



VOL 35 PG 871

UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

8-13-90

Commissioners Court met in regular session with all members present.

Motion by David Loyd seconded by Bill Loggins to approve the minutes of the previous meetings. Motion carried.

Dean Miller met with the court to discuss the courthouse roof. He stated that the main problem is ponding water, which is defined as water that stands for 48 hours after a rain. He recommended the county break down the cost to basic repair and then complete it later. He will draw up the specifications for the bids, communicate with the contractor and follow through the job. Motion by David Loyd seconded by Bill Loggins to approve him doing this. Motion carried.

The bids on microfilming and indexing for the County Clerk's Office were opened. They were from Business Records Corp. and Government Records. After the bids were examined, Rex Shaw, County Clerk, stated that even though Business Records had the lower bid, their service had not been up to par and he would rather accept Government Records bid. Motion by Bill Loggins seconded by Gaddis Lindsey to do so. Motion carried, copy attached.

The bids for the used equipment was opened. The only bid was from J. L. Scott, who bid \$500.00 for the four gravel spreaders. Motion by Bill Loggins seconded by Gaddis Lindsey to accept the bid. Motion carried, copy attached.

Bob Nesbitt, Assistant DA, met with the court concerning the computer for the DA's Office. He stated that he had changed some of the requirements and the cost should be less than \$20,000.00. No action taken at this time.

A Quit Claim Deed was presented to the court for acceptance. This is on property owned by Larry and Denise Craig who are in the process of selling it. It was found that the house is on an alley supposedly owned by the county. Motion by Tommy Eatherton seconded by David Loyd to accept and sign the deed. Motion carried, copy attached.

Motion by David Loyd seconded by Bill Loggins to approve the filling of an abandoned well on the property of Laura Green. Motion carried, copy attached.

Motion by Tommy Eatherton seconded by Gaddis Lindsey to approve the filling of an abandoned well on the property of Ben Morris. Motion carried, copy attached.

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

Motion by David Loyd seconded by Tommy Eatherton to approve the permit application of Carn Catherwood to install a culvert within ROW of Almond Road. Motion carried, copy attached.

Motion by David Loyd seconded by Tommy Eatherton to approve the permit application of James Corbin to install culvert within ROW of Silver Maple Road. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by Tommy Eatherton to approve the permit application of Tejas Gas to make a road crossing on Pomegranate Road. Motion carried, copy attached.

Motion by Bill Loggins seconded by Gaddis Lindsey to approve the special road use agreement by James Kizer to haul logs on Begonia Road. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by Tommy Eatherton to approve the special road use agreement by Steve Adams to haul logs on Martin and Nuthatcher Roads. Motion carried, copy attached.

Motion by David Loyd seconded by Tommy Eatherton to approve the special road use agreement by Bill Canfield to haul logs on Water Tower West and Water Tower East. Motion carried, copy attached.

Motion by David Loyd seconded by Tommy Eatherton to approve the special road use agreement by Gene Williams to haul logs on Red Maple, Red Cedar and Lemon Roads. Motion carried, copy attached.

Motion by David Loyd seconded by Tommy Eatherton to approve the special road use agreement by Palestine Contractors to haul gravel on Tangerine Road. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by Bill Loggins to approve the special road use agreement by Jimmie Gilliland to haul on Bobwhite and Bluebird Roads. Motion carried, copy attached.

Motion by David Loyd seconded by Gaddis Lindsey to approve the special road use agreement by Doyal Ward to haul logs on Spruce and Aspen Roads. Motion carried, copy attached.

Motion by Bill Loggins seconded by Gaddis Lindsey to approve the payroll changes of the following: Gerald Timmons, Elnora Marshall, Ronald Benge, Wayne Young, Chester Nix, Mary Rose Cox, Rene Morris and Larry Mullinix. Motion carried, copy attached.

Motion by Bill Loggins seconded by Gaddis Lindsey to approve the payment of the bills now due. Motion carried, copy attached. No copy attached.

Motion by Tommy Eatherton seconded by Bill Loggins to approve the Treasurer's Monthly Report. Motion carried, copy attached.

David Loyd presented letters concerning the dumping of shingles on property in his precinct. The property belongs to Benny Sharp and he has requested help in the disposal of the shingles. Presented were letters from Mr. Sharp to the commissioner and from the Texas Department of Health stating that the county could help with this problem. Motion by David Loyd seconded by Gaddis Lindsey to do this. Motion carried, copy attached.

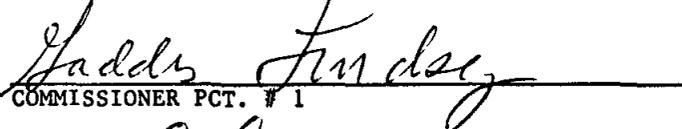
Judge Dean presented a bill from the City of Longview for 911 services. He stated that the county gets no benefit from this and suggested the service be dropped. It was decided to study the contract and place this back on the agenda at a later date.

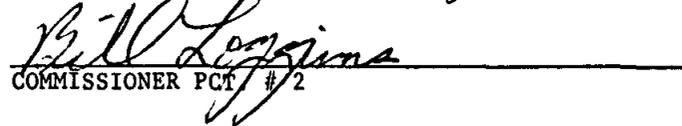
A letter was presented from the Pritchett Cemetery Association requesting help with the road of Pleasant Hill Cemetery. After some discussion a motion was made by Bill Loggins seconded by David Loyd to maintain the road to the gate only. Motion carried, copy attached.

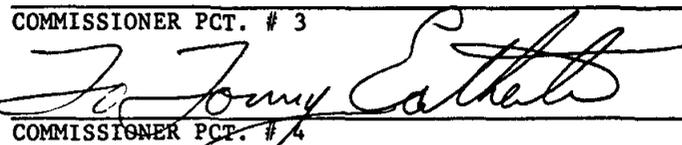
Motion by Gaddis Lindsey seconded by Bill Loggins to approve the Indigent Health Director attending a meeting in Arlington on Sept. 26-28, 1990. Motion carried.

Motion by Bill Loggins seconded by Gaddis Lindsey to adjourn. Motion carried.


COUNTY JUDGE


COMMISSIONER PCT. # 1


COMMISSIONER PCT. # 2

COMMISSIONER PCT. # 3

COMMISSIONER PCT. # 4

The bid on the computer in the Sheriff's Office that was accepted has been added to and made a part of the minutes. Copy attached.



BUSINESS RECORDS CORPORATION
1111 W. MOCKINGBIRD LANE, SUITE 1400, DALLAS, TX 75247
P. O. BOX 660002
DALLAS, TEXAS 75266-0002

VOL 35 PG 823

(214) 688-1800

July 25, 1990

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

Dear Sir:

Thank you for the opportunity to provide details and pricing for the microfilm recording and computerized indexing of the real property records filed in the County Clerk's office. Business Records Corporation (BRC) has been successfully providing this service to Upshur County for many years and we look forward to a continued business relationship.

In the following text BRC will provide a response to each required specification. Additional comments and concerns to the published specifications and additional services offered beyond the minimum required specifications are also discussed and detailed.

If I can provide additional information please let me know.

Sincerely,

Reed Roach
Reed Roach
Product Manager

RR:po

Upshur County, Texas

Specifications

COMPUTERIZED LAND RECORDS INDEXING
&
BUSINESS RECORDS CORPORATION'S RESPONSE

Specification 1.

Vendor must be capable of performing data input from a variety of microfilm formats including 16mm and/or 35mm rolls containing Upshur County land records images.

Response:

BRC currently provides this service in a 35mm microfilm format.

Specification 2.

Vendor must achieve a virtually error-free procedure for entering land records index data, involving a combination of key verification (100%), machine editing procedures (e.g. alphas in numeric fields and vice versa, as well as machine checks for missing instrument numbers, missing parties to the document, etc.) intensive operator training and documented reference materials for key entry personnel.

Response:

All procedures described are currently in place and being performed for Upshur County. Key verification is performed on 100% of the real property documents filed in Upshur County.

Specification 3.

Computerized indexing services must include an alphabetim listing of Grantors, an alphabetic listing of Grantees, a "missing numbers report" to account for all clerk's instrument numbers, and a numeric listing by Clerk's instrument number showing all documents indexed in each group of documents submitted by Upshur County. Turnaround time from vendor's receipt of film, until the finished products are dispatched back to Upshur County, may not exceed 5 working days of 7 calendar days. A merged year-to-date index of the Grantees and the Grantors will be provided periodically by the vendor to complement the daily and/or weekly merges provided with the daily work.

Response:

BRC is currently providing all reports and listing required and specified on a weekly basis.

Specification 4.

Indexed history data, accumulated over the years by Upshur County, must be merged annually with new data records accumulated, as a consequence of this contract to accept full responsibility and expense for accomplishing this end result without truncating any data records or compromising the completeness of the records in any way.

Response:

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All history index data has been, and will continue to be merged annually. All expense for this annual history merging and re-printing of the history data is, and has been, included in the quoted monthly service charge. Since Upshur County has used BRC's indexing format since 1968, no truncating, alteration in abbreviation methodology (which will cause record checking confusion) or history data corruption will be necessary.

Specification 5.

Specific characteristics of the Grantor and Grantee Index Output Reports:

- a. Grantor/Grantee name fields to be a minimum of 40 characters to minimize the need for operator judgments on abbreviations and assure a truer alphabetic sort procedure.
- b. Type of Document field to be a minimum of 20 characters to provide adequate room to spell out most document types and certain combination document types.
- c. Case numbers and money amounts must be shown on all index entries for Abstracts of Judgments and Tax Liens.
- d. Money amounts must be shown on Deeds of Trust index entries.
- e. Prior document references on Assignments and Releases must be shown on the index report. If both a column and page prior document reference and a money amount are shown on the same document, the column and page prior document reference will take priority over the money amount, with respect to the information printed on the index report.
- f. Page format of the data to prominently display the inclusive certification dates for the index series at the top of each page.
- g. At the Clerk's option, all properties described on a document (regardless of number) can be shown on the index.
- h. Output pages to be approximately 8 1/2 X 14 in size, printed in a landscape mode, and be of laser-print type quality. Annual history merges must be printed in a two-sided print format to conserve space.

Response:

All specified data entry methods and index reports are currently, or will be provided. However, BRC strongly urges the County to continue with the same input/output format on the length of fields of the Grantor/Grantee and type of document data fields, regardless of the vendor selected to provide this service. BRC has provided 24 character Grantor/Grantee name fields since 1979. Any and all abbreviations needed have always remained consistent and constant. Abbreviations will always be necessary at times regardless of the length of the data field. This one change will cause massive variances in computer sorting and merging of commonly filed corporate and individual names. The likelihood of searched and missed index entries by County employers, abstractors and landmen will dramatically increase. A sample of these data entry and reporting variances have been provided to the Upshur County Clerk.

Specification 6.

Vendor to furnish the necessary sectional post binders of a plastic (poly) material comparable in quality and style to those currently in use by the Upshur County Clerk. Alphabetic and "current" divider tabs and customized printing or labeling of the binders must also be included.

Response:

All specified and required binders are currently provided.

Specification 7.

Vendor shall safeguard all information and data provided by Upshur County. Furthermore, contractors will not sell or otherwise make available copies of any document or data sent to vendor by Upshur County, without the expressed written consent of the County Clerk.

Response:

This specification has been and will continue to be met and honored.

Specification 8.

This contract is for a one year period and can be renewed in one year increments if acceptable by both Upshur County and contractor.

Response:

BRC understands this specification.

Specification 9.

This contract may be canceled with thirty (30) days written notification by either party to the other.

Response:

BRC understands this specification.

Specification 10.

Vendor to furnish representative samples of Grant/Grantee index and associated reports to the Upshur County Clerk a minimum of 48 hours prior to proposal deadline.

Response:

Since BRC is the current vendor, no samples are required.

ADDITIONAL SERVICES PROVIDED BY BUSINESS RECORDS CORP.

If awarded this one year contract, BRC will provide the Upshur County Clerk's office with our easy to use "Search Express" retrieval system. This computer system will allow employees and landmen to search all real property index records from 1979 to present. With this system, the user simply enters the name to be searched and the computer, in a matter of seconds, finds the name and all documents filed on the name. The records found can be examined on the color monitor or printed for future reference.

This "Search Express" system will be provided at no charge to Upshur County.

The following is included with these services:

Compaq 286 PC w/Color Monitor
T.I. 880 Printer
All cables and Connectors
Installation and Training
All maintenance and support
Quarterly updates of data base

Upshur County, Texas

Specifications
ARCHIVAL PRINT RECORDING SERVICE
&
BUSINESS RECORDS CORPORATION'S RESPONSE

1. Vendor is to provide one (1) KODAK, Model MRD-2 or equivalent, 35mm microfilm recording camera, with easel and duplex capability, for the use of the county to film documents in such a way as to be able to produce high quality, two-sided paper prints from the resultant film record at full or reduced sizes as determined by the County and District Clerks.

RESPONSE: Specified camera currently being provided.

2. Vendor must provide all equipment maintenance and repairs as necessary, as well as the required amounts of microfilm, print paper, mailers, film targets, microfilm cans and spools, record binders and such miscellaneous supplies as needed for the microfilming and mailing of current filings. Film will be high resolution 35mm camera-type microfilm with anti-halation undercoat for daylight load capacity.

RESPONSE: These supplies are currently being provided with KODAK Imagelink HQ in 35mm X 100' rolls.

3. Archival quality prints will be printed on "Xerox Copyflo" continuous microfilm printing machines, or equal, to the appropriate size and in duplex (front & back mode). State number of continuous film printing production units in operation at the production site being recommended, and the normal operating speed (quoted in feet per minute) of each unit. Vendor's production facility must be available to Upshur County for inspection during normal business hours.

RESPONSE: Business Records Corporation currently has eight Xerox copyflo machines in our Dallas facility. Six operate at 20 feet per minute. Upshur County prints will be produced on 20 feet per minute machines. BRC welcomes an inspection of this facility by Upshur County at any time.

4. The processed microfilm will meet ANSI (American National Standards Institute) standards with respect to image resolution, density, and residual thiosulfate (hypo residue). Periodic Methylene Blue tests will be performed to provide assurance of archival microfilm processing on an on-going basis.

RESPONSE: All Upshur County microfilm is currently being processed to meet ANSI standards. BRC is a Kodak-approved laboratory and processed microfilm is subjected to a Methylene Blue test.

5. Security microfilm copies will be stored by vendor in an archival environment in accordance with ANSI PH 1.43-1985 Standards.
 - a. Temperature control (Per current ANSI Standard)
 - b. Humidity control (Per current ANSI Standard)
 - c. Halon fire protection system
 - d. Electronic security system
 - e. On-site certified records librarian

RESPONSE: Upshur County microfilm is currently being stored in an approved vault that will meet these requirements. Upshur is invited to inspect BRC's storage facility.

Upshur County, Texas - Archival Print Recording Service Specifications-Page 2

6. Bidder to provide representative samples of archival prints and recording paper, clearly identifying paper weights, print sizes and rag content percentages, to the Upshur County - a minimum of 48 hours prior to bid opening.

RESPONSE: Since BRC is the current vendor for this service, samples are not required. The paper is 28 pound with 25% rag content. SEE ATTACHED LETTER. All paper utilized by BRC produces archival quality. You may select 25% to 100% rag content at no additional charge.

7. Vendor must provide Upshur County with an annual inventory of all microfilm stored.

RESPONSE: BRC will provide Upshur County with an annual inventory of stored microfilm or at any time requested.

8. Microfilm shall not be transferred or relocated from original, approved security storage site for any purpose without specific written instructions from the Upshur County Clerk.

RESPONSE: BRC agrees to this specification.

9. Successful bidder shall safeguard all information and data provided by Upshur County. Further, contractor will not sell or otherwise make available copies of any document or data sent to vendor by Upshur County, without the express written consent of the County Clerk.

RESPONSE: This specification has been and will continue to be honored.

10. Vendor shall provide like style and quality record binders for printed pages as are now being used by Upshur County.

RESPONSE: Approved binders are currently being provided by BRC.

11. Vendor shall provide like style and quality record binders for printed pages as are now being used by Upshur County Clerk.

RESPONSE: No sub-contractors are being used for any part of the operation.

12. Business reference, including contact names and phone numbers, must be provided from five (5) Texas County Clerks.

RESPONSE: The following is a list of current county references which BRC provides the same services as requested by Upshur County.

REFERENCES

COUNTY	CONTACT	PHONE NO.	LENGTH OF SERVICE
Collin County	Honorable Helen Starnes	214/548-4134	11 YRS.
Williamson County	Honorable Neal Boydston	512/869-4314	10 YRS.
Kaufman County	Honorable Judy Clements	214/932-4331	21 YRS.
Hunt County	Honorable Jim Hamilton	214/455-6460	21 YRS.
Upshur County	Honorable Rex A. Shaw	214/843-3083	11 YRS.
Wood County	Honorable Martha Bridges	214/763-2711	14 YRS.
Smith County	Honorable Mary Morris	214/595-4861	9 YRS.
Harrison County	Honorable Glenn Link	214/935-4858	9 YRS.

Upshur County, Texas - Archival Print Recording Service Specifications-Page 3

13. Vendor shall provide Upshur County with a list of contact names of company personnel, including job position, telephone number, and experience levels in support of land records management and protection services to Texas Counties.

RESPONSE:	Reed Roach	Product Manager	9 years with BRC
	Al Annoot	Lab Manager	20 years with BRC
	Doug Allen	Sales Manager	6 years with BRC

Name of Company making proposal & address:

Business Records Corporation
1111 W. Mockingbird, Suite 1400
Dallas, TX 75247
Telephone No. (214) 905-2300

PRICING

ARCHIVAL PRINT RECORDING SERVICE

COST OF ARCHIVAL PRINT RECORDING SERVICE FOR UPSHUR COUNTY:

1	-	500 Pages	\$ <u>0.53</u>
501	-	1000 Pages	\$ <u>0.51</u>
1001	-	5000 Pages	\$ <u>0.40</u>
5001	-	10000 Pages	\$ <u>0.31</u>
10001	-	20000 Pages	\$ <u>0.25</u>
20001	-	UP Pages	\$ <u>0.10</u>

FULL-SERVICE COMPUTERIZED INDEXING OF LAND RECORDS

COST OF COMPUTERIZED INDEXING FOR UPSHUR COUNTY:

1	-	100 Instruments	\$ <u>2.50</u>
101	-	200 Instruments	\$ <u>2.15</u>
201	-	1700 Instruments	\$ <u>2.10</u>
1701	-	UP Instruments	\$ <u>0.85</u>

BILLED MONTHLY

AFFIDAVIT TO
UPSHUR COUNTY

The undersigned, hereby certifies that this Company, Corporation, Firm, Partnership, or Individual has not prepared this bid in collusion with any other seller, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other seller or to any other person or persons engaged in this type of business prior to the official opening of this bid, and further, that the Manager, Secretary of other Agent or Officer signing this bid is not and has not been for the past six (6) months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon. This affidavit is signed in compliance with Article 2367 Civil Statutes of the State of Texas.

NAME OF BIDDER: Business Records Corporation

SIGNED BY: Reed Roach Product Manager
(sign name in writing) (Title)

ADDRESS: 1111 West Mockingbird Lane Ste. 1400 Dallas, TX 75247

TELEPHONE NUMBER: 214/905-2314 DATE: 7/25/90

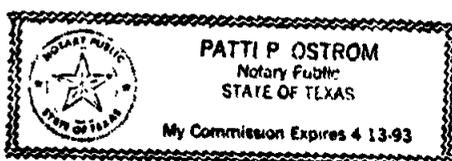
AFFIDAVIT

STATE OF TEXAS
COUNTY OF

Before me the undersigned authority on this the 25th day of July, 19 90, personally appeared Reed Roach who being duly sworn deposes and says that he signed the above instrument for the purposes and considerations herein expressed.

(SEAL) Patti P Ostrom
Notary Public in and for Dallas County, Texas
My commission expires 4-13-93

NOTE: Bids not notarized will not be considered.





**Government
Records Services**

July 31, 1990

Nanette Wein, County Auditor
Upshur County Courthouse
P.O. Box 730
Gilmer, Texas 75644

Dear Ms. Wein:

Thank you for the opportunity to present our bid for Archival Print Recording and Computerized Indexing of Land Records for the Upshur County Clerk.

As Rex Shaw knows, we at Government Records Services specialize in records management and protection services for Texas Counties. No other vendor can match the valued experienced personnel we have in producing your Archival Prints and Computerized Indexing.

Enclosed is our bid proposal and the monthly pricing breakdown.

We look forward to working with Rex and his staff.

Sincerely,

Don Faulkenberry

Don Faulkenberry

**GOVERNMENT RECORDS SERVICES
PROPOSAL FOR
ARCHIVAL PRINT RECORDING SERVICES
AND
FULL SERVICE COMPUTERIZED INDEXING OF LAND RECORDS**

I. Archival Print Recording Service

1. Government Records Services will provide one (1) KODAK, Model MRD-2, 35mm Microfilm Recording Camera, with easel and duplex capability, for the use of the county to film documents in such a way as to be able to produce high quality, two-sided paper prints from the resultant duplex film records, at full or reduced sizes as determined by the County Clerk.

2. Government Records Services will provide all equipment maintenance and repairs as necessary, as well as the required amounts of microfilm, print paper, mailers, film targets, microfilm cans and spools, record binders and such miscellaneous supplies as needed for the microfilming and mailing of current filings. Film will be high resolution 35mm camera-type microfilm with anti-halation undercoat for daylight load capability. KODAK IMAGELINK HQ in 35mm X 100' rolls.

3. Archival quality prints will be printed on Xerox "Copyflo" continuous microfilm printing machines. Copies to be printed to the appropriate size, and in duplex (front and back) mode, consistent with the requirements of the County Clerk. Government Records Services has four (4) Xerox "Copyflo" production units and we run them at the normal manufacturer's (Xerox Corporation) recommended operating speed of 20 feet per minute to insure the paper prints are permanently fused and are truly archival. Government Records Services' facility is available for inspection during normal business hours or by special arrangement for the County personnel.

4. The processed microfilm will meet ANSI (American National Standards Institute) standards with respect to image resolution, density, and residual thiosulfate (hypo residue). Periodic Methylene Blue tests will be performed to provide assurance of archival microfilm processing on a continuing basis.

5. Security microfilm copies will be stored by Government Records Services in a protected archival storage environment in accordance with ANSI PH 1.43-1985 Standards.

- a. Temperature control (Per current ANSI Standard)
- b. Humidity control (Per current ANSI Standard)
- c. Halon fire protection system
- d. Electronic security system
- e. On-site records librarian

6. Government Records Services to provide representatives samples of archival prints and recording paper, clearly identifying paper weights, print sizes and rag content percentage.

7. Government Records Services will provide County Clerk with an annual inventory of all microfilm stored.

8. Microfilm will not be transferred or relocated from original, approved security storage site for any purpose without specific written instructions from the County Clerk.

9. Government Records Services will safeguard all information and data provided by the County. Further we will not sell or otherwise make available copies of any document or data sent to us by the County, without the express written consent of the County Clerk.

10. We will provide like style and quality record binders for printed pages as are now being used by County Clerk.

11. Government Records Services will not use any sub-contractors for any portion of the archival print production.

12. Listed below are business references, including contact names and phone numbers from eight (8) Texas County Clerks using similar products and services.

Honorable Rosenelle Cherry
County Clerk, Midland County
915/688-1070

Honorable Marylene Megason
County Clerk, Bowie County
214/628-2571

Honorable Clairece Ford
County Clerk, Marion County
214/665-3971

Honorable Vernon Cannon
County Clerk, Wichita County
817/766-8144

Honorable James Doolen
County Clerk, Navarro County
214/654-3036

Honorable Doris Welch
County Clerk, Freestone County
214/389-2635

Honorable Judy Brazelton
County Clerk, Nolan County
915/235-2462

Honorable Pat Norman
County Clerk, Grayson County
214/868-9515

13. Listed below are contact names of company personnel, including job position, telephone number, and experience levels in support of public records management and protection services to Texas Counties.

Robert K. Dickey
Indexing Production Manager
214/638-7670
Experience 26 years

Don Faulkenberry
Sales/Marketing
214/638-7670
Experience 12 years

Jacky Hill
Sales/Marketing
214/638-7670
Experience 11 years

Richard McDaniel
Sales/Marketing
214/638-7670
Experience 12 years

Roy Radke
Microfilm Production Manager
214/638-7670
Experience 20 years

Bob Summers
Sales/Marketing
214/638-7670
Experience 8 years

II. FULL-SERVICE COMPUTERIZED INDEXING OF LAND RECORDS

1. Government Records Services is capable of performing data input from a variety of microfilm formats including 16mm and/or 35mm rolls.

2. Government Records Services will achieve a virtually error-free procedure for entering land records index data, involving a combination of key verification (100%), machine editing procedures (e.g. alphas in numeric fields, and vice versa, as well as machine checks for missing instrument numbers, missing parties to the document, etc.) intensive operator training and documented reference materials for key entry personnel.

3. Computerized indexing services deliverables will include an alphabetic listing of Grantors, an alphabetic listing of Grantees, numeric report oriented by document number and a "missing numbers report" to account for all Clerk's instrument numbers, in each group of documents submitted by the County Clerk. Turnaround time from Government Records Services receipt of film, until the finished products are dispatched back to the County, will not exceed 5 working days or 7 calendar days. A merged year-to-date index of the Grantees and the Grantors will be provided periodically by Government Records Services to complement the daily and/or weekly merges provided with the daily work.

4. Indexed history data, accumulated over the years by the County, will be systematically merged annually with new data records accumulated, as a consequence of this contract for current records indexing services. Government Records Services will accept full responsibility and expense for accomplishing this end result without truncating any data records or compromising the completeness of the records in any way.

5. Government Records Services will meet all specific characteristics of the Grantor and Grantee Index Output Reports:

a. Name fields to be a minimum of 40 characters to minimize the need for operator judgements on abbreviations and assure a truer alphabetic sort procedure.

b. Type of Document field to be a minimum of 20 characters to provide adequate room to spell out most document types and certain combination document types.

c. Case numbers and money amounts must be shown on all index entries for Abstracts of Judgements and Tax Liens.

d. Money amounts must be shown on Deeds of Trust index entries.

e. Prior document references on Assignments and Releases must be shown on the index report. If both a volume and page prior document reference and a money amount are shown on the same document, the volume and page prior document reference will take priority over the money amount, with respect to the information printed on the index report.

f. Page format of the data to prominently display the inclusive certification dates for the index series at the top of each page.

g. At the Clerk's option, all properties described on a document (regardless of number) can be shown on the index.

h. Output pages to be approximately 8 1/2" X 14" in size, printed in a landscape mode, and be of laser-print type quality. Annual history merges must be printed in a two-sided print format to conserve space.

6. Government Records Services will furnish the necessary section post binders of a plastic (poly) material comparable in quality and style to those currently in use by the County Clerk. Alphabetic and "current" divider tabs and customized printing or labeling of the binders must also be included.

7. Government Records Services will safeguard all information and data provided by the County. Further, we will not sell or otherwise make available copies of any document or data sent to us by the County, without the express written consent of the County Clerk.

8. Government Records Services agrees that this contract is for a period of one year, and can be renewed in one year increments if acceptable by both Upshur County and Government Records Services.

9. Government Records Services further agrees that this contact can be cancelled with a 30 day written notification showing just cause by either party to the other.

10. Government Records Services will furnish representative samples of Grantor/Grantee index and associated reports to the County Clerk a minimum of 48 hours prior to proposal deadline.

PRICING

County Archival Print Recording Services

1-500	.58 per print
501-1,000	.56 per print
1,001-1,500	.45 per print
5,001-10,000	.31 per print

Full Service Computerized Indexing for Land Records

1-100	2.59 per instrument
101-200	2.56 per instrument
201-1,700	2.38 per instrument
1,701-UP	.91 per instrument

NOTICE TO BIDDERS

UPSHUR COUNTY WILL OPEN BIDS MONDAY, AUGUST 13, 1990 AT 9:00 A.M., IN COMMISSIONERS COURT FOR THE FOLLOWING:

ARCHIVAL PRINT RECORDING SERVICE AND
FULL SERVICE COMPUTERIZED INDEXING OF LAND RECORDS

BID SPECIFICATIONS MAY BE OBTAINED FROM MR. REX SHAW, UPSHUR COUNTY CLERK, UPSHUR COUNTY COURTHOUSE, GILMER, TEXAS OR BY CALLING 214-843-3083.

THE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ALL OR PART OF ANY BID AND AWARD THE BID TO THE LOWEST RESPONSIBLE BIDDER.

EVERETT DEAN
UPSHUR COUNTY JUDGE

VOL. 35 PG 890

THE UPSHUR COUNTY COMMISSIONERS' COURT WILL OPEN AND ACCEPT BIDS ON MONDAY, AUGUST 13, 1990, AT 9:00 A.M., FOR ARCHIVAL PRINT RECORDING SERVICE AND FULL SERVICE COMPUTERIZED INDEXING OF LAND RECORDS.

ATTACHED IS A COPY OF SPECIFICATIONS.

IF YOU DESIRE TO PLACE A BID, DO SO FOB, COUNTY AUDITOR'S OFFICE, LESS FEDERAL TAX, EFFECTIVE AS OF 9:00 A.M., MONDAY, AUGUST 13, 1990.

SHOULD THE SUCCESSFUL BIDDER FAIL TO COMPLY WITH THE SPECIFICATIONS AFTER NOTICE OF NON-COMPLIANCE FROM THE COUNTY, THE COUNTY RESERVES THE RIGHT TO CANCEL THE CONTRACT.

THE QUANTITIES LISTED ARE ESTIMATED, AND IT IS NOT EXPRESSED OR IMPLIED THAT THESE QUANTITIES WILL BE PURCHASED.

PLEASE ADDRESS YOUR BID TO:

UPSHUR COUNTY AUDITOR
P. O. BOX 730
GILMER, TEXAS 75644

ENVELOPES SHOULD BE CLEARLY MARKED "BID".

THE COURT RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

UPSHUR COUNTY AUDITOR

PLEASE NOTE CAREFULLY

THIS IS THE ONLY APPROVED INSTRUCTION FOR USE ON YOUR INVITATION TO BID.

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

1. Bids must be to the County Judge BEFORE the hour and date specified.
2. LATE bids properly identified will be returned to bidder UNOPENED. Late bids will not be considered under any circumstances.
3. QUOTE F.O.B. destination. If otherwise, show exact cost to deliver. Bid unit price on quantity specified-extend and show total. In case of errors in extension UNIT prices shall govern. Bids subject to unlimited price increase not considered.
4. Bids MUST give full firm name and address of bidder. Failure to manually sign bid will disqualify it. Person signing bid should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT.
5. Bid CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by the Commissioners Court on a basis written acceptable reason.
6. Vendor shall submit an itemized invoice showing County order number.
7. The County is exempt from Federal Excise Tax. DO NOT INCLUDE TAX IN BID. Excise Tax Exemption Certificate will be furnished.
8. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive-NOT restrictive- it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bid must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified in offered illustrations and complete description should be made part of the bid. If bidder takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc. as specified.
9. Samples, when requested must be furnished free of expense to the County. If not destroyed in examination they will be returned to the bidder, on request at his expense. Each sample should be marked with bidder's name and address, and County bid number. DO NOT ENCLOSE OR ATTACH TO SAMPLE BID.
10. DELIVERY: Bid must show number or days required to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligated bidder to complete delivery in 14 calendar days. A five day difference in delivery promise may break a tie bid. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. See it below.
11. If delay in foreseen contractor shall give written notice to County Auditor. The County has the right to extend delivery date if reasons appear valid. Contractor must keep County advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the County to purchase supplies elsewhere and charge full increase in cost and handling to defaulting contractor.
12. All items bid shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary will not be recognized. All materials and services shall be subject to purchaser's approval. Unsatisfactory material will be returned at Seller's expense.
13. Inquiries pertaining to bid invitations must give Commodity, and opening date.
14. NO substitutions or cancellations permitted without written approval of County Auditor.
15. The County reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to the lowest responsible bidder. The County of Upsher reserves the right to award by item or by total bid, prices should be itemized.
16. The contractor agrees to protect the County from claims involving infringement of patents or copyrights.
17. This is a Quotation inquiry only and implies no obligation on the part of Upsher County.

AFFIDAVIT TO
UPSHUR COUNTY

The undersigned, hereby certifies that this Company, Corporation, Firm, Partnership, or Individual has not prepared this bid in collusion with any other seller, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other seller or to any other person or persons engaged in this type of business prior to the official opening of this bid, and further, that the Manager, Secretary of other Agent or Officer signing this bid is not and has not been for the past six (6) months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon. This affidavit is signed in compliance with Article 2367 Civil Statutes of the State of Texas.

NAME OF BIDDER: Government Records Corporation, Inc.

SIGNED BY: Don Faulkenberry Vice President
(sign name in writing) (Title)

ADDRESS: 3160 Commonwealth, Suite 130

TELEPHONE NUMBER: 214/638-7670 DATE: July 31, 1990

AFFIDAVIT

STATE OF TEXAS
COUNTY OF

Before me the undersigned authority on this the 31st day of July, 1990, personally appeared Don Faulkenberry who being duly sworn deposes and says that he signed the above instrument for the purposes and considerations herein expressed.

(SEAL)

Martha Followill
Notary Public in and for Dallas County, Texas
My commission expires 5-27-93

NOTE: Bids not notarized will not be considered.

Upshur County

my name is J. L. Scott,
and I am bidding \$500.00
for all four gravel spreaders

J. L. Scott
Rt 1 Box 665
Gilmer Ga 75644
214-734-5964

VOL 35 PG 894

QUIT CLAIM DEED

THE STATE OF TEXAS *
COUNTY OF UPSHUR *

KNOW ALL MEN BY THESE PRESENTS:

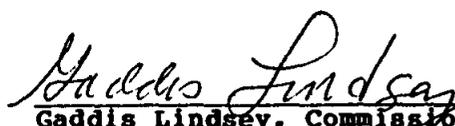
That the County of Upshur, State of Texas, hereinafter referred to as Transferor, for in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration paid by the Transferees named herein below, in receipt in sufficiency of which is hereby acknowledged and confessed by Transferor, HAS QUIT CLAIMED, ABANDONED, RELEASED, AND DISCHARGED and by presents does QUIT CLAIM, ABANDON, RELEASE, AND DISCHARGE unto Larry Craig and wife Denise Craig of Rt. 4, Gilmer, Texas 75644, hereinafter referred to as Transferees, all of Transferor's right, title and interest in and to that one certain 0.177 acre lot, tract, or parcel of land situated in the W. M. McFadden Survey, Abstract No. 295, the true and correct legal description and field notes to said tract of land, labeled Exhibit "A", being attached hereto and incorporated herein by reference as a part of this instrument for all purposes.

TO HAVE AND TO HOLD all of Transferor's right, title and interest in and to the property herein described, together with all and singular the rights and appurtenances belonging in any way to Transferor's right, title and interest in and to said property, to Transferees, their heirs, personal representatives, successors, and assigns forever, and the public shall not have, claim, or demand and right, title or interest in all or any part of the party herein described.

This Quit Claim Deed is given specifically to release any easement, right-of-way, or other rights of the public generally in and to the property herein described, if any ever existed.

SIGNED AND EXECUTED on the dates hereinafter written.

UPSHUR COUNTY, TEXAS


Gaddis Lindsey, Commissioner
Precinct #1
DATE: 8-13-90

Bill Loggins
Bill Loggins, Commissioner
Precinct #2
DATE: 8-13-90

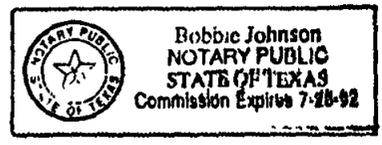
David Loyd
David Loyd, Commissioner
Precinct #3
DATE: 8-13-90

Tommy Eatherton
Tommy Eatherton, Commissioner,
Precinct #4
DATE: 8-13-90

Everett Dean
Everett Dean, Upshur County
Judge

THE STATE OF TEXAS *
COUNTY OF UPSHUR *

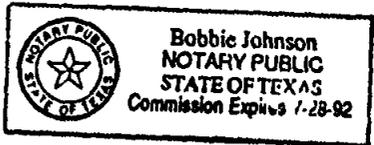
BEFORE ME the undersigned authority on this day personally appeared, Gaddis Lindsey, known to me to be the person whose name is subscribed to the above and foregoing Quit Claim Deed, who after being duly sworn and put upon his oath deposed and said that he executed the same for the purposes and consideration therein expressed and in the capacity of his office as County Commissioner of Upshur County, Texas, to certify which witness my hand this 13 day of August, 1990.



Bobbie Johnson
Notary Public, State of Texas
My commission expires:

THE STATE OF TEXAS *
COUNTY OF UPSHUR *

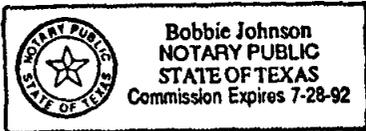
BEFORE ME the undersigned authority on this day personally appeared Bill Loggins, known to me to be the person whose name is subscribed to the above and foregoing Quit Claim Deed, who after being duly sworn and put upon his oath deposed and said that he executed the same for the purposes and consideration therein expressed and in the capacity of his office as County Commissioner of Upshur County, Texas, to certify which witness my hand this 13 day of August, 1990.



Bobbie Johnson
Notary Public, State of Texas
My commission expires:

COUNTY OF UPSHUR *

BEFORE ME the undersigned authority on this day personally appeared David Loyd, known to me to be the person whose name is subscribed to the above and foregoing Quit Claim Deed, who after being duly sworn and put upon his oath deposed and said that he executed the same for the purposes and consideration therein expressed and in the capacity of his office as County Commissioner of Upshur County, Texas, to certify which witness my hand this 13 day of August, 1998.

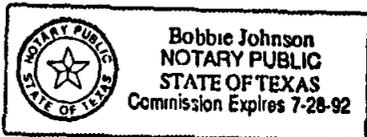


Bobbie Johnson
Notary Public, State of Texas
My commission expires: _____

THE STATE OF TEXAS *

COUNTY OF UPSHUR *

BEFORE ME the undersigned authority on this day personally appeared Tommy Eatherton, known to me to be the person whose name is subscribed to the above and foregoing Quit Claim Deed, who after being duly sworn and put upon his oath deposed and said that he executed the same for the purposes and consideration therein expressed and in the capacity of his office as County Commissioner of Upshur County, Texas, to certify which witness my hand this 13 day of August, 1998.

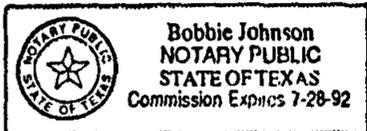


Bobbie Johnson
Notary Public, State of Texas
My commission expires: _____

THE STATE OF TEXAS *

COUNTY OF UPSHUR *

BEFORE ME the undersigned authority on this day personally appeared Everett Dean, known to me to be the person whose name is subscribed to the above and foregoing Quit Claim Deed, who after being duly sworn and put upon his oath deposed and said that his executed the same for the purposes and considerations therein expressed and in the capacity of his office as County Judge of Upshur County, Texas, to certify which witness my hand this 13 day of August, 1998.



Bobbie Johnson
Notary Public, State of Texas
My commission expires: _____

After recordation return to: Larry & Denise Craig
Rt. 4
Gilmer, Tx. 75644

MICHAEL L. TURNER
REGISTERED LAND SURVEYOR
P. O. BOX 687
GILMER, TEXAS 75644
(214) 843-2965

VOL. 35 PG 897

FIELD NOTES - TRACT 3 - 0.177 ACRE
Wm. McFADDEN SURVEY, A-295
UPSHUR COUNTY, TEXAS
(Craig/Muckleroy)

BEING all of that certain lot, tract or parcel of land situated in the Wm. McFadden Survey, Abstract No. 295, Upshur County, Texas, and being a part of an undeveloped alley of Block 17 of the original townsite of Kelsey, a plat of said townsite found in Volume 14, Page 190, Deed Records, Upshur County, Texas, said alley dividing a tract of land described in a deed from Ernest N. Bowers and wife Clovis Bowers to Larry W. Craig and wife Diane Craig, dated August 18, 1983, as shown of record in Volume 446, Page 645, Deed Records, Upshur County, Texas, said lot, tract or parcel of land being more particularly described by metes and bounds as follows;

BEGINNING at a 1/2 inch iron rod set for the Southwest corner of Lot 4 of said townsite and being in the occupied North right of way line of a public road called Blackgum Road, said corner being a corner of said Craig tract, said Point of Beginning being West a distance of 756.57 feet from the occupied West right of way line of Duffin Street, a platted and occupied street of said townsite, a 1/2 inch iron rod set North of a crosstie fence corner post bears EAST, a distance of 108.40 feet from said Point of Beginning;

THENCE WEST along said North right of way line, a distance of 33.00 feet to a 1/2 inch iron rod set for the Southeast corner of Lot 2 of said townsite, same being a corner of said Craig tract;

THENCE NORTH along the West right of way line of said alley, a distance of 233.40 feet to a 1/2 inch iron rod set for the Northeast of said Lot 2, same being a corner of said Craig tract;

THENCE EAST a distance of 33.00 feet to a 1/2 inch iron rod set for the Northwest corner of said Lot 4, same being a corner of said Craig tract;

THENCE SOUTH along the East right of way line of said alley, a distance of 233.40 feet to the Point of Beginning and containing 0.177 acre of land.

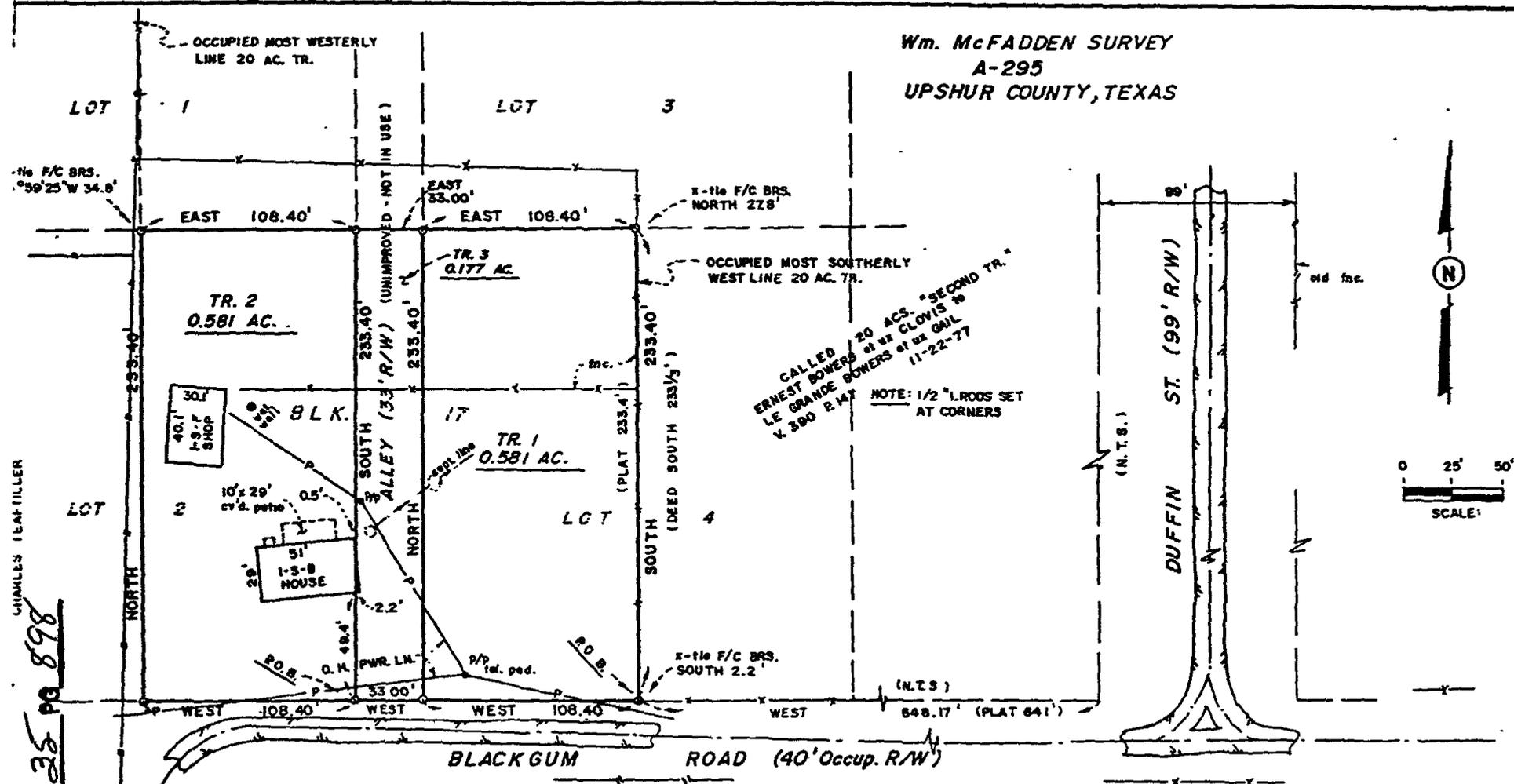
I, MICHAEL L. TURNER, DO HEREBY CERTIFY THAT THESE FIELD NOTES WERE PREPARED FROM AN ACTUAL AND ACCURATE SURVEY MADE ON THE GROUND BY ME IN JULY 1990, AND THAT THERE ARE NO VISIBLE EASEMENTS, FOUND BOUNDARY LINE CONFLICTS, PROTRUSIONS OR ENCROACHMENTS EXCEPT AS SHOWN ON A PLAT OF SAID SURVEY AND NOTED IN A REPORT OF SAID SURVEY. I FURTHER CERTIFY THAT THIS TRACT APPEARS NOT TO BE IN A FLOOD ZONE ACCORDING TO F.I.A., F.I.R.M. MAP NO. 20, COMMUNITY NO. 481036A, EFFECTIVE DATE MAY 31, 1977.

Michael L. Turner 7-19-90
MICHAEL L. TURNER R.P.L.S. NO. 4606

UP-36-90



Wm. McFADDEN SURVEY
A-295
UPSHUR COUNTY, TEXAS



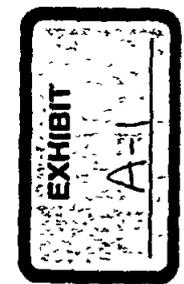
CHARLES LEAFILLER
VOL. 25 PG 898

I, MICHAEL L. TURNER, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL AND ACCURATE SURVEY MADE ON THE GROUND BY ME IN JULY 1990, AND THAT THERE ARE NO VISIBLE EASEMENTS, FOUND BOUNDARY LINE CONFLICTS, PROTRUSIONS OR ENCROACHMENTS EXCEPT AS SHOWN AND NOTED IN REPORT OF THIS SURVEY. I FURTHER CERTIFY THAT THIS TRACT APPEARS NOT TO BE IN A FLOOD ZONE ACCORDING TO F.I.A., F.I.R.M. MAP NO. 20, COMMUNITY NO. 481036A, EFFECTIVE DATE MAY 31, 1977.
Michael L. Turner 7-19-90
MICHAEL L. TURNER R.P.L.S. NO. 4606

PLAT OF SURVEY SHOWING:
PART OF LOT 2 AND PART OF LOT 4
OF BLK. NO. 17 OF THE TOWN OF KELSEY,
UPSHUR, COUNTY, TEXAS. A PLAT OF
SAID TOWN SITE FOUND IN VOL. 14, P. 190,
DEED RECORDS, UPSHUR COUNTY, TEXAS.

SELLER - LARRY CRAIG et ux DENISE
BUYER - WAYNE K. MUCKLERoy et ux VALERIE

Michael L. Turner
Registered Professional Land Surveyor
Gilmer, Texas 214-843-2965
date: 7-12-90 scale: NOTED job: UP-36-90



APPLICATION FOR FILLING ABANDONED WELL

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

RE: Abandoned well owned by Ben Morris
Rt. 7 Box 352
Gilmer, TX. 75644
on Dogher road.

Gentlemen:
Due to health as well as safety hazards, we request that an
abandoned well be filled as soon as possible.

Respectfully yours,
Ben Morris

PRECINCT #4
DATE 7-31-90

APPROVED REJECTED _____
Everett Dean
EVERETT DEAN, COUNTY JUDGE
Gaddis Lindsey
GADDIS LINDSEY, COMMISSIONER 1
Bill Loggins
BILL LOGGINS, COMMISSIONER 2
David Loyd
DAVID LOYD, COMMISSIONER 3
Tommy Eatherton
TOMMY EATHERTON, COMMISSIONER 4

APPLICATION FOR FILLING ABANDONED WELL

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

RE: Abandoned well owned by Laura Green
P.O. Box 405, Pittsburg, Texas 75686
(214-856-3619)

on Live Oak Road road.
From Latch Store on Live Oak Road go about a mile and well
is in between brick house with a chain link fence and a small
Gentlemen: blue house. Well has rotten boards over it.

Due to health as well as safety hazards, we request that an
abandoned well be filled as soon as possible.

Respectfully yours,
Laura Green

PRECINCT 3
DATE August 3, 1990

APPROVED X REJECTED _____

Everett Dean
EVERETT DEAN, COUNTY JUDGE

Gaddis Lindsey
GADDIS LINDSEY, COMMISSIONER 1

Bill Loggins
BILL LOGGINS, COMMISSIONER 2

David Loyd
DAVID LOYD, COMMISSIONER 3

Tommy Batherton
TOMMY BATHERTON, COMMISSIONER 4

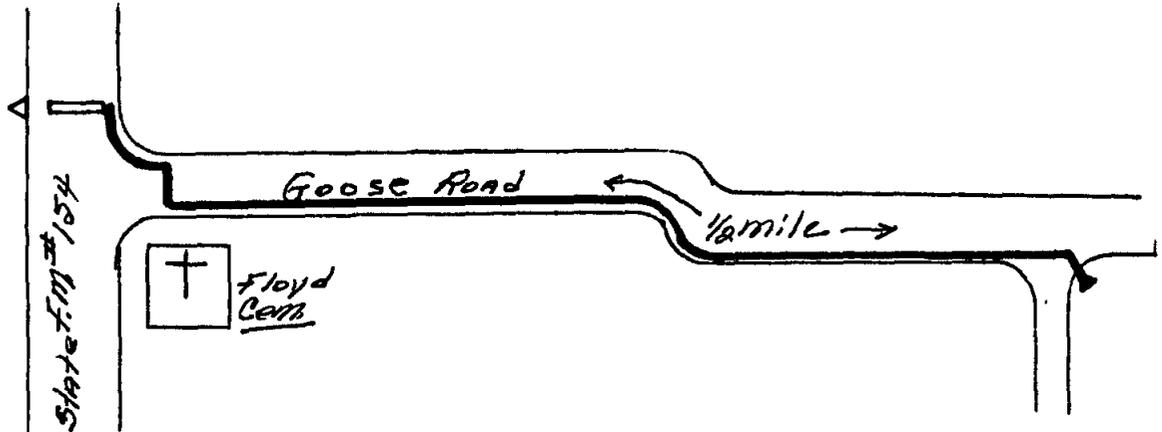
NOTICE OF PROPOSED INSTALLATION
UTILITY LINE ON NON-CONTROLLED ACCESS COUNTY ROAD

Date August 3, 1990

TO THE COMMISSIONERS COURT

Upshur TEXAS

Formal notice is hereby given that Etex Telephone Cooperative, Inc.
proposes to place a Under-ground telephone cable
line within the right-of-way of Goose County Road Pract. 1
in Upshur County, Texas as follows: (give location, length, general
design, etc.) As shown on below drawing,



The location and description of the proposed line and appurtenances is more fully shown by one complete set 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 August 8 th. day of 1990, 19 .

Firm Etex Telephone Coop., Inc.

By *Jennine Mitchell*

Title Right-of-Way- Agt.,

Address P. O. Box 130

Gilmer, Texas 75644



APPROVAL

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 State 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:

RECEIVED
 COUNTY CLERK
 1968

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 [Signature] Precinct #2 [Signature]
 Precinct #3 [Signature] Precinct #4 [Signature]
 County Judge [Signature]

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 3
DATE August 2, 1990

Formal notice is hereby given that Carn Catherwood
whose principal address is c/o Charles Black, Rt. 2 Box 181
Big Sandy, Texas 75755
does propose to place a culvert installation
within the ROW of County Road Almond Road
as follows:

The location and description of the proposed lines or appertenances is more fully shown by three (3) copies of drawings attached to this application.

All work will be as directed by the County Commissioner or his designate in full accordance with Upshur County Road & Bridge Department policies and specifications.

Proposed construction will begin, if approved, on or after _____ day of _____, 19____.

NAME _____

TITLE _____

ADDRESS _____



PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT # 3
DATE 8-2-90

Formal notice is hereby given that James Corbin
whose principal address is Rt. 3 Box 318, Gilmer, TX. 75644
does propose to place a Culvert
within the ROW of County Road Silver Maple
as follows:

725-6505

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 James Corbin
TITLE _____
ADDRESS _____



PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 1
DATE August 2, 1990

Formal notice is hereby given that Tejas Gas Co.
whose principal address is 1301Mckinney St. Suite 700, Houston
does propose to place a road crossing 8 inch
within the ROW of County Road Pomegranate
as follows:

The location and description of the proposed lines or appertenances is more fully shown by three (3) copies of drawings attached to this application.
All work will be as directed by the County Commissioner or his designate in full accordance with Upshur County Road & Bridge Department policies and specifications.
Proposed construction will begin, if approved, on or after _____ day of _____, 19____.

NAME Henry Williams

TITLE _____

Approved
ADDRESS _____

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR §

The undersigned James Kizer, 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) _____
Begonia 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. 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.

James Kizer by Lewis
First Party Signature

Rt. 1 Box 25
Street or Box
Marietta, TX 75566
City, State and Zip Code
214-835-5541
Telephone
Dr. Patrick
Timber Tract

August 9, 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 Bill Canfield, 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) _____

Water Tower West and Water Tower East

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 P. Canfield
First Party Signature

Rt. 1 Box 1585
Street or Box

Jefferson, Tx 75657
City, State and Zip Code

214-665-3841
Telephone

James Salter
Timber Tract

August 10, 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 §

KNOW ALL MEN BY THESE PRESENTS.

COUNTY OF UPSHUR §

POOL CO.

The undersigned JIMMIE GILLILAND, 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) _____

BOBWHITE RD. - 2 MI.

BLUEBIRD RD. - 4 MI.

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 _____ from its lands located in Precinct No. , 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.

Jimmie Gilliland
First Party Signature

POOL CO. - P.O. 6258 LONGVIEW, TX 75608
Address

Tel. No: 753 7915 Date: 8-3-90

[Signature]
County Judge

[Signature]
Commissioner #1

[Signature]
Commissioner #2

[Signature]
Commissioner #3

[Signature]
Commissioner #4

*(Good for 90 days from date requested)

_____ Date

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR §

The undersigned Doyal Ward, 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) _____
Spruce and Aspen Road

2.
First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

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

Doyal Ward
First Party Signature

P.O. Box 101
Street or Box

Ogden, AR 71853
City, State and Zip Code

501-898-6202
Telephone

Mrs. Bays
Timber Tract

August 6, 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 Palestine Contractors, Inc., 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) _____
Tangerine Road

2.
First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

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

Jimmy Jeffcoat
First Party Signature

1212 S. Shelby
Street or Box

Carthage, Texas 75633
City, State and Zip Code

214-693-3824
Telephone

Bill Thompson
Timber Tract

August 3, 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.

3 Trucks

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned Lester Williams, 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) from 1002 to
Red Maple to Red Cedar and Lemon.

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.

Lester Williams
First Party Signature
P.O. Box 116
Street or Box
Watson, Okla. 74963
City, State and Zip Code
405-244-7336
Telephone
L.C. Hill
Timber Tract
8-3-90
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 §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned Steve Adams, 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) _____
Martin and Nuthatcher Roads

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.

Steve Adams BY Bob Lowman L.P. Co.
First Party Signature

Street or Box
Center, Texas

City, State and Zip Code

214-657-6578-International Paper
Telephone

Grady Melton
Timber Tract

July 31, 1990
Date Signed

[Signature]
County Judge
Guddis Lindsey
Commissioner 1
Bill [Signature]
Commissioner 2
David [Signature]
Commissioner 3
[Signature]
Commissioner 4

Date Signed

Permit issued for a period not to exceed 90 days.

TO: PAYROLL DEPARTMENT

VOL 35 PG 913

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

EFFECT 8-1-90
(DATE & TIME)

EMPLOYEE GERALD TIMMONS (PCT 4)

SOCIAL SECURITY NO _____ CLOCK NO. 330

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 3 YEARS \$12.00/MT

CHANGE AUTHORIZED BY Venay Vil DATE 8-9-90

CHANGE APPROVED BY _____ DATE _____

TO: PAYROLL DEPARTMENT

VDL 235 PG 214

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

EFFECT 8-1-90
(DATE & TIME)

EMPLOYEE FLORA MARSHALL (JAIL)

SOCIAL SECURITY NO _____ CLOCK NO. 282

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 \$20.00/MO

CHANGE AUTHORIZED BY [Signature] DATE 8-8-90

CHANGE APPROVED BY _____ DATE _____

TO: PAYROLL DEPARTMENT

VOL 35 PG 915

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

EFFECT 8-1-90
(DATE & TIME)

EMPLOYEE RONALD BENGE (SHERIFF)

SOCIAL SECURITY NO _____ CLOCK NO 424

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 \$4.00/MO

CHANGE AUTHORIZED BY Denay Velt DATE 8-9-90

CHANGE APPROVED BY _____ DATE _____

VOX 935 PG 9/16

TO: PAYROLL DEPARTMENT

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

EFFECT 8-1-90
(DATE & TIME)

EMPLOYEE WAYNE YOUNG (SHERIFF)

SOCIAL SECURITY NO _____ CLOCK NO 375

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 _____ UNTIL _____
(DATE) (DATE)

OTHER (EXPLAIN) LONGEVITY 2 YEARS \$8.00/MO

CHANGE AUTHORIZED BY [Signature] DATE 8-9-90

CHANGE APPROVED BY _____ DATE _____

TO: PAYROLL DEPARTMENT

VOL 35 PG 912

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

EFFECT 8-1-80
(DATE & TIME)

EMPLOYEE CHESTER NIX (Building Maintenance)

SOCIAL SECURITY NO _____ CLOCK NO 373

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 \$3.00/MO

CHANGE AUTHORIZED BY Henry Hill DATE 8-9-80

CHANGE APPROVED BY _____ DATE _____

TO: PAYROLL DEPARTMENT

VOL 35 PG 918

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

EFFECT 8-1-90
(DATE & TIME)

EMPLOYEE MARY ROSE COX (TELEPHONE)

SOCIAL SECURITY NO _____ CLOCK NO 237

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 _____ (DATE) UNTIL _____ (DATE)

OTHER (EXPLAIN) LONGEVITY 6 YEARS \$ 24.00/MO

CHANGE AUTHORIZED BY [Signature] DATE 8-9-90

CHANGE APPROVED BY _____ DATE _____

TO: PAYROLL DEPARTMENT

VOL 35 PG 919

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

EFFECT 8-17-90
(DATE & TIME)

EMPLOYEE Larry Mullivix

SOCIAL SECURITY NO 461-08-3700 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 type="checkbox"/>		<u>1584.71</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) From Jail to Sheriff's Dept. to Deputy status.

CHANGE AUTHORIZED BY R.D. Crow DATE 081390

CHANGE APPROVED BY _____ DATE _____

TO: PAYROLL DEPARTMENT

VPL 22 PG 920

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

EFFECT 8-1-90
(DATE & TIME)

EMPLOYEE RENE MORRIS (COUNTY CLERK OFFICE)

SOCIAL SECURITY NO _____ CLOCK NO 182

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 _____ (DATE) UNTIL _____ (DATE)

OTHER (EXPLAIN) LONGEVITY 12 YEARS 48.00/mo

CHANGE AUTHORIZED BY Denny Vink DATE 8-9-90

CHANGE APPROVED BY _____ DATE _____

UPSHUR COUNTY TREASURER'S MONTHLY REPORT
AND COMMISSIONERS COURT AFFIDAVIT

July 1, 1990 THROUGH July 31, 1990

VOL 35 PG 921

	Beginning Balance	Revenues	Disbursements	Ending Balance	Demand Balance	Time Deposits	Total Deposits
Operating Account	2,947,853.47	211,928.90	524,361.03	2,635,421.34	85,421.34	2,550,000.00	2,635,421.34
Operating Available School Fund	365,796.97	9,859.73	0.00	375,656.70	19,571.56	356,085.14	375,656.70
Operating Permanent School Fund	931,525.22	459.41	0.00	931,984.63	1,105.85	930,878.78	931,984.63
Insurance Account:	306,401.66	136,140.06	131,897.82	310,643.90	25,643.90	285,000.00	310,643.90
Payroll Clearing Acct.	50.00	595.00	595.00	50.00	50.00	0.00	50.00
TOTALS	4,551,627.32	358,983.10	656,853.85	4,253,756.57	131,792.65	4,121,963.92	4,253,756.57

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

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	251,285.37

**UPSHUR COUNTY TREASURER'S MONTHLY REPORT
AND COMMISSIONERS COURT AFFIDAVIT**

July 1, 1990 THROUGH July 31, 1990

	Beginning Balance	Revenues	Disbursements	Ending Balance	Demand Balance	Time Deposits	Total Deposits
Operating Account	2,947,853.47	211,928.90	524,361.03	2,635,421.34	85,421.34	2,550,000.00	2,635,421.34
Operating Available School Fund	365,796.97	9,859.73	0.00	375,656.70	19,571.56	356,085.14	375,656.70
Operating Permanent School Fund	931,525.22	459.41	0.00	931,984.63	1,105.85	930,878.78	931,984.63
Insurance Account	306,401.66	136,140.06	131,897.82	310,643.90	25,643.90	285,000.00	310,643.90
Payroll Clearing Acct.	50.00	595.00	595.00	50.00	50.00	0.00	50.00
TOTALS	4,551,627.32	358,983.10	656,853.85	4,253,756.57	131,792.65	4,121,963.92	4,253,756.57

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

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	251,285.37

VOL 25 PG 922

VOL. 25 PG 922

UPSHUR COUNTY TREASURER'S MONTHLY REPORT
AND COMMISSIONERS COURT AFFIDAVIT

July 1, 1990 THROUGH July 31, 1990

	Beginning Balance	Revenues	Disbursements	Ending Balance	Demand Balance	Time Deposits	Total Deposits
Operating Account	2,947,853.47	211,928.90	524,361.03	2,635,421.34	85,421.34	2,550,000.00	2,635,421.34
Operating Available School Fund	365,796.97	9,859.73	0.00	375,656.70	19,571.56	356,085.14	375,656.70
Operating Permanent School Fund	931,525.22	459.41	0.00	931,984.63	1,105.85	930,878.78	931,984.63
Insurance Account	306,401.66	136,140.06	131,897.82	310,643.90	25,643.90	285,000.00	310,643.90
Payroll Clearing Acct.	50.00	595.00	595.00	50.00	50.00	0.00	50.00
TOTALS	4,551,627.32	358,983.10	656,853.85	4,253,756.57	131,792.65	4,121,963.92	4,253,756.57

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	251,285.37

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



Texas Department of Health

Robert Bernstein, M.D., F.A.C.P.
Commissioner

Robert A. MacLean, M.D.
Deputy Commissioner
Professional Services

Public Health Region 7
1517 West Front Street
Tyler, Texas 75702
(214) 595-3585

Marietta Crowder, M.D.
Regional Director

August 2, 1990

Mr. David Lloyd
Upshur County Commissioner
P.O. Box 730
Gilmer, Texas 75644

Subject: Solid Waste - Upshur County
B. L. Sharp Property
Hwy 155 - .6 Mi. N of CR 1404

Dear Mr. Lloyd:

The dumping of shingles that has occurred on the subject property in Upshur County is a potential health hazard and the Region 7 office requests your assistance in eliminating this situation.

If you have any questions or if we can be of assistance to you, please contact this office.

Sincerely,


Charles H. Wentworth, P.E., Director
Environmental and Consumer Health Protection

CHW:MOB:sw

July 30, 1990
Upshur Co. Commissioners Court
PO Box 730

Wimer, Texas 75644

Dear Judge Dean and Commissioners,

Enclosed is a copy of the letter I received from the Tex. Dept of Health dated May 31, 1990.

I receive social security disability and not financially able to have the logier work done to correct the site that this letter refers to.

I am appealing to the Commissioners Court for assistance in correcting the problems

when old roofing material was dumped to fill in a low placed field with stagnant water, I was not aware of any violations. I live in precinct #3 and would appreciate your help and consideration with this problem.

Respectfully yours,
Benny D. Sharp



Texas Department of Health

Robert Bernstein, M.D., F.A.C.P.
Commissioner

Robert A. MacLean, M.D.
Deputy Commissioner
Professional Services

Hermas L. Miller
Deputy Commissioner
Management and Administration

Public Health Region 7
1517 West Front Street
Tyler, Texas 75702
(214) 595-3585

Marietta Crowder, M.D.
Regional Director

May 31, 1990

Mr. Benny Lewis Sharp
Route 8, Box 201
Gilmer, Texas 75644

CERTIFIED MAIL NO. P 959 657 588
RETURN RECEIPT REQUESTED

Subject: Solid Waste - Upshur County
Mr. B.L. Sharp
Hwy 155, 0.7 miles North of FM 1404

Dear Mr. Sharp:

On May 30, 1990, Ms. Molly Burrow, Geologist, Public Health Region 7 representative, inspected a solid waste disposal site at the subject location that is reportedly located on property owned by you.

During the inspection of the subject solid waste disposal site, it was found that the site was in violation of State law and the requirements of the Texas Department of Health's "Municipal Solid Waste Management Regulations" (MSWMR).

The rule violated is stated in the following section of the MSWMR:

325.51: "No municipal solid waste site shall be operated without a permit from the Department or a license from a county exercising licensing authority, except as authorized herein and in Section 325.52 of this title (relating to Permit Exemptions).

Persons responsible for the unauthorized site must take action as necessary to prevent municipal solid waste from being deposited at this location.

Page 2
Mr. B. L. Sharp
May 31, 1990

No additional solid waste may be deposited or allowed to be deposited and all previously deposited waste must be removed to an approved disposal site. Any other disposal method must receive prior approval from the Department.

Subchapter H of the MSWMR establishes procedures used by the Department to bring municipal solid waste sites into compliance with the Department's regulations. In accordance with Subchapter H, the following compliance schedule must be implemented:

1. Within five (5) days of the receipt of this letter, you must take the necessary action to halt all municipal solid waste disposal at the above location, including brush and construction or demolition debris, and prevent any additional waste from being deposited at this site. This must be accomplished by posting signs, creating entry obstructions, or taking other such action as necessary to prevent municipal solid waste from being deposited at this unauthorized site.
2. The site must be cleaned up no later than August 1, 1990. If you desire to operate a solid waste disposal site at this location, you must obtain a permit from this Department for the operation of the site.

Failure to properly close this site will constitute a further violation of the MSWMR and may result in the Department seeking legal relief in accordance with appropriate State statutes. The "Solid Waste Disposal Act" provides for administrative penalties of up to \$10,000.00 per day or court-ordered civil penalties in the amount of not less than \$100.00 nor more than \$25,000.00 per violation per day of violation should legal relief be required. State law further provides that the Attorney General's Office may recover reasonable attorney's fees in a suit of this type.

If you have any questions regarding this letter, please contact this office.

Sincerely,

W. C. Heaton for

Charles H. Wentworth, P.E., Director
Environmental and Consumer Health Protection

CHW:MOB:dr

cc: Solid Waste - Austin

VOL. 35 PG 928

Commissioners Court
Upshur County Courthouse
Gilmer, Texas 75644

June 8, 1990

To The Honorable Commissioners Court:

Cemetery Association
The Pritchett ~~Association~~ respectfully requests your consideration of
the following:

Maintenance of the oil road of Pleasant Hill Cemetery in Pritchett.

Sincerely,

Sam Snow

SAM SNOW

James Snow

JAMES SNOW

DB Information Systems, Inc.

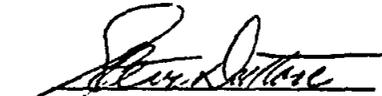
specializing in microcomputer productivity

June 6, 1990

RESPONSE TO REQUEST FOR PROPOSAL
FOR LAW ENFORCEMENT RECORDS-MANAGEMENT SYSTEM
FOR THE COUNTY OF UPSHUR

Submitted by: **DB Information Systems, Inc.**
100 N. University Dr., Suite 258
Fort Worth, Texas 76107
Tel - (800) 777-2086

BID:	SOFTWARE	\$ 6,995.00
	EQUIPMENT COST	25,190.00
	INSTALL/TRAINING	2,400.00
	CUSTOMER SUPPORT	<u>1,000.00</u> (FIRST YEAR)
	TOTAL	\$ 35,585.00
		=====


Sales Director

This responds to the Request for Proposal received from Upshur County concerning a management information system for the County's Sheriff's Department.

DB Information Systems, Inc. is a Texas corporation with its principal offices located west of downtown Fort Worth. The Company was formed in early 1987 for the purpose of marketing an exciting new computer software program to Texas law enforcement agencies. The Company was incorporated shortly thereafter and since then has experienced a constant and steady growth, producing annual sales of nearly \$ 750,000.

The Company's offering of Law Enforcement software programs is being continuously expanded and now includes Jail Management and Municipal Court Records Management software programs. Later this year the Company is planning to introduce a NEW program for Fire Departments and an exciting NEW Computer-Aided-Dispatch system.

DB Information Systems' software programs are the ideal solution to records management problems for smaller and medium-sized county and city governments. The software programs run on a wide range of computer systems from single workstations to multi-user systems and Local-Area-Networks (LANs). With an objective of providing efficient and cost-effective computer hardware and software programs to industry and local governments, we're proud that in a very short time DB Information Systems has built a fine organization with a solid reputation in the data processing business.

100 N. University * Ft Worth, TX * 76107 * (817)332-4345

DB Information Systems, Inc.

specializing in microcomputer productivity

June 29, 1990

Chief Deputy Jordan
Upshur County Sheriff's Office
405 N. Titus
Gilmer, TX 75644

Dear Chief Jordan:

Confirming our telephone conversation this day, we will arrange for a subcontractor to lay cable in the event we are selected as Vendor for the computer system bid on June 11, 1990.

Provided there are no unusual circumstances which either prevent or else result in unreasonable costs to lay the cable as the Department has proposed, DB Information Systems, Inc. will include the cost of laying the cable in its Bid already submitted.

In explanation of the Annual Recurring Charge estimated in the Bid, the Software charge (\$1,200) covers:

- 1) our costs of providing TOLL-FREE telephone connection between the Department and our offices for purposes of any software updates, or changes in the program requested by the Department;
 - 2) our costs for providing User Group meetings;
- and 3) our costs for continued development of improvements in the BADGE programs purchased at no further cost to the Department.

The Hardware charge (\$3,000) covers:

- 1) our costs to maintain continuing ON-SITE service for any problems that occur in the Equipment;
- and 2) our costs to replace at no additional cost to the Department any Equipment that fails, as a result of normal wear and tear (however, not as a result of accidental or willful misuse of the Equipment or as a result of damage from acts of nature).

Please let me know if any further information or clarification is needed.

We appreciate your business and we look forward to your favorable response.

Yours truly,


Steve Dutton

AFFIDAVIT TO
UPSHUR COUNTY

The undersigned, hereby certifies that this Company, Corporation, Firm, Partnership, or Individual has not prepared this bid in collusion with any other seller, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other seller or to any other person or persons engaged in this type of business prior to the official opening of this bid, and further, that the Manager, Secretary of other Agent or Officer signing this bid is not and has not been for the past six (6) months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon. This affidavit is signed in compliance with Article 2367 Civil Statutes of the State of Texas.

NAME OF BIDDER: DB Information Systems, Inc.

SIGNED BY: Stephen H. Dutton . President
(sign name in writing) (Title)

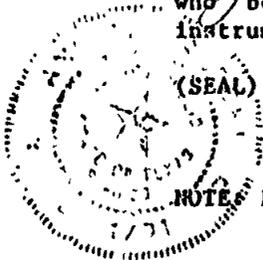
ADDRESS: 100 No. University Dr. Suite 258

TELEPHONE NUMBER: (817) 332-4345 DATE: June 8, 1990

AFFIDAVIT

STATE OF TEXAS
COUNTY OF

Before me the undersigned authority on this the 8th day of June, 1990, personally appeared Steve Dutton who being duly sworn deposes and says that he signed the above instrument for the purposes and considerations herein expressed.



Ann M. Seleski
Notary Public in and for Tanant County, Texas
My commission expires 12/14/91

NOTE: Bids not notarized will not be considered.

II. COST ANALYSIS

SHERIFF'S - BASE SYSTEM: [Fully IBM compatible]

<u>ITEM IDENTIFICATION</u>	<u>PRICE</u>
1. (1) DB INFO SYSTEMS 386 File Server Microcomputer Operating at 25 Mhz; 4 Mb RAM; 1.2 Mb Disk Drive; 155 Mb Hard Disk(17ms); Parallel port; 101 Enhanced Keyboard	\$ 5,495.00
2. (1) 12" PREMIER monochrome monitor with adapter card	180.00
3. (6) DB INFO SYSTEMS 286 Microcomputers @ \$ 995 ea Operating at 12 Mhz; 1Mb RAM; 1.2Mb Disk Drive; 101 Enhanced Keyboard; Parallel Port	5,970.00
4. (6) 12" AMDEK VGA Color monitors with adapter card	4,800.00
5. (5) 9-pin Panasonic model 1191 dot-matrix printers 240 CPS in draft mode; 48 in NLQ mode	1,475.00
6. (5) parallel printer cables for above units	75.00
7. (1) Colorado Memory 60 Mb Streaming Tape Backup 5 Megabytes/Minute; Internal; PLUS 5 Tapes	795.00
8. (1) 2400 Baud Internal Diagnostics Modem	245.00
9. (1) 325W Tripplite Uninterruptible Power Supply	395.00
10. One TIARA 16-bit and (6) TIARA 8-bit arcnet boards and (1) 8-port active hub	1,690.00
11. NOVELL ELS 286, LEVEL II Local-Area-Network Implementation Up to Eight (8) Workstations ¹	1,585.00
12. PC Anywhere communications software	145.00
13. WordPerfect 5.1 LAN version software for (6) users	1,695.00
14. WordPerfect, Jr. narrative software for (6) users	495.00
15. MS-DOS 3.3	150.00
	<hr/>
SUBTOTAL	\$ 25,190.00

¹ Optional NOVELL Advanced 286 software for up to 100 users available for \$ 1,400 additional cost.

III. SOFTWARE RECOMMENDATION - COST ANALYSIS**16. LAW ENFORCEMENT RECORDS MANAGEMENT SOFTWARE:****BADGE Sheriff's Records Management software -**

Booking/Arrests	Vehicles (includes Impounds)
Offenses/Incidents	Property (includes Evidence)
Calls For Service	Citations
Field Interviews	Personnel
Extended Wants/Warrants	Attendance
Officer Training	Daily Log
Civil Papers	Jail Management
UCR Reports	Master Name Index
Query a File	Narratives (word processing*)

PRICE	\$ 6,995.00
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* Narratives are provided using WordPerfect, Jr. software, identified as Item 14 on the previous page.

SYSTEM TOTAL	\$ 32,185.00
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IV. INSTALLATION & TRAINING

INSTALLATION: including - ON-SITE Equipment Setup and Software Loading, Menu Setup and Testing. Quote also includes Cabling for 500 feet, with additional cable available @ \$1.00/foot^a	\$ 1,200.00
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^a The Customer is responsible for actually laying the cable.

Installation can commence within (21) days of notification of Vendor selection.

TRAINING:	\$ 1,200.00
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Thirty-two (32) hours of training on the System is offered ON-SITE. Additional ON-SITE training may be purchased at a charge of \$375 per day, however it would be unusual for this to occur since normally followup training may be handled by telephone under the Customer Support program.

TOTAL INSTALLATION & TRAINING	\$ 2,400.00
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V. SYSTEM MAINTENANCE

HARDWARE- ANNUAL ON-SITE CHARGE FOR SYSTEM BID FIRST YEAR	\$ 1,000.00
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SOFTWARE- ANNUAL ON-SITE CHARGE FOR SYSTEM BID FIRST YEAR	NO CHARGE
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TOTAL 1ST YEAR MAINTENANCE	\$ 1,000.00
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ANNUAL RECURRING CHARGE:

HARDWARE- EST. ANNUAL ON-SITE CHARGE FOR SYSTEM BID BEGINNING 2ND YEAR	\$ 3,000.00
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SOFTWARE- EST. ANNUAL ON-SITE CHARGE FOR SYSTEM BID BEGINNING 2ND YEAR	1,200.00
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ESTIMATED ANNUAL Customer Support Charge^m	\$ 4,200.00
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^m subject to annual adjustment for Inflation



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

8-20-90

Commissioners Court met in special session for the budget hearing for 1990-91.

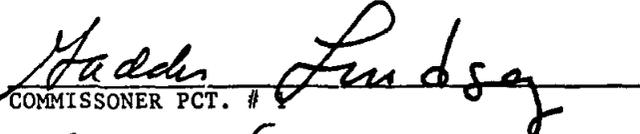
All members present with the exception of David Loyd who came into court at 9:15 AM.

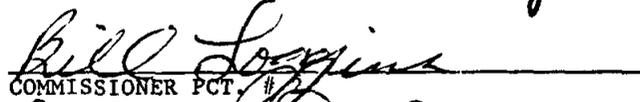
The budget was discussed; the increases were for a 2.5% pay raise and it was stated that the big portion of departmental increase came from the insurance. Motion by Gaddis Lindsey seconded by Tommy Eatherton to adopt the budget as presented. Motion carried, with David Loyd abstaining. Copy on file in County Clerk's Office.

Motion by Gaddis Lindsey seconded by Tommy Eatherton to set the tax rate for 1990-91 at .5049. Motion carried.

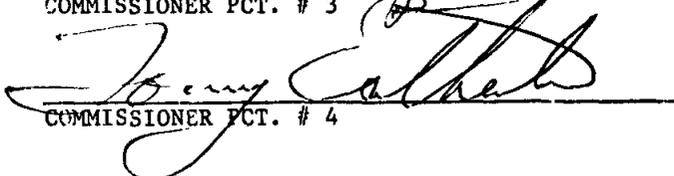
Motion by Judge Dean seconded by Gaddis Lindsey to adjourn. Motion carried.


COUNTY JUDGE


COMMISSIONER PCT. # 1


COMMISSIONER PCT. # 2


COMMISSIONER PCT. # 3


COMMISSIONER PCT. # 4