$382 93	TELE COMM-ACCT#87390/APRIL 19 '90 BILLING
				\$4 16	CO LIB-ACCT#87400/APRIL 19 '90 BILLING
				\$734 46	J CTR-ACCT#87420/APRIL 19 '90 BILLING
40572-AP	05/14/90	VARNADO FEED SERVICE	\$66 00	\$66 00	CO BLDG-FERT (600 LBS)
40573-AP	05/14/90	VINGO FOODS	\$15 40	\$15 40	JAIL-CHILI MIX, SCOTCH BRITE

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FORM 101 5/89

MAILED IN USA

Approved Disbursements  
ALL Checking Accounts

Disbursements Made From 05/01/90 thru 05/14/90

THE SOFTWARE GROUP, INC

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Check #	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
40574-AP	05/14/90	WAL-MART #146	\$78 27	\$22 92	D A-HOT CK RESTITUTION/JOYCE SMITH
				\$55 35	D A-HOT CK RESTITUTION/CONSUELLA WEBB
40575-AP	05/14/90	WALMART STORE #146	\$152 85	\$100 02	JAIL-MASKING TAPE, PAINT, PAINT BRUSHES
				\$13 47	SHERIFF-FILM PROCESSING
				\$39 36	CO CLERK-COFFEE MAKER
40576-AP	05/14/90	WASTE MANAGEMENT OF	\$2,035 00	\$895 00	WASTE-ACCT#779555/UNSCHE 4/5/90&SERV 5/1-30/90
				\$285 00	WASTE-ACCT#779552/UNSCHE 4/6/90, SERV 5/1-30/90
				\$285 00	WASTE-ACCT#779556/UNSCHE 4/4/90, SERV 5/1-30/90
				\$40 00	PCT#27ACCT#779554/SERVICE 05/01/90-05/31/90
				\$40 00	WASTE-#779559/PCT#4 SERVICE 5/1-31/90
				\$490 00	WASTE-ACCT#779555/UNSCHE 4/25/90
40577-AP	05/14/90	WAYNE YOUNG	\$13 85	\$13 85	CO S-REIMBURSE/MEALS
40578-AP	05/14/90	WEST PUBLISHING CO	\$282 90	\$111 90	DA-ACCT#858-339-046/TX CM PROC CD 90 PAM
				\$84 00	DA-ACCT#858-339-046/TX FAMILY CD 90 PAM
				\$87 00	DA-ACCT#858-339-046/TX PENAL CD BTH 90PA
40579-AP	05/14/90	WHITE SWAN, NORTH	\$1,134 76	\$278 23	CO JAIL-CUST#420711/ASSORTED FOODS
				\$517 15	CO JAIL-CUST#420711/ASSORTED FOODS
				\$339 38	CO JAIL-CUST#420711/ASSORTED FOODS
40580-AP	05/14/90	WILLA STEGALL	\$205 00	\$120 00	D CT-BAILIFF/24hrs@5.00ea APR 23, 24, 25 '90
				\$85 00	D A-BAILIFF/GRAND JURY(17hrs 3/29/90&4/26/90@5 ea)
40581-AP	05/14/90	WILLOUGHBY JUVENILE CENTER	\$650 00	\$650 00	JUV PROB-DETENTION/MGP 4/5-12/90&JHN 4/14-15/90
40582-AP	05/14/90	YOLANDA YOUNG	\$9 17	\$9 17	CO LIB-LITERACY/REIMBURSE SUPPLIES
40583-AP	05/14/90	EMBASSY SUITES SOUTH	\$165 00	\$165 00	CO AUD-(3)NIGHTS FOR AUDITOR CONF @AUSTIN
40584-AP	05/14/90	WEIN, NANETTE	\$132 00	\$132 00	CO AUD-(550mi)@ 24ea/AUDITOR CONF@AUSTIN
Total for AP - ACCOUNTS PAYABLE			\$878,354 51		

Room 1111 S 10

Room 1111 S 10

Approved Disbursements  
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 05/01/90 thru 05/14/90

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Check #	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
9022-INS	05/03/90	TRANSPORT LIFE INSURANCE	\$28,363 21	\$28,363 21	2ND BI-MONTHLY DRAFT FOR APRIL '90
Total for INS - INSURANCE			\$28,363 21		
Grand Total			\$906,717 72		

VOL 35 PG 514

*Everett Dean*  
County Judge, Everett Dean

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

*Bill Loggins*  
Commissioner Pct. #2, Bill Loggins

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

*Tommy Eatherton*  
Commissioner Pct. #4, Tommy Eatherton

FILED  
REX A. SHAW  
COUNTY CLERK  
MAY 14 PM 1:00  
UPSHUR COUNTY, TX

PRINTED IN USA

# TEXAS ASSOCIATION OF COUNTIES

VOL 35 PG 515

P.O. Box 2131, Austin, Texas 78768

1204 San Antonio (512) 478-8753



Sam D. Seale, Executive Director

April 9, 1990

Dear Unemployment Fund Member:

To comply with the pronouncement from the Governmental Accounting Standards Board, "GASB," we have begun to account on an accrual basis for the unemployment group fund. This has necessitated changes in the bylaws of the "fund" and the participation agreements (hereinafter, called interlocal agreements) of the fund members.

The amended sections of the bylaws are as follows:  
Section 10. - Powers and Duties  
Section 13. - Members Vested Right to Income

The amended articles of the interlocal are as follows:  
Article V. - Contribution Rate/Contribution

Due to these changes, it is necessary for each fund member to execute new copies of the interlocal agreement. Please find enclosed copies of the amended bylaws, for your files, and copies of the amended interlocal agreement. Please execute the copy of the interlocal and return to the Texas Association of Counties.

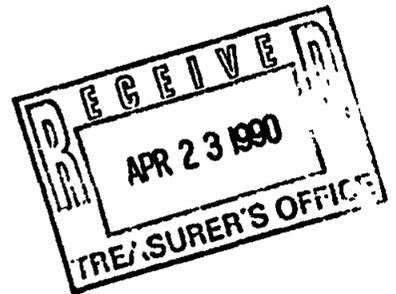
If you have any questions, please contact myself or Terry Wyatt at the TAC office, 1-800-222-5974.

Sincerely,

A handwritten signature in cursive script that reads "Stephen E. Lowell".

Stephen E. Lowell  
Director, Unemployment Compensation Fund

*Called Mr. Wyatt -  
Needs to be in Ct. Minutes  
.. mH  
4-24-90.*



**PARTICIPATION AGREEMENT**

for

**TEXAS ASSOCIATION OF COUNTIES UNEMPLOYMENT FUND**

This Agreement, entered into by and between the Texas Association of Counties Unemployment Fund (hereinafter called "Fund" and UPSHUR COUNTY (hereinafter called "Fund Member") shall be effective as of the date hereinafter shown.

**RECITALS:**

WHEREAS, the Fund was established by the Texas Association of Counties (hereinafter called "TAC") as a means of providing a single vehicle for the payment of reimbursements to the Texas Employment Commission (hereinafter called "TEC") required under art. 5221b, and 4413(32b) V.A.T.S.; and

WHEREAS, Fund Member, a political subdivision, desires to take advantage of the benefits made available through the Fund;

NOW, THEREFORE, pursuant to the provisions of Art. 5221b, V.A.T.S. it is Agreed and Understood among the Parties as follows:

**ARTICLE I**  
**APPOINTMENT OF FUND**

**1.01. Appointment**

Fund is hereby appointed Agent of the Fund Member and authorized to represent Fund Member before the TEC.

**1.02. Length of Appointment**

Fund shall continue to serve as Agent of Fund Member for purposes of this Agreement until such time as this Agreement is terminated in accordance with its terms.

**ARTICLE II**  
**ELECTION OF PARTICIPATION**

**2.01. Election**

Fund Member hereby elects to become a member of and participate in the Fund.

**2.02. Length of Election**

Fund Member's election under paragraph 2.01 of this Agreement shall be effective until terminated in accordance with the terms of this Agreement.

**2.03. Nature of Election**

By its election under paragraph 2.01 of this Agreement, Fund Member elects to join and participate in the TAC Group Account maintained by TEC under Account Number 99-991,884-0. The

Group Account is maintained for the purpose of receiving contributions required under art. 5221-5b, V.A.T.S. and paid by the Fund.

**ARTICLE III**  
**POWER AND DUTIES OF FUND**

**3.01. Authority to Act as Agent**

Fund member hereby confers upon Fund all authority necessary to carry out the purposes of this Agreement. Fund shall have the authority to construe the provisions of this Agreement and the rules, regulations, contribution schedules and Bylaws of the Fund. Any construction of the above named items by the Fund shall be binding on all Fund Members and their employees.

**3.02. Powers of Fund**

Fund shall have any power necessary to carry out the purposes of this Agreement which may be conferred by this Agreement and the rules, regulations, contribution schedules and Bylaws of the Fund including, without limitation, the following:

- a. The power to collect and retain all monies required from Fund Member;
- b. The power to establish a Contribution Rate for Fund Member;
- c. The power to require and accept from Fund Member reports of wages paid to non-elective employees of Fund Member;
- d. The power to require and accept from Fund Member unemployment reports with respect to employees of Fund Member leaving the employ of Fund Member;
- e. The power to require the appointment by Fund Member of an Unemployment Coordinator;
- f. The power to delegate any power or duty conferred by this Agreement to an independent contractor, including the power to act as Fund Member's agent before the TEC;
- g. The power to develop and establish unemployment cost control services;
- h. The power to maintain a separate account or accounts for Fund Member and to co-mingle the funds of the Fund Members;
- i. To the extent permitted by the Unemployment Commission Act of Texas, the power to review claims, determine their validity, and dispose of claims coming to the Fund;
- j. The power to appoint legal counsel to handle the legal affairs of the Fund;
- k. The power to open and maintain bank accounts in the name of the Fund; and
- l. The power to perform any act whether or not expressly authorized herein, which Fund deems necessary to accomplish the general objectives of the Fund.

**3.03. Signature of Fund**

Fund is hereby authorized to execute any notice or other instrument in writing required to carry out the purposes of this Agreement and all persons, partnerships, political subdivisions, corporations or associations may rely thereupon that such notice or instrument is duly authorized and is binding on Fund and Fund Member.

**3.04. Liability of Fund**

Fund shall be responsible for monies solely when, as, and if received by it from Fund Member, and Fund shall not be liable to anyone if for any reason whatsoever this Agreement is terminated.

**3.05. Duty to Act**

Fund shall be under no duty to take any action, except as specifically provided for in this Agreement and except as it shall hereinafter agree in writing to take.

**ARTICLE IV  
FUND MEMBER ACCOUNT**

**4.01. Retention of Monies**

Fund shall retain all monies paid to Fund by Fund Members until such time as Fund ceases to be liable to TEC for any charges incurred by Fund Member during the period Fund Member participated in TEC Group Account Number 99-991-884-0. Should the monies retained by Fund on behalf of Fund Member be insufficient to pay charges attributable to Fund Member, the charges in excess of the monies retained by Fund shall be paid by Fund Member to Fund within ten days of written notice of such charges. The above is understood and agreed to even in the event of termination of this Agreement. In the event of termination of this Agreement and subsequent to determination that Fund is no longer liable for any of the above outlined charges to TEC, Fund shall remit to Fund Member any remaining balance in Fund Member's account on behalf of Fund Member.

**4.02 Maintenance of Separate Account**

Fund shall maintain a separate account for Fund Member. Fund may maintain more than one separate account for Fund Member and treat each such account as a separate entity. The maintenance by Fund of more than one account for Fund Member does not serve to relieve Fund Member of responsibility for the account. If more than one separate account is maintained by Fund for Fund Member, each separate account represents an activity of Fund Member. Any determination with respect to the activity within any of the above mentioned separate accounts by TEC shall be binding on Fund Member.

**ARTICLE V  
CONTRIBUTION RATE/CONTRIBUTION**

**5.01. Calculation of Contribution Rate**

Fund shall calculate Fund Member's Contribution Rate based on Fund Member's actual experience in Fund; provided, however, in no event shall the contribution rate be less than 1/20 of one percent (.0005) of Fund Member's payroll, subject to the minimum contribution requirement stated in Section 5.02 herein. It is further agreed and understood that until Fund Member has been included in the TAC Group Account with TEC for six (6) calendar quarters, Fund Member's Contribution Rate shall be 8/10 of one percent (.008) of Fund Member's payroll. Fund shall determine the Contribution Rate for Fund Member subsequent to the above mentioned six (6) calendar quarter period during the first quarter of each calendar year, and the Contribution Rate shall apply to all payments predicated on the year's payrolls.

**5.02. Responsibility to Contribute**

Fund Member shall contribute to Fund a portion of its payroll for the preceding calendar quarter for all non-elective employees (full-time, part-time and temporary). In calculating the contribution, the Fund Member's contributing rate shall be applied to the total gross payroll of all non-elective employees. However, a minimum contribution of \$25.00 per quarter shall be made by all Fund Members.

**5.03. Initial Contribution**

A new Member shall pay an initial contribution determined by either its actual gross payroll for all non-elective employees owed in the quarter or by an estimated gross payroll for the next calendar quarter if Fund Member has had no previous payroll history. In no event shall the initial contribution be less than the minimum contribution of \$25.00 per quarter.

**5.04. Contribution Payments and Reports**

Fund Member agrees to promptly make all payments required by this Agreement to Fund. Fund Member agrees to furnish reports of wages paid to non-elective employees and other necessary information in a manner acceptable to TEC and Fund.

**5.05. Due Date of Contributions and Reports**

Quarterly Unemployment Records and Contributions shall be due and payable no later than the 10th day of each new quarter. For purposes of this Agreement, quarters will commence on the first day of January, April, July and October of every year. Reports or contributions postmarked after the 10th day of a new quarter shall be subject to a late penalty equal to the greater of \$25.00 or 5% of Fund Members contribution for the quarter.

**ARTICLE VI**  
**UNEMPLOYMENT COORDINATOR**

**6.01. Appointment**

Fund member shall by written instrument appoint an Unemployment Coordinator. The Unemployment Coordinator shall be responsible to Fund for the timely and accurate completion of the quarterly unemployment report, and for promptly providing Fund or its contractor any required information.

**6.02. Change of Unemployment Coordinator**

Fund Member may change its Unemployment Coordinator by giving written notice to Fund of such change prior to the effective date of the change.

**6.03. Responsibility of Unemployment Coordinator**

Any failure or omission of the Unemployment Coordinator shall be deemed a failure or omission of Fund Member. Fund or its contractor are not required to contact any other individual with respect to Fund Member's business except the named Unemployment Coordinator. Any notice given the Unemployment Coordinator by Fund or its contractor shall be deemed notice to Fund Member.

**ARTICLE VII**  
**TERMINATION**

**7.01. Notice**

This Agreement may be terminated by either party giving sixty (60) days written notice of intent to terminate the Agreement to the other party. Any notice of intent to terminate must be delivered by deposit in the U. S. mails Certified Return Receipt Requested.

**7.02. Liability Subsequent to Termination**

Termination of this Agreement shall not serve to relieve Fund Member of any obligation or liability for any obligation or liability Fund may have to TEC as a result of Fund Member's inclusion in the TAC Group Account with TEC.

**ARTICLE VIII**  
**MISCELLANEOUS**

**8.01 Unemployment Cost Control Services**

Fund Member shall be furnished with periodic statements of claim activity and the status of claims by Fund or its contractor pursuant to Fund's contract for unemployment cost control services.

**8.02. Eligibility of Fund Member**

Fund Member is a member in good standing or located within a county that is a member in good standing of TAC.

**8.03. Agreement to Comply with Bylaws**

Fund Member agrees to comply with the Bylaws of fund as adopted by Fund's Board of Trustees.

**8.04. Amendment**

This Agreement may be amended or modified at any time by the parties hereto; any such amendment or modification shall be evidenced by a written instrument attached to and made a part of this Agreement.

**8.05. Applicable Law**

This Agreement is entered into and executed in the State of Texas, and all questions pertaining to its validity or construction shall be determined in accordance with the laws of the State of Texas.

**8.06. Acts of Forebearance**

No act of forbearance on the part of either party to enforce any of the provisions of this Agreement shall be construed as a modification of this Agreement nor shall the failure of any party to exercise any right or privilege herein granted be considered as a waiver of such right or privilege.

**8.07 Effect of Partial Invalidity**

In case any provision of this Agreement is held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions of this Agreement.

**8.08 Headings and Captions**

The headings and captions in this Agreement are inserted for the purpose of convenience only and shall not be considered in the construction of any provision.

8.09 Notices

Any notice required to be given or payment required to be made to Fund shall be deemed properly sent if addressed to:

Texas Association of Counties  
P. O. Box 2131  
Austin, Texas 78768

**EXECUTION**

IN WITNESS WHEREOF, we hereunto affix our signature this 14 day of May, 1978

TEXAS ASSOCIATION OF COUNTIES  
UNEMPLOYMENT FUND

BY: [Signature]  
Executive Director

UPSHUR COUNTY  
FUND MEMBER  
BY: [Signature]  
Title

**BYLAWS OF THE  
TEXAS ASSOCIATION OF COUNTIES  
UNEMPLOYMENT COMPENSATION GROUP ACCOUNT FUND**

The Texas Association of Counties Unemployment Compensation Group Account Fund is hereby created by resolution adopted on the 9th day of December, 1977 by the Board of Directors of the Texas Association of Counties. The following Bylaws are adopted to authorize and govern the operation of this Fund:

-1-

**DEFINITIONS**

- 1) **TAC** means the Texas Association of Counties
- 2) **TEC** means the Texas Employment Commission
- 3) **Board of Directors** means the TAC Board of Directors
- 4) **Fund** means the TAC Unemployment Compensation Group Account Fund
- 5) **Fund Member** means a political subdivision that has signed an interlocal agreement to participate in the Fund and has been authorized to do so by the TEC
- 6) **Board of Trustees** means the Board of Trustees of the Fund established by these Bylaws
- 7) **Committee or Executive Committee** means the Executive Committee of the Board of Trustees established by these Bylaws

-2-

**NATURE OF THE ORGANIZATION**

The Fund shall consist of an unincorporated association of political subdivisions of the State of Texas (hereinafter called Fund Members). A county must be a dues-paying member of the Texas Association of Counties to be eligible to participate as a Fund Member. Any county which withdraws

its membership in the Texas Association of Counties is ineligible to continue to participate as a Fund Member and shall be terminated. Political subdivisions of the State of Texas other than counties may be admitted as Fund Members. The Fund is intended to be the contracting mechanism by which each Fund Member finances and administers its obligations under the Texas Unemployment Compensation Act, as amended.

-3-

#### ESTABLISHMENT OF THE BOARD

The Fund shall be governed by a Board of Trustees and its Executive Committee which are hereby created. All actions and decisions may be reviewed by the TAC Board of Directors who retain final authority. The Board of Trustees shall supervise the administration and operation of the Fund through its Executive Committee.

-4-

#### COMPOSITION OF THE BOARD

The Board of Trustees shall be composed of eleven voting members. The voting members of the Board shall be appointed by the TAC Board of Directors upon the nomination of the Presidents of the various statewide associations of county officers. There shall be a voting member representing each of the following county offices and who shall also hold the office represented: 1) County Assessor-Collector of Taxes; 2) County Attorney; 3) County Auditor; 4) County Clerk; 5) County Commissioner; 6) Constable; 7) County Judge; 8) Justice of the Peace; 9) Sheriff; 10) County Treasurer, and; 11) District Clerk. The President of TAC staff be an ex-officio member of the Board and Executive Committee. Nonvoting members may be appointed by the TAC Board of Directors.

-5-

#### QUALIFICATIONS AND TERM OF THE BOARD

Trustees shall serve staggered terms beginning January 1, 1989. The five Trustees who are holding the public offices of Assessor-Collector of Taxes, Constable, Sheriff, County Attorney, and

County Commissioner shall serve initial Trustee terms of three years from January 1, 1989 through December 31, 1991. The six Trustees who are holding the public offices of County Clerk, District Clerk, County Judge, County Auditor, County Treasurer, and Justice of the Peace shall serve initial Trustee terms of two years from January 1, 1989 through December 1, 1990. After these initial terms, all Trustees shall serve two year terms commencing on January 1, of each year. All Trustees who ceases to hold the county office being represented on the Board, or whose county of residence ceases to be a Fund Member, ceases to be a Trustee. A Trustee who fails to attend more than two meetings consecutively without a proper excuse may be replaced by the TAC Board of Directors. A vacancy on the Board of Trustees shall be filled for the unexpired terms and in the same manner as the original appointment. A Trustee may not serve more than two consecutive terms; however, a Trustee may serve until a successor has been appointed and has been qualified.

-6-

#### ELECTION OF OFFICERS: MEETINGS

Annually, the Board shall hold a meeting for the purpose of the election of officers, except for the Chairman and Vice Chairman, and such other business that may come before it. Annually, during each January, the President of the Texas Association of Counties, with the approval of the Board of Directors of the Texas Association of Counties, shall appoint a Chairman and a Vice Chairman from the members of the Fund's Board of Trustees. The officers of the Board shall serve one year terms until December 31 of each year. The Board may hold such other meetings as may be necessary when called by any three voting Trustees. All meetings shall be held in Austin, unless 30 days written notice has been sent to all Trustees designating another location. In lieu of a formal meeting, the Board and the Executive Committee may transact business by electronic conference. In the event of an electronic conference vote, the TAC staff at the direction of the Chairman or any three voting Trustees of the Board shall attempt to contact all the voting Trustees with information concerning the time of the conference and the matter to be discussed. In the event of an electronic conference vote by the

Executive Committee, the TAC staff at the direction of the Chairman or any two Committee members shall attempt to contact all the Committee with information concerning the time of the conference and the matter to be discussed. A majority of the Trustees or Committee members must participate in the conference and vote. Electronic conference votes must be confirmed in writing by each participating Trustee or Committee member or by subsequent approval of minutes reflecting such vote. Action taken pursuant to such procedures in each such case shall be binding.

-7-

#### OFFICERS: QUORUM

The Officers of the Board shall consist of a Chairman and a Vice Chairman. The Chairman shall see that the minutes and records of the Board are kept. A majority of Trustees of the Board shall constitute a quorum. A majority of the Executive Committee (as established in Section 8 of these Bylaws) shall constitute a quorum. Concurrence of a majority of those present and voting shall be necessary for any official action taken by the Board or by the Committee.

-8-

#### THE EXECUTIVE COMMITTEE

The Executive Committee of the Board of Trustees shall be composed of five members. The Chairman of the Board shall be the Chairman of the Committee and a voting member. The Vice Chairman of the Board shall be the Vice Chairman of the Committee and a voting member. The Board shall choose by lot three of its members to serve on the Committee. The Committee shall be chosen annually. The Committee is authorized to carry out the functions, powers, and duties of the Board between regular and called Board meetings. The Board may by resolution reserve specific functions, powers and duties to itself. All actions and decisions of the Committee may be reviewed by the Board of Trustees and the TAC Board of Directors.

-9-

#### REIMBURSEMENTS

The members of the Board shall serve without compensation, but shall be entitled to reimbursement of reasonable actual expenses incurred in the performance of their official duties upon the approval of the Board.

-10-

POWERS AND DUTIES

The Board, in addition to other powers and duties herein conferred and imposed or authorized by law, shall have the following powers and duties:

- A. It may exercise any power or authority conferred on the Fund by the provisions of any interlocal participation agreement with any Fund Member.
- B. It may, in the exercise of its power to establish a contribution rate for each Fund Member, make adequate provision for the payment of claims, the payment of expenses, the accumulation of reserves and the payment of deficits in any account of a Fund Member.
- C. It may require payments from Fund Members in addition to the quarterly contributions otherwise required for the purpose of avoiding or extinguishing any deficit in the accounts of fund Members or for the purpose of establishing or maintaining sufficient reserves, as may be required by the Board.
- D. It may make interest charges to the account of any fund Member whose account is in deficit which the Board deems to be sufficient to compensate the remaining fund Members for their pro rata shares of investment income lost due to such deficit.
- E. The Board shall have the authority, provided the loss position and the financial condition of the Fund is sufficiently sound, to return some or all of the reserve funds to the Fund Members as the Board deems appropriate in the exercise of its discretion.

-11-

FUND MEMBERS

Each of the Fund Members shall be required to pay to the Fund not less than quarterly the

amounts charged by the Fund as provided by the Interlocal Agreement between the fund and the Fund Member. Failure to pay the amounts required when due shall render the membership of the Fund Member subject to termination by action of the Board or Executive Committee. In the event there is any disagreement between the Fund Member and the Fund representative, the Fund Member shall have the right to appeal to the Executive Committee. If the disagreement is unresolved the Fund Member may appeal to the Board of Trustees and final appeal shall rest with the TAC Board of Directors.

-11A-

#### ASSOCIATE MEMBERS

Nothing herein shall be construed to prevent the acceptance of Associate Members of the Fund and such category of membership is permissible. The Associate Members shall not be voting members of the Fund. Associate Members shall be entitled to all services as specified by Agreement between Associate Members and the Fund, except that Associate Members will not deposit any contributions with the Fund, and the Fund shall not administer the accounts in which Associate Member retain their own unemployment compensation funds. Each Associate Member shall pay to the Fund fees for the services of the Fund as set by the Board of Trustees.

-12-

#### FISCAL YEAR

The fiscal year for the Fund shall be from the 1st day of January of each year and ending on the 31st day of December of that year.

-13-

#### MEMBER'S VESTED RIGHT TO INCOME

Each Fund Member shall receive credit for its pro rata share, as determined by the Board, of income earned by the Fund in each fiscal year. Any excess of income and contributions, together with any reserve requirements established by the Board, over expenses and losses shall accrue to the Fund Members and will be used to reduce contribution payments, to build reserves, or to pay dividends, in

the manner, amounts and at the times as may be determined by the Board.

-14-

**WITHDRAWAL FROM MEMBERSHIP**

Any Fund Member may withdraw from the fund at any time upon 60-day written notice to the Board subject to the rules of the Texas Employment Commission and law. The Fund Member withdrawing may not withdraw the reserves on any of the claims that are being paid from the Fund or may be required to be repaid from the Fund except as may be authorized by the Board. The Fund shall continue the servicing of any claims as required by law after the withdrawal of the Fund Member. The withdrawing Fund Member shall make adequate provision to indemnify the Fund for charges attributable to its account. After the Fund Member withdraws from the Fund and all claims are paid and serviced, the Board shall return to the withdrawing Fund Member such Fund Member's reserve, if any, determined as of the date of the Fund Member's withdrawal from the Fund and such Fund Member's share of accrued income or dividends, in accordance with the determination of the Board.

-15-

**AMENDMENTS TO THE BYLAWS**

The Bylaws may be amended by the TAC Board of Directors after notice of the proposed amendment has been mailed to the members of the Board of Directors at least ten (10) days prior to the day of the meeting to consider same. The Board of Trustees may recommend such changes as it deems necessary or desirable from time to time.



# UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

## Election favoring confirmation of district; order of Commissioners Court

Sec. 9. (a) If a majority of those voting at such election, as provided in Section 2 or Section 2(a) of this Act, vote in favor of the confirmation of the district, it shall henceforth be deemed an organized Rural Fire Prevention District under this act; and the Commissioners Court of Upshur County shall enter orders accordingly in their minutes in the following substantial form:

WHEREAS, at an election duly and regularly held on the 5th day of May, A.D. 1990, within that portion of Upshur County, State of Texas, described as: (see attached description of District) there was submitted to the legal voters thereof the question whether the above described territory shall be formed into a Rural Fire Prevention District under the provisions of the laws of this state; and

WHEREAS, at such election 796 votes were cast in favor of formation of said district and 626 votes were cast against such formation; and

WHEREAS, the formation of such Rural Fire Prevention District received the affirmative vote of the majority votes cast at such election as provided by law.

NOW, THEREFORE, the County Commissioners Court of Upshur County, State of Texas, does hereby find, declare and order that the district hereinbefore described has been duly and legally formed into a Rural Fire Prevention District under the name of UPSHUR COUNTY RURAL FIRE PREVENTION DISTRICT, #1, under and pursuant to Article III, Section 48-d of the Constitution of Texas, and with the powers vested in such district conferred by law.

READ, APPROVED AND ADOPTED on first reading this the 14th day of May, A.D. 1990.

ATTEST:

Beverly Shaw  
County Clerk



Ernest Dean  
County Judge, Upshur County

Walter Lindsey  
Commissioner, Precinct One

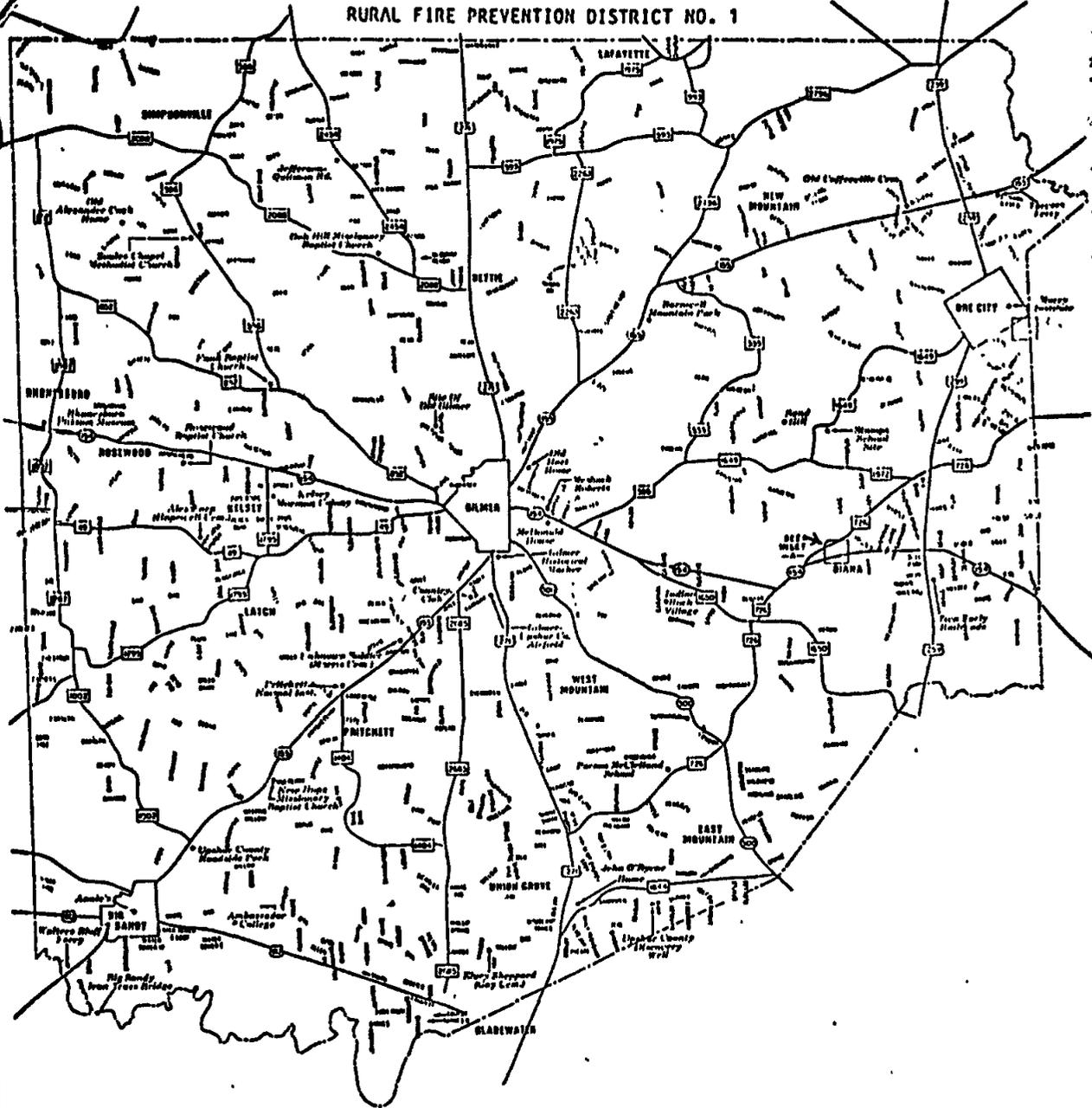
Bill Legans  
Commissioner, Precinct Two

David Boyd  
Commissioner, Precinct Three

Tommy Esteban  
Commissioner, Precinct Four

# UPSHUR COUNTY

## RURAL FIRE PREVENTION DISTRICT NO. 1



NOTE: District excludes the incorporated cities of Big Sandy, Gilmer and Ore City.



**UPSHUR COUNTY SHERIFF'S OFFICE**

**BID SPECIFICATIONS - COMPUTER HARDWARE AND SOFTWARE**

1. One system unit to act as a dedicated network server. Unit must be configured with 32-bit Intel 80386 microprocessing at 25 MHz operation with no wait states, 4 Mb RAM, (1) high density disk drive, 150 Mb hard disk, and (1) parallel port.
2. One 12" monochrome monitor with adapter card for above system unit.
3. Six (6) microcomputers to act as network workstations. Units must be configured with 80286 microprocessing at 12 MHz operation with no wait states, 1 Mb RAM, (1) high density disk drive, and (1) parallel port.
4. Six 12" VGA color monitors with VGA adapter cards for above system units.
5. Five 9-pin, dot-matrix printers, 240 CPS in draft mode and 48 in near letter quality mode; with advanced paper handling capabilities allowing single sheet feed with tractor feed paper intact.
6. Five parallel printer cables for above units.
7. One <sup>80</sup> Mb internal tape back-up unit, streaming tape, ~~QIC-40~~, with automatic back-up software.
8. One 2400 baud internal modem which communicates at 300/1200/2400 bps, with digital signal processing technology, automatic adaptive equalization, synchronous communication, call progress monitoring, and built-in test modes.
9. One TRIPPLITE 325 watt UPS; or equivalent.
10. One 16-bit and seven 8-bit LAN adapter cards and one active hub (eight port).
11. Software: Novell ELS 286, Level II (eight users); or equivalent.
12. Software: PC Anywhere; or equivalent.
13. Software: WordPerfect Corporation, WordPerfect 5.0, LAN version; or equivalent.
14. Software: WordPerfect Corporation, WordPerfect Junior; or equivalent.

15. Software: Micro-Soft Corporation, DOS <sup>4.0</sup> ~~3.3~~.
16. Software: Law enforcement automated records system capable of maintaining a large data base with immediate search and retrieval capability. System must contain a single-entry, integrated file system for:
- 1) Offenses (ie location, district/grid, date and time, day of week, reporting officer, POE, MO, UCR code).
  - 2) Arrests (ie date, name, address, DOB, height, weight, race, hair color, eye color, SSN, AKA's, UCR code).
  - 3) Narrative (ie report generation tied to case number).
  - 4) Master Name Index
  - 5) Wants and Warrants Index
  - 6) Attendance and Daily Logs
  - 7) Officer Training Records
  - 8) Civil Papers and Processing Systems
  - 9) Jail Management (ie master name file tracking property, visitors, telephone calls, commissary charges, medical and transport information).
- System must be multi-user and work in a LAN environment; compatible with DOS ~~3.3~~ and 80386 based hardware. System must be accompanied with installation to include network and at least 32 hours of training and familiarization in the use of the software and hardware.
17. Installation of network (cable shall be included in the bid, however the Department will arrange separately for actual laying of the cable in advance of bidder's installation).

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**DESCRIPTIVE LITERATURE MUST ACCOMPANY BID.**

**NO PARTIAL BIDS WILL BE ACCEPTED.**

**BIDS MUST INCLUDE PRICES FOR EACH NUMBERED PIECE OF EQUIPMENT OR SOFTWARE AS SPECIFIED; AS WELL AS A GRAND TOTAL.**

**ALL HARDWARE EQUIPMENT MUST BE PROVIDED WITH AT LEAST A 12 MONTH WARRANTY. THE SUCCESSFUL BIDDER WILL PERFORM ALL PREVENTATIVE MAINTENANCE ON-SITE.**

**THE ENTIRE SYSTEM MUST BE TESTED PRIOR TO DELIVERY TO THE UPSHUR COUNTY SHERIFF'S DEPARTMENT BY THE SUCCESSFUL BIDDER. ALL INTEGRATION SERVICES, TO INCLUDE BURN-IN PERIODS, INSTALLATION, AND PREPARATION FOR NEW EQUIPMENT WILL BE CONDUCTED BY THE BIDDER.**

**DELIVERY OF EQUIPMENT MUST BE GUARANTEED IN 30 DAYS FROM RECEIPT OF ORDER.**

**THE SUCCESSFUL BIDDER MUST BE A CERTIFIED NOVELL TRAINING CENTER.**

**TERMS OF PAYMENT: ONE-HALF OF THE TOTAL AMOUNT WILL BE PRESENTED TO THE SUCCESSFUL BIDDER FOR THE ORDERING OF EQUIPMENT. THE FINAL ONE-HALF WILL BE PAID AT THE TIME OF ENTIRE SYSTEM DELIVERY AND INSTALLATION.**

**FAILURE TO COMPLY WITH THESE REQUESTS WILL DISQUALIFY THE BID.**

**THE UPSHUR COUNTY SHERIFF'S DEPARTMENT RESERVES THE RIGHT TO MAKE AN AWARD BASED ON THE BID WHICH IS MOST ADVANTAGEOUS TO THIS AGENCY. FURTHER, THE UPSHUR COUNTY SHERIFF'S DEPARTMENT RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.**

**ALL QUESTIONS REFERRED TO:**

TO: PAYROLL DEPARTMENT

VOL 35 PG 535

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

EFFECT 052090  
(DATE & TIME)

EMPLOYEE Jerry Kuhn

SOCIAL SECURITY NO 458-04-2034 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 type="checkbox"/> RATE	17-10	17-12
<input checked="" type="checkbox"/>	1663.95	1705.57

**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 \_\_\_\_\_ (DATE) UNTIL \_\_\_\_\_ (DATE)

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

CHANGE AUTHORIZED BY M K Jordan DATE 5-14-90

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

**TO: PAYROLL DEPARTMENT**

VOL. 35 PG. 336

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

EFFECT 052090  
(DATE & TIME)

EMPLOYEE Wayne Young

SOCIAL SECURITY NO. 417-62-8077 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 type="checkbox"/> RATE		
<input checked="" type="checkbox"/>	<u>1584.71</u>	<u>1624.35</u>

**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 \_\_\_\_\_ (DATE) UNTIL \_\_\_\_\_ (DATE)

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

CHANGE AUTHORIZED BY MK Jordan DATE 5-14-90

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

DEPARTMENT

VOL 35 PG 537

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

EFFECT 052090  
(DATE & TIME)

EMPLOYEE Larry Fortson

SOCIAL SECURITY NO 457-62-5092 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 type="checkbox"/> RATE		
<input checked="" type="checkbox"/>	<u>1584.71</u>	<u>1624.35</u>

**REASON FOR THE CHANGE(S)**

- HIRED
- RE-HIRED
- PROMOTION
- DEMOTION
- TRANSFER
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- UNION SCALE
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- RE-EVALUATION OF EXISTING JOB
- RESIGNATION
- RETIREMENT
- LAYOFF
- DISCHARGE

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

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

CHANGE AUTHORIZED BY M.K. Jordan DATE 5-14-90

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

UPSHUR COUNTY  
Monthly and Annual Cost Projections Effective June 1, 1990

	Current		Proposed Plan I*		Proposed Plan II*		Proposed Plan III*		Proposed Plan IV*	
	Emp. Only	Emp. & Family								
Fixed Costs:	\$ 37.50	\$ 90.50	\$ 44.80	\$ 106.35	\$ 44.50	\$ 105.55	\$ 40.45	\$ 96.70	\$ 40.15	\$ 95.90
Current Enrollment	61	73	61	73	61	73	61	73	61	73
<u>Monthly Fixed Costs</u>	\$ 8,894.00		\$ 10,496.00		\$ 10,420.00		\$ 9,527.00		\$ 9,450.00	
<u>Annual Fixed Costs</u>	\$ 106,728.00		\$ 125,952.00		\$ 125,040.00		\$ 114,324.00		\$ 113,400.00	
<u>Maximum Monthly Claims Costs</u>	\$ 31,323.00 (\$233.75/Emp/Mo)		\$ 35,577.00 (\$265.50/Emp/Mo)		\$ 31,845.00 (\$237.65/Emp/Mo)		\$ 37,286.00 (\$278.25/Emp/Mo)		\$ 33,366.00 (\$249.00/Emp/Mo)	
<u>Monthly Maximum Combined Costs</u>	\$ 40,217.00		\$ 46,073.00		\$ 42,265.00		\$ 46,813.00		\$ 42,816.00	
<u>Annualized Maximum Combined Costs</u>	\$ 482,604.00		\$ 552,876.00 (+14.56%)		\$ 507,180.00 (+05.0%)		\$ 561,756.00 (+16.4%)		\$ 513,792.00 (+06.46%)	

- \* Plan I -- Duplication of Current Benefits (\$200 Deductible/\$5.00 PCS Ded.)  
 Plan II -- Calendar Year Deductible to \$500/PCS Deductible to \$10.00  
 Plan III -- Current Benefits with a \$25,000 Specific Stop Loss Level  
 Plan IV -- Same as Plan II with a \$25,000 Specific Stop Loss Level

A RESOLUTION BY THE COUNTY COMMISSIONERS OF THE COUNTY OF UPSHUR, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT REQUEST WAIVER OF SPECIAL CONDITION TO THE GOVERNOR'S CRIMINAL JUSTICE DIVISION FOR FUNDING TO THE COUNTY OF UPSHUR, TEXAS, FOR A PROGRAM KNOWN AS "JUVENILE COURT INFORMATION SYSTEM/1."

WHEREAS, THE COUNTY COMMISSIONERS OF THE COUNTY OF UPSHUR, TEXAS, have the moral obligation to the citizens and taxpayers of the County of Upshur, Texas, to ensure that the criminal justice system operates in the most efficient and coordinated way possible; and

WHEREAS, the Commissioners are aware that there are limited special services available to or provided to the juveniles of Upshur County, and

WHEREAS, the Commissioners are aware that the Criminal Justice Division Grant SF-90-F01-3271, Juvenile Court Information System/1 contains special conditions which among other state; Sole source procurement of computer hardware and computer software is not approved. The purchase of the computer hardware and computer software must be based upon the competitive bidding process. Bid specifications must be submitted to the Criminal Justice Division for review and approval prior to advertising for bids.

WHEREAS, the Commissioners request that the Criminal Justice Division waive the special condition based on the following reasons.

- (A) County purchases of less than \$10,000.00 do not require competitive bidding.
- (B) The equipment purchased is offered at a state rate of 35% off retail price.
- (C) The equipment purchased meets requirements of the Texas Juvenile Probation Commission software program.
- (D) The Commissioners were not made aware that the special conditions existed until the equipment had been purchased and in place.

PASSED AND APPROVED, this 16 day of May, 1990,

County of Upshur, Texas



Ernest Dean  
County Judge

Rex Shaw  
County Clerk

I, REX SHAW County Clerk of the County of Upshur, do hereby certify this to be a true and exact copy of County of Upshur Resolution No. \_\_\_\_\_, adopted by the UPSHUR County Commissioners, (date) MAY 16, 1990.

Date: 5-14-90

COMMISSIONER COURT  
ATTENDANCE SHEET

Name	City of Residence
<i>Verney Vick</i>	<i>Helmer</i>
<i>Jack Clark</i>	<i>Helmer</i>
<i>James Katten</i>	<i>Helmer</i>
<i>Clubbie Brown</i>	<i>Helmer</i>
<i>Tommy Stanger</i>	<i>One City</i>
<i>James R. Brown</i>	<i>Helmer</i>
<i>John Jackson</i>	<i>Helmer</i>
<i>Harley Jones</i>	<i>Harmony</i>
<i>Frank Ford</i>	<i>Harmony</i>
<i>Bill Darby</i>	<i>East Mt.</i>
<i>Everett Holloway</i>	<i>Harmony</i>
<i>Martin Lambert</i>	<i>Harmony</i>
<i>Murray Jordan</i>	<i>Helmer</i>
<i>Bill Thompson</i>	<i>Helmer</i>
<i>My Wyl</i>	<i>Upper Co.</i>
<i>Marlette Wein</i>	<i>Upper County</i>