



## UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

10-8-90

Commissioners Court met in regular session with all members present with the exception of Judge Dean.

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

Motion by David Loyd seconded by Bill Loggins to approve the special road use agreement by Sieber Calicutt to haul gravel on Silk Tree Road. Motion carried, copy attached.

Motion by David Loyd seconded by Bill Loggins to approve the special road use agreement by Jackie Woods to haul gravel on Silk Tree Road. Motion carried, copy attached.

Motion by Tommy Eatherton seconded by Bill Loggins to approve the permit application of Mrs. James Poole to install a culvert within ROW of Stag Road. Motion carried, copy attached.

Motion by Tommy Eatherton seconded by Bill Loggins to approve the permit application of Paula Mathews to install a culvert within ROW of Willow Oak Road. Motion carried, copy attached.

Motion by Tommy Eatherton seconded by Bill Loggins to approve the overload permit by Scurlock Oil to haul on county roads. Motion carried, copy on file.

Eva Anderson presented coffee mugs to the commissioners as a special thank you from the Upshur County 4-H Clubs.

Motion by Tommy Eatherton seconded by David Loyd to approve the payroll changes of Mary Rose Cox, moved from telecommunications to assistant auditor, and Linda Palmer, moved from relief operator to full time operator. Motion carried, copy attached.

Motion by Bill Loggins seconded by Tommy Eatherton to approve the payroll changes of the following for longevity: Burl Townsend, Bobby Sanders, Larry Fortson, Larry Mullinix, Elizabeth Bean, Joseph Lingle, Jerry Webb, Lena Gardner and Janet Williams. Motion carried, copy attached.

Motion by Bill Loggins seconded by Gaddis Lindsey to approve the treasurer's monthly and quarterly reports. Motion carried, copy attached.

Motion by Bill Loggins seconded by David Loyd to approve the payment of the bills now due. Motion carried, copy attached.

The bids for the roof were opened. They were from: Curtis McKinley-\$49,260.00, Holiday Roofing-\$46,500 and Quality Roofing-\$43,400.00. Motion by Bill Loggins seconded by Tommy Eatherton to accept the bid from Quality Roofing with options one and two. Motion carried, copy attached.

The bids for road oil were opened. They were from: Wilson Riley-\$23.50 per barrel and Roadway Oil-\$1.50 a barrel above Exxon's posted price. Motion by Bill Loggins seconded by Tommy Eatherton to accept both bids. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by Tommy Eatherton to reserve the right to buy oil from outside sources in case of an emergency. Motion carried.

Jack Ford and Mike Smith met with the court concerning a petition to request temporary election places be implemented in the county. After much discussion it was decided to try to get some advice from the Attorney General or Secretary of State on the legality of this. Motion carried.

Motion by Tommy Eatherton seconded by David Loyd to approve the budget amendments as presented. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by Tommy Eatherton to approve the auditor attending a meeting in Beaumont on Oct. 24-26, 1990. Motion carried, copy attached.

Motion by Bill Loggins seconded by Tommy Eatherton to advertise for bids for janitorial work for the courthouse and justice center. Motion carried.

Motion by Bill Loggins seconded by Tommy Eatherton to recess until Tuesday Oct. 9, 1990. The subject of the temporary election places will be discussed at that time. Motion carried.

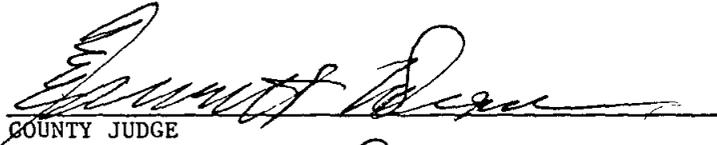
10-9-90

Commissioners Court re-convened with all members present.

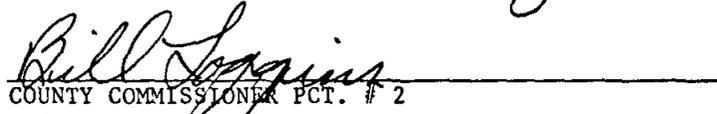
Mike Smith stated that no new information was available from the Secretary of State's Office concerning the temporary election sites. After some discussion concerning the time table and legalities of this a motion was made by Tommy Eatherton seconded by Bill Loggins to do nothing about it at this time. Motion carried.

Motion by David Loyd seconded by Bill Loggins to form a steering committee to study this action. Mike Smith suggested the committee be made up of the county election commission. Commissioner Loyd then stated that he wanted his motion to reflect that he would like to see the committee made up of the elected officials on the commission and equal representation from both political parties. Motion carried.

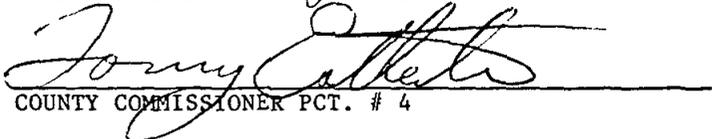
Motion by Bill Loggins seconded by Tommy Eatherton to adjourn. Motion carried.

  
COUNTY JUDGE

  
COUNTY COMMISSIONER PCT. # 1

  
COUNTY COMMISSIONER PCT. # 2

  
COUNTY COMMISSIONER PCT. # 3

  
COUNTY COMMISSIONER PCT. # 4

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §  
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned Jackie Woods, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 1, Upshur County, Texas, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 1, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

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

Silk Tree Road

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

3.  
First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing gravel 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.

Jackie Woods  
First Party Signature

P.O. Drawer 1523  
Street or Box

Madison TX 75747  
City, State and Zip Code

214-845-6027 - 845-5586  
Telephone

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

October 5, 1990  
Date Signed

Permit issued for a period not to exceed 90 days.

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

Gordon Lindsey  
Commissioner 1

Bill Liggins  
Commissioner 2

David Boyd  
Commissioner 3

James Calhoun  
Commissioner 4

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

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §  
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned Sieber Calicutt, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 1, Upshur County, Texas, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 1, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

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

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

3.  
First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing gravel from its lands located in Precinct No. 1, Upshur County.

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

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

6.  
Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

[Signature]  
First Party Signature

Highway 42 Box 192  
Street or Box

Kilgore, Texas 75662  
City, State and Zip Code

214-984-9093  
Telephone

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

October 5, 1990  
Date Signed

\_\_\_\_\_  
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.

PERMIT APPLICATION FOR  
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT # 4  
DATE 9-28

Formal notice is hereby given that Mrs. James Poole  
whose principal address is Rt. 7 Gilmer, Texas 75644  
does propose to place a Culvert  
within the ROW of County Road Stag Rd.  
as follows:

725-5294

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 Ray Thompson for Mrs. James Poole

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

PERMIT APPLICATION FOR  
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PREGINCT 1  
DATE October 2, 1990

Formal notice is hereby given that Paula Mathews  
whose principal address is 309 S. White Oak, White Oak, TX 75693  
does propose to place a culvert installation  
within the ROW of County Road Willow Oak Road  
as follows:

759-7337 Culvert to be placed next to Charles Wisdom property

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 \_\_\_\_\_

*Approved*

TO: PAYROLL DEPARTMENT

VOL 36 PG 161

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

EFFECT 10-8-50  
(DATE & TIME)

EMPLOYEE Mary Rose Cox

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

THE CHANGE(S)

✓ CHECK ALL APPLICABLE BOXES	FROM	TO
<input checked="" type="checkbox"/> DEPARTMENT	Tele Comm.	Auditor
<input checked="" type="checkbox"/> JOB	recp.	asst Auditor
<input type="checkbox"/> SHIFT		
<input checked="" type="checkbox"/> RATE	\$1021.51	
<input type="checkbox"/>	<del>\$1046.51</del>	\$1242.40

REASON FOR THE CHANGE(S)

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

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

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

CHANGE AUTHORIZED BY Alona Jlego DATE 10 8 50

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

**TO: PAYROLL DEPARTMENT**

VOL 26 PG 162

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

EFFECT 10-8-90  
(DATE & TIME)  
 EMPLOYEE Linda Palmer (410)  
 SOCIAL SECURITY NO \_\_\_\_\_ CLOCK NO 191

**THE CHANGE(S)**

<input checked="" type="checkbox"/> CHECK ALL APPLICABLE BOXES	FROM	TO
<input type="checkbox"/> DEPARTMENT		
<input type="checkbox"/> JOB		
<input type="checkbox"/> SHIFT		
<input type="checkbox"/> RATE	<u>7.5</u>	<u>8.9</u>
<input type="checkbox"/>	<u>882.42</u>	<u>#1021.51/mo</u>

**REASON FOR THE CHANGE(S)**

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

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

OTHER (EXPLAIN) From relief Operator to  
full-time Operator.

CHANGE AUTHORIZED BY [Signature] DATE \_\_\_\_\_

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

TO: PAYROLL DEPARTMENT

VOL 36 PG 162

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

EFFECT 10-1-90  
(DATE & TIME)

EMPLOYEE BURL TOWNSEND (Building MAINT.)

SOCIAL SECURITY NO \_\_\_\_\_ CLOCK NO 217

**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

CHANGE AUTHORIZED BY [Signature] DATE 10-3-90

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

**TO: PAYROLL DEPARTMENT**

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

EFFECT 10-1-90  
(DATE & TIME)

EMPLOYEE BOBBY SANDERS (Sheriff deputy)

SOCIAL SECURITY NO \_\_\_\_\_ CLOCK NO 200

**THE CHANGE(S)**

✓ 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 7 YEARS \$8.00

CHANGE AUTHORIZED BY Jerry Hill DATE 10-3-90

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

NOV 26 PG 658

TO: PAYROLL DEPARTMENT

VOL 36 PG 165

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

EFFECT 10-1-70  
(DATE & TIME)

EMPLOYEE LARRY FORTSON ~~2 YEAR~~ (SHORT)

SOCIAL SECURITY NO \_\_\_\_\_ CLOCK NO 388

**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 28.00

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CHANGE AUTHORIZED BY \_\_\_\_\_ DATE \_\_\_\_\_

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

**TO: PAYROLL DEPARTMENT**

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

EFFECT 10-1-90  
(DATE & TIME)  
 EMPLOYEE LARRY MULLINIX (Sheriff ~~JAIL~~)  
 SOCIAL SECURITY NO \_\_\_\_\_ CLOCK NO 387

VOL 36 PG 166

**THE CHANGE(S)**

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

**REASON FOR THE CHANGE(S)**

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

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

OTHER (EXPLAIN) LONGEVITY 2 YEARS \$8.00

CHANGE AUTHORIZED BY [Signature] DATE 10-3-90

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

TO: PAYROLL DEPARTMENT

VOL. 36 PG 167

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

EFFECT 10-1-90  
(DATE & TIME)

EMPLOYEE ELIZABETH BEAN JAIL

SOCIAL SECURITY NO. \_\_\_\_\_ CLOCK NO. 389

**THE CHANGE(S)**

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

**REASON FOR THE CHANGE(S)**

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

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

OTHER (EXPLAIN) LONGEVITY 2 YEARS \$8.00

CHANGE AUTHORIZED BY [Signature] DATE 10-3-90

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

**TO: PAYROLL DEPARTMENT**

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

VOL 236 PG 168

EFFECT 10-1-90  
(DATE & TIME)

EMPLOYEE JOSEPH LINGLE (JAIL)

SOCIAL SECURITY NO \_\_\_\_\_ CLOCK NO. 392

**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 28.00

CHANGE AUTHORIZED BY Wmou Vilk DATE 10-3-90

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

TO: PAYROLL DEPARTMENT

VOL 26 PG 169

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

EFFECT 10-1-90  
(DATE & TIME)

EMPLOYEE JERRY WEBB (JAIL)

SOCIAL SECURITY NO \_\_\_\_\_ CLOCK NO 393

**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 2 YEARS \$8.00

CHANGE AUTHORIZED BY [Signature] DATE 10-3-90

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

VOL 86 PG 170

**TO: PAYROLL DEPARTMENT**

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

EFFECT 10-1-90  
(DATE & TIME)

EMPLOYEE LENA GARDNER (JAIL)

SOCIAL SECURITY NO \_\_\_\_\_ CLOCK NO 394

**THE CHANGE(S)**

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

**REASON FOR THE CHANGE(S)**

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

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

OTHER (EXPLAIN) LONGEVITY 2 YEARS '8.00

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CHANGE AUTHORIZED BY Dennis Wall DATE 10-3-90

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

**TO: PAYROLL DEPARTMENT**

VOL 26 PG 171

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

EFFECT 10-1-90  
(DATE & TIME)

EMPLOYEE JANET WILLIAMS (LIBRARY)

SOCIAL SECURITY NO \_\_\_\_\_ CLOCK NO 390

**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

CHANGE AUTHORIZED BY [Signature] DATE 10-3-90

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

UPSHUR COUNTY TREASURER'S MONTHLY REPORT  
AND COMMISSIONERS COURT AFFIDAVIT

September 1, 1990 THROUGH September 30, 1990

	Beginning Balance	Revenues	Disbursements	Ending Balance	Demand Balance	Time Deposits	Total Deposits
Operating Account	2,353,035.74	299,469.44	571,697.52	2,080,807.66	130,807.66	1,950,000.00	2,080,807.66
Operating Available School Fund	385,914.57	9,267.96	0.00	395,182.53	9,269.31	385,913.22	395,182.53
Operating Permanent School Fund	933,295.64	3,200.38	0.00	936,496.02	5,617.24	930,878.78	936,496.02
Insurance Account	291,189.10	48,483.05	46,672.40	292,999.75	22,999.75	270,000.00	292,999.75
Payroll Clearing Acct.	50.00	691.60	595.00	146.60	146.60	0.00	146.60
<b>TOTALS</b>	<b>3,963,485.05</b>	<b>361,112.43</b>	<b>618,964.92</b>	<b>3,705,632.56</b>	<b>168,840.56</b>	<b>3,536,792.00</b>	<b>3,705,632.56</b>

AFFIDAVIT

The above information is found to be true and correct.

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	204,445.79

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

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## TREASURER'S QUARTERLY REPORT

BY Vernon Vick COUNTY TREASURER

FROM July 1, 1990 TO September 30, 1990 INCLUSIVE

	Beginning Balance	Revenues	Disbursements	Transfer In	Transfer Out	Ending Balance	Demand Balance	Time Deposits	Total Deposits
1. Upshur Co. Operating Fund	4,245,175.66	848,911.80	1,681,708.75	107.50	0.00	3,412,486.21	145,694.21	3,266,792.00	3,412,486.21
2. <del>Upshur Co. Trust &amp; Agency</del>	<del>20,000.00</del>	107.50	0.00	0.00	107.50	20,000.00	0.00	20,000.00	20,000.00
3. Upshur Co. Insurance Acct.	306,401.66	230,957.62	244,359.53	0.00	0.00	292,999.75	22,999.75	270,000.00	292,999.75
4. Upshur Co. Payroll Clearing	50.00	1,881.60	1,785.00	0.00	0.00	146.60	146.60	0.00	146.60
<b>TOTALS</b>	<b>4,571,627.32</b>	<b>1,081,858.52</b>	<b>1,927,853.28</b>	<b>107.50</b>	<b>107.50</b>	<b>3,725,632.56</b>	<b>168,840.56</b>	<b>3,556,792.00</b>	<b>3,725,632.56</b>

### LIST OF BONDS AND OTHER SECURITIES ON HAND

BONDS

<u>15 Central Heights, I.S.D.</u>	<u>15,000.00</u>
<u>5 Leander I.S.D.</u>	<u>5,000.00</u>
<b>TOTAL ALL BONDS</b>	<b>20,000.00</b>

C.D.'S

<u>Upshur county Permanent School CD# 5605</u>	<u>930,878.78</u>
<u>Upshur County Available School CD# 5998</u>	<u>150,000.00</u>
<u>Upshur County Available School CD# 5999</u>	<u>235,913.22</u>
<u>Upshur County Operating Acct. CD# 5841</u>	<u>500,000.00</u>
<u>Upshur County Operating Acct. CD# 5915</u>	<u>600,000.00</u>
<u>Upshur County Operating Acct. CD# 6031</u>	<u>350,000.00</u>
<u>Upshur County Operating Acct. CD# 5971</u>	<u>200,000.00</u>
<u>Upshur County Operating Acct. CD# 6001</u>	<u>100,000.00</u>
<u>Upshur County Operating Acct. CD# 6088</u>	<u>200,000.00</u>
<u>Upshur County Insurance Acct. CD# 5997</u>	<u>200,000.00</u>
<u>Upshur County Insurance Acct. CD# 6071</u>	<u>70,000.00</u>
<b>TOTAL ALL C.D.'S</b>	<b>3,536,792.00</b>

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UPSHUR COUNTY  
TREASURER'S  
QUARTERLY REPORT

Covering Period

From July 1, 1990  
To September 30, 1990 Inclusive

Date Filed 10/08/90

By

Vernon Vick  
County Treasurer, Upshur County

THE STATE OF TEXAS )  
COUNTY OF UPSHUR )

FILED  
REX A. SHAW  
COUNTY CLERK  
90 OCT -8 AM 10:42  
UPSHUR COUNTY, TX  
DEPUTY

BEFORE ME, the undersigned authority, on this day personally appeared Vernon Vick, County Treasurer of Upshur County, who being by me duly sworn, upon oath, says that the within and foregoing report is true and correct.

Vernon Vick, County Treasurer

SWORN TO AND SUBSCRIBED before me this 5th day of October, 1990.

Rex A. Shaw, Clerk  
County Court, Upshur County, Texas

BEFORE ME Rex A. Shaw, County Clerk, Upshur County, Texas, on this day personally appeared Everett Dean, County Judge; Gaddis Lindsey, Commissioner, Precinct No.1; Bill Loggins Commissioner, Precinct No.2, David Loyd, Commissioner Precinct No.3, and Tommy Eatherton Commissioner, Precinct No.4, who after being duly sworn by me state under their oath, that they have examined the foregoing County Treasurer's Report, of Upshur County, Texas, and find the same to be correct to the best of their knowledge and belief.

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

Gaddis Lindsey  
Commissioner, Precinct No. 1

Bill Loggins  
Commissioner, Precinct No. 2

David Loyd  
Commissioner, Precinct No. 3

Tommy Eatherton  
Commissioner, Precinct No. 4

SUBSCRIBED AND SWORN TO Before me, this 8th day of October  
A.D. 1990.

Rex A. Shaw  
County Clerk, Upshur County, Texas



REAR COUNTY

ACCOUNTS PAYABLE SYSTEM

10 31 90

Approved Disbursements

ALL Checking Accounts

RE SOFTWARE GROUP, INC

Disbursements Made from 10/01/90 thru 10/08/90

043E

Check #	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$11 94	PCT#1-(6)pr GLOVES
				\$25 00	PCT#1-(20 9)gals DIESEL
				\$83 51	PCT#1-(62 9)gals DIESEL
43272-AP	10/08/90	COMPUTERLAND	\$2,240 67	\$2,240 67	DPS-IBM MODEL 30/MONITOR, PRINTEP 20MB DISK
43273-AP	10/08/90	CONROY FORD TRACTOR, INC	\$1,093 50	\$1,093 50	PCT#1-(1)PUMP/#4610 BLUE FORD TTRACTOR
43274-AP	10/08/90	CROWN PRODUCTS, INC	\$15 61	\$15 61	PCT#1-(3)O-RINGS, WIPER, BU URETHANE
43275-AP	10/08/90	CYNTHIA SHATTLES	\$190 60	\$6 89	CO EXT-REIMBURSE/MEAL@DIST MTG MEET@JEFFERSON, TX
				\$2 68	CO EXT-REIMBURSE/MEAL@DIST TRAIN MEET@OVERTON
				\$5 75	CO EXT-REIMBURSE/MEAL@GILMER EH CLUB
				\$9 00	CO EXT-REIMBURSE/MEAL@REGIONAL TRAIN MEET@JALLAS
				\$7 87	CO EXT-REIMBURSE/MEAL@TITUS CO FAIR(JUDGE)
				\$158 40	CO EXT-REIMBURSE/660mi TRAVEL @ 24ea/2'90
43276-AP	10/08/90	DARR EQUIPMENT COMPANY	\$7 00	\$7 00	PCT#3-(8)KEYS FOR EQUIPMENT
43277-AP	10/08/90	DAVID LOYD	\$27 20	\$27 20	COMM. CT-REIMBURSE/ETCOG MEETING@QUITMAN
43278-AP	10/08/90	DAVID W BULLER, M.D.	\$98 64	\$98 64	IND-JAMES CHAPMAN/PHYSICAN HOSPITAL CHRG.
43279-AP	10/08/90	DAVIS COFFEE COMPANY	\$59 80	\$59 80	CO JAIL-(1)28/8 75 MB COFFEE
43280-AP	10/08/90	DB INFORMATION SYSTEMS, INC	\$350 00	\$350 00	CO S-BADGE SOFTWARE MODULE-VEHICLE MAINTENANCE
43281-AP	10/08/90	DEALERS TRUCK	\$241 07	\$229 59	PCT#4-PARTS FOR WINCH TRUCK
				\$11 48	PCT#4-(1)1 1/4RD YOKE, SET SCREW
43282-AP	10/08/90	DIXIE NATIONAL LIFE	\$554 70	\$554 70	ACCT#4269/SEPTEMBER '90 PAYROLL DEDUCTION
43283-AP	10/08/90	EAST TEXAS MACHINERY, INC	\$309 65	\$86 13	PCT#3-ELEMENTS, PARTS
				\$223 52	PCT#2-(4)EDGES
43284-AP	10/08/90	ECONOMY AUTO SUPPLY, INC	\$23 04	\$5 68	PCT 1-FILES(CHAINSAW)
				\$17 36	CO BLDG-(2)INDUST BELT
43285-AP	10/08/90	ETEX COMMUNICATION AND	\$4,000 00	\$4,000 00	D CT-STARPLUS KEY SERV UNIT(10)PHONES/INSTALLED
43286-AP	10/08/90	ETEX TELEPHONE COOP, INC	\$133 79	\$34 80	PCT#1-734-5609 MONTHLY BILLING
				\$39 18	PCT#2-762-6266 MONTHLY BILLING
				\$36 13	PCT#3-734-5822 MONTHLY BILLING
				\$23 68	PCT#4-762-6731 MONTHLY BILLING
43287-AP	10/08/90	GADDIS LINDSEY	\$16 00	\$16 00	COMM CT-REIMBURSE/ETCOG MEETING EXPENSE
43288-AP	10/08/90	GENERAL TELEPHONE COMPANY	\$354 30	\$32 00	CO TAX-#214-1FD-2004/SEPT 28'90 BILLING
				\$31 15	CO S-#843-5398/SEPT 28'90 BILLING
				\$74 15	CO LIB-214-843-5001 9/28/90 BILLING

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Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 10/01/90 thru 10/08/90

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Check #	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$110.22	A PROB-#843-3006/SEPT. 28 '90 BILLING
				\$30.21	EMG MG-#843-2328/OCT 4 '90 BILLING
				\$76.56	JP#1-#843-5023/OCT 4 '90 BILLING
43289-AP	10/08/90	GEORGE P BANE, INC	\$241.41	\$96.97	PCT#3-(4)SEALS/REPAIR PARTS FOR TIGER MCWE
				\$98.74	PCT#2-SPROCKETS, CHAIN, COVER ASSY
				\$45.70	PCT#2-(1)MOTOR BRACKET, ERGT
43290-AP	10/08/90	GERALD JOHNSON	\$158.01	\$158.01	CO IND-REIMBURSE/RURAL HEALTH WORKSHOP EXPENSES
43291-AP	10/08/90	GILMER DRUG COMPANY	\$80.69	\$22.74	CO JAIL-INSULIN/JOE REDWINE
				\$34.17	CO JAIL-COMTRES, INSULIN
				\$22.83	CO JAIL-PRESCRIPTIONS/WRIGHT&MCBRIDE
				\$0.95	CO. BLDG-(1)BOX TILE GROUT
43292-AP	10/08/90	GILMER LUMBER COMPANY INC	\$167.50	\$162.22	PCT#1-BLDG MATERIALS/REFLOOR LOW-BOY TRAILER
				\$5.28	PCT#1-LUMBER
43293-AP	10/08/90	GOVERNMENT RECORDS SERVICES	\$530.80	\$530.80	CO CLK-PRINTS&INDEXING
43294-AP	10/08/90	GUEST PAPER COMPANY	\$1,521.00	\$48.07	CO BLDG-CUST#013072/12/24oz DECOAT BASEBOARD CLEANER
				\$1,522.93	CO BLDG-CUST#013072/CAN LINERS, LYSOL, RESTORER, BRUTE, AGUA DUST
				\$50.00CR	CO BLDG-CUST#013072/RETURNED 12/14oz VELVA-5-EE
43295-AP	10/08/90	H & D TIRE & AUTOMOTIVE	\$1,425.50	\$42.04	PCT#1-DRILL BITS, AFT OIL
				\$42.95	PCT#1-CRIMPING TOOL, TOOL, WIRE TERMINALS, WIRE, CONNECTORS
				\$9.59	J CTR-WELDING ROD
				\$17.47	PCT#1-AIR FILTER, BRASING RODS
				\$1.84	PCT 1-TUBING, FITTING
				\$2.36	PCT#2-(1)KEY, (2) WOODRIFT KEYS
				\$1,136.98	PCT#2-TIRES, TUBES, HYD OIL, BATTERIES, LABOR
				\$104.64	PCT#2-BATTERIES, TERMINALS
				\$21.27	CO BLDG-(1) GAL ELMER GLUE, COLD CHISEL
				\$6.46	PCT#1-H S FILES
				\$39.90	PCT#2-(2) 5 GAL HYD OIL
43296-AP	10/08/90	HANK'S FRAME & WHEEL SERVICE	\$24.50	\$24.50	CO S-FRONT END ALIGNMENT UNIT #13
43297-AP	10/08/90	HART FORMS & SERVICES	\$50.18	\$50.18	DA-CUST#39-20-014769/200 JUDGEMENT OF CONVICTION
43298-AP	10/08/90	HERBERT L YOUNG	\$8,123.22	\$18.90	PCT#2-(15)gals PREM GAS@1 26ea
				\$6.30	CO BLDG-(5)gals PREMIUM GAS@1 26ea
				\$82.95	PCT#1-(79)gals DIESEL@1.05ea
				\$30.87	PCT#4-(25)gals PREM GAS
				\$51.00	PCT#4-(2)DEXRON OIL
				\$16.64	PCT#2-(13)gals PREM GAS@1 28ea
				\$1,512.40	PCT#4-(620)gals PREM GAS@1 22(720)DIESEL@1 05ea

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Check #	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$203.45	PCT#2-(55)gals.#30 OIL&DRUM
				\$5 12	CO BLDG-(4)gals PREM GAS@1 28ea
				\$1,919 10	PCT#1-(1245)gals PREM@1 29ea(310)DIESEL@1 15ea
				\$1,307.65	PCT#2-(420)gals REG GAS(525)gals DIESEL
				\$19 20	PCT#2-(15)gals PREM GAS@1 28ea
				\$28 06	CO BLDG-(23)gals REG GAS@1 22ea
				\$19 20	PCT#1-(15)gals PREM GAS@1 28ea
				\$19 20	PCT#2-(15)gals PREM GAS@1 28ea
				\$23 04	CO BLDG-(18)gals PREM GAS@1 28ea
				\$25 60	PCT#4-(20)gals PREM GAS@1 28ea
				\$37 12	CO BLDG-(29)gals PREM GAS@1 28ea
				\$21 44	CO BLDG-(16)gals PREM GAS@1 34ea
				\$82.95	PCT#2-(79)gals DIESEL@1.05ea
				\$100 05	PCT#1-(87)gals DIESEL@1 15
				\$146 00	PCT#4-(1)42 F BATTERY, (1)4DLT BATTERY
				\$36 18	PCT#4-(27)gals PREM GAS@1 34ea
				\$2,410 80	CO S-(81)gals REG GAS(1852)gals PREM GAS
43299-AP	10/08/90	HOLMES CONCRETE PIPE	\$256.50	\$198.00	PCT 2-15X36 TILE
				\$58 50	PCT 1-12X36 TILE, 15X36 TILE
43200-AP	10/08/90	HORACE RAY	\$60.25	\$60.25	D CLK-REIMBURSE/DIST CLK AREA MEETING@NACOGEE-EE 9/27/90
43231-AP	10/08/90	J R S S	\$7.00	\$7.00	PCT#1-DIESEL
43302-AP	10/08/90	JERRY NICKERSON	\$399 50	\$394 32	CO EXT-REIMBURSE/1643mi TRAVEL@ 24ea/9/90
				\$5 18	CO EXT-REIMBURSE/PHONE CALLS 9/10-9/17/90
43303-AP	10/08/90	JOE'S RESTAURANT EQUIPMENT	\$50 00	\$50 00	PCT#1-OCTOBER ICE MACHINE RENTAL
43304-AP	10/08/90	JOYCE MORRISON	\$80 00	\$9 00	CO LIB-REIMBURSE/MEAL@N ET LIB SYSTEM MEETING
				\$19 40	CO LIB-REIMBURSE/REGIS@60mi@ 24ea/WORKSHOP@LONGVIEW
				\$51 60	CO LIB-REIMBURSE/REGIS @140mi@ 24ea@TEPRELL
43305-AP	10/08/90	KERR-McGEE REFINING CORPORATION	\$47 57	\$47 57	CO S-ACCT#169103961010/SEPT 21/90 BILLING
43306-AP	10/08/90	KIRBY RESTAURANT SUPPLY	\$88.91	\$88 91	CO JAIL-REPLACED STRAINER ON DISH MACHINE/LABOR
43307-AP	10/08/90	LONG MOTOR COMPANY, INC	\$283 58	\$26 55	PCT#3-ACCT#142/HOSE FOR TRUCK #313
				\$6 86	PCT#2-BRAKE SWITCH ON TRUCK #212
				\$117 42	PCT#3-ACCT#142/BACKET, INSULATOR ON EQUIP #217
				\$80 75	PCT#1-(1)STARTER/#113
				\$52 00	PCT#1-(1)STARTER/GRADE ALL
43308-AP	10/08/90	LONGVIEW ALTERNATOR	\$198 50	\$198 50	PCT#1-(1)REBUILT STARTER/RUBBER TIRE LOADEP
43309-AP	10/08/90	LONGVIEW BOLT, INC	\$57 33	\$57 33	PCT#1-HEW CAP SREW,NYLON INSERT/ROOM AXE PARTS

LEWIS COUNTY

ACCOUNTS PAYABLE SYSTEM

Approved Disbursements

ALL Checking Accounts

Disbursements Made from 10/01/90 thru 10/08/90

PAGE

THE SOFTWARE GROUP, INC

Check #	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
43310-AP	10/08/90	LONGVIEW ORTHOPAEDIC CLINIC	\$63.87	\$63.87	IND-PAULETTE E. KERR/OFFICE VISIT X-RAY
43311-AP	10/08/90	M R PATTON	\$300.00	\$300.00	D CT-CAUSE#10,258/JOE WESLEY REDWINE
43312-AP	10/08/90	P & P AND ASSOCIATES	\$52.20	\$52.20	A PROB-TYPEWRITER/MODEL X550(PARTS'LABOR
43313-AP	10/08/90	PRICHAFF WATER SUPPLY CORP	\$28.55	\$18.55	CD S-ACCT#690/SEPT 18'90 WATER BILLING
				\$10.00	PCT#1-ACCT#1406/SEPT 20'90 WATER BILL
43314-AP	10/08/90	PROFESSIONAL TECHNICAL	\$400.00	\$400.00	PCT#3-MIDLAND 70-2458XL/SN9120488
43315-AP	10/08/90	REX SHAW	\$18.59	\$18.59	CD CLK-REIMBURSE/AREA MEETING EXPENSE/NACCD/DOUGLAS 9/13/90
43316-AP	10/08/90	RICK'S TIRE SERVICE	\$55.00	\$25.00	PCT#2-(1)FLAT REPIAR, SERV CALL/MOWING TRACTOR
				\$30.00	PCT#2-MNT TIRES, SERV CALL/LOW BOY TRAILER
43317-AP	10/08/90	RICOH CORPORATION	\$27.50	\$27.50	CD S-PRINTER LABOR/S#107538
43318-AP	10/08/90	RONNIE MITCHELL	\$381.57	\$381.57	JUV PROB-REIMBURSE/1356mi @ 24TRAVEL, MEALS/F FC
43319-AP	10/08/90	S & S OFFICE WORLD, INC	\$480.00	\$480.00	A PROB-(1)PHONE CARD LINE TIE/LABOR
43320-AP	10/08/90	SANDVIK ROCK TOOLS, INC	\$2,730.00	\$2,730.00	PCT#4-CUST#6585/(2)4'LONG P, (2)3'LONG, 5/8"HOLES, 1"THICK
43321-AP	10/08/90	SARGENT-SOWELL, INC	\$126.81	\$126.81	CD S-CUST#423000/3 BATTERY PACK&S MAG CHRQ LAMP
43322-AP	10/08/90	SHELL OIL COMPANY	\$48.26	\$48.26	CD S-ACCT#092821628/SEPT 17'90 BILLING
43323-AP	10/08/90	SOBEL	\$46.89	\$10.90	PCT#3-CUST#551100/LG OXYGEN
				\$15.00	PCT#3-CUST#551100/(2)sm(1)lg OXY, (2)sm ACE-PENTAL FOR 9'90
				\$20.99	PCT#3-CUST#551100/SM ACCTY
43324-AP	10/08/90	SOUTHWESTERN BELL TELEPHONE	\$28.08	\$28.08	A PROB-#665-2474/SEPT 15'90 BILLING
43325-AP	10/08/90	SOUTHWESTERN ELECTRIC POWER CO	\$34.66	\$34.66	CD S-ACCT#5134906899/SEARCH TEAM/SEPT'90
43326-AP	10/08/90	STEWART INSURANCE AGENCY	\$100.00	\$100.00	CD AUD-ROND/DONA FLIPPO, AUDITOR
43327-AP	10/08/90	SWIFT INDEPENDENT PACKING	\$602.34	\$288.14	CD JAIL-CUST#17130/ASSORTED FOODS
				\$202.58	CD JAIL-CUST#17130/ASSORTED MEATS
				\$111.62	CD JAIL-CUST#17130/GROUND BEEF
43328-AP	10/08/90	TELETOUCH CORPORATION	\$107.00	\$107.00	CD S-ACCT#LC2303/#0726, 0755, 0759, 0605/9'90
43329-AP	10/08/90	TEXAS ASSOC OF CO AUDITORS	\$85.00	\$85.00	CD AUD-T A C A CONFERENCE REGISTRATION
43330-AP	10/08/90	THE GILMER MIPROR	\$254.90	\$14.80	COMM CT-LEGAL NOTICE/LIABILITY INS

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Approved Disbursements  
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 10/01/90 thru 10/08/90

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Pg 180

Check #	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$14.80	COMM CT-LEGAL NOTICE/LIABILITY INS
				\$14.80	COMM CT-LEGAL NOTICE/BULK FUEL
				\$14.80	COMM CT-LEGAL NOTICE/BULK FUEL
				\$50.60	COMM CT-LEAGL NOTICE/REROOFING
				\$16.00	COMM CT-DISPLAY ADVT/CENSUS AD
				\$16.00	COMM CT-DISPLAY ADVT/CENSUS NOTICE
				\$50.60	COMM CT-LEGAL NOTICE/REROOFING
				\$62.50	CD TAX-(5) 5x11 1/2 ENVELOPES
43331-AP	10/08/90	THE SOFTWARE GROUP, INC	\$5,134.71	\$175.00	CD TREAS-BANK REC MAINT/10/1-12/31'90
				\$112.00	CD TREAS-REVENUE MAINT /10/1-12/31'90
				\$263.00	CD TREAS-AP MAINT/10/1-12/31'90
				\$263.00	CD TREAS-PAYROLL MAINT/10/1-12/31'90
				\$300.00	CD AUD-BUDGET MAINT/10/1-12/31'90
				\$263.00	CD AUD-PURCHASE MAINT/10/1-12/31'90
				\$244.00	CD TAX-VOTER REG MAINT/10/1-12/31'90
				\$455.00	CD TAX-AUTOMATED TAX COLL MAINT/10/1-12/31'90
				\$145.00	CD CLK-MISC FEE MAINT/10/1-12/31'90
				\$2,914.71	CD TAX-20,000 TAX STATEMENTS, 43,000 TAX RECEIPTS
43332-AP	10/08/90	THE ULTIMATE CORP	\$3,072.00	\$3,072.00	COMPUTER-CUST#501040/GE4518, 10/1-12/31'90 MAINT
43333-AP	10/08/90	TUDOR MERCANTILE CO, INC	\$26.95	\$0.97	PCT#2-(2)1/2 PVC COUPLIN&PVC 90
				\$25.98	PCT#2-(2)SHOVELS
43334-AP	10/08/90	UPSHUR COUNTY FORD TRACTOR	\$44.90	\$15.66	PCT#2-(4)SPACERS
				\$13.99	PCT#4-GASKETS, FILTER
				\$15.25	PCT#3-STRAPS, PINS, LINK PINS
43335-AP	10/08/90	UPSHUR COUNTY INSURANCE ACCOUN	\$30,690.32	\$30,690.32	SEPTEMBER '90 CLAIMS INSURANCE FUNDING
43336-AP	10/08/90	UPSHUR COUNTY SHERIFF DEPT	\$40.40	\$40.40	CD S-REIMB PETTY CASH ACCT/MEALS, POSTAGE
43337-AP	10/08/90	UPSHUR COUNTY WRECKER SERVICE	\$69.95	\$69.95	CD S-(1)BATTERY/#212
43338-AP	10/08/90	UPSHUR-RURAL ELECTRIC COOP, C	\$174.77	\$57.90	PCT#3-ACCT#902475306/AUG 29 TO 9/27/90
				\$47.69	WT MI-ACCT#157460538/8/31-10/1/90 BILL
				\$69.18	PCT#1-ACCT#31885226/8/31-10/1/90 BILL
43339-AP	10/08/90	US SPRINT	\$21.70	\$21.70	TELE COMM&CO S-ACCT#131782320/SEPT 20'90 BILLING
43340-AP	10/08/90	VALU-LINE	\$4.02	\$4.02	JP#1-ACCT#13762/SEPT 19'90 BILLING
43341-AP	10/08/90	VERNON VICK	\$2.42	\$2.42	CD TREAS-REIMB (BATTERIES FOR SHARP CALCULATOR)
43342-AP	10/08/90	WALMART STORE #146	\$26.16	\$13.59	PCT#3-FILM
				\$8.33	PCT#3-PROCESSED FILM
				\$4.24	PCT#2-(1) MAILBOX
43343-AP	10/08/90	WASTE MANAGEMENT OF	\$309.50	\$309.50	WASTE-ACCT#779556/PCT#1 UNSCH

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10-19-90

ACCOUNTS PAYABLE STATE

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 10/01/90 thru 10/08/90

9157

Check #	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
					8/24&SERV 10/1-31/90
43344-AP	10/08/90	WEEKS WELDING & REPAIR	\$21 50	\$12 00	PCT#3-CHAIN SAW REPAIR
				\$9 50	PCT#3-WEED EATER REPAIR
43345-AP	10/08/90	WESTERN AUTO ASSOCIATE STORE	\$86 67	\$32 97	PCT#1-(2)1gal WATER JUGS(1)2galWATER JUG
				\$53 70	PCT#3-(1)DRIVE SHAFT, CAP JOINT, LABOR/WEED EATER REPAIR
43346-AP	10/08/90	WHITE SWAN, NORTH	\$1,023 47	\$468 43	CO. S-CUST#420711/ASSORTED FOODS
				\$555 04	CO JAIL-CUST#420711/ASSORTED FOODS
43347-AP	10/08/90	WIL MAX	\$25 00	\$25 00	D.A. HOT CK RESTITUTION/SHANNON T REISCH
43348-AP	10/08/90	YAZELL CHEVROLET-OLDS, INC	\$63 85	\$63 85	PCT 4-STARTER
43349-AP	10/08/90	YOLANDA YOUNG	\$6 00	\$6 00	CO LIB-LIT-REIMBURSEMENT FOR STAMPS
43350-AP	10/08/90	YORK PUMP & EQUIPMENT, INC	\$135 11	\$44 83	PCT#1-HYD FITTINGS, HOSE LABOR
				\$90 28	PCT#3-HYD HOSE PART&LABOR/TIGER MOWER
Total for AP - ACCOUNTS PAYABLE			\$74,726 89		

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Approved Disbursements  
ALL Checking Accounts

T-E SOFTWARE GROUP, INC

Disbursements Made from 10/01/90 thru 10/08/90

PAGE

VOL. 36 PG. 182

Check #	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
14a-INS	10/04/90	GILMER NATIONAL BANK	\$75,000.00	\$75,000.00	CD#6132 PURCHASED @ 10% TO MATURE 10/17/90
Total for INS - INSURANCE			\$75,000.00		
Grand Total			\$149,726.89		

*Everett Dean*  
County Judge, Everett Dean

*Gaddis Lindsey*  
Commissioner Pct#1, Gaddis Lindsey

*Bill Loggins*  
Commissioner Pct#2, Bill Loggins

*David Loyd*  
Commissioner Pct#3, David Loyd

*Tommy Eatherton*  
Commissioner Pct#4, Tommy Eatherton

FILED  
REX A. SHAW  
COUNTY CLERK  
90 OCT 12 PM 12 11  
OF SOUTHERN JUDICIAL DISTRICT, TX.  
DEPUTY

PROPOSAL: REROOFING AT UPSHUR COUNTY COURTHOUSE

NAME OF BIDDER: Holliday Roofing Company, Inc.

DATE: October 8, 1990

Judge Everett Dean  
Upshur County, Texas  
P. O. Box 790  
Gilmer, Texas 75664

Dear Sir:

The undersigned, in compliance with your advertisement for Bids for Reroofing on certain areas of the following building:

UPSHUR COUNTY COURTHOUSE

have examined the Drawings and Specifications, together with the related documents and all conditions surrounding the work, and having visited the sites of the proposed work, hereby, proposes to furnish all work in every detail in accordance with the Contract Documents with the time set forth herein and at the prices stated below. These prices shall cover all expenses incurred in performing the work under the Contract Documents, of which the Proposal is a part.

Attached herewith, please find (Cashier's Check) (Certified Check)  
(Bid Bond) in the amount of \$ Bid Bond five percent (5%)  
of the bid.

I (or we) acknowledge receipt of the following addenda.

ADDENDA #1: A.H. (Initial)

ADDENDA #2: \_\_\_\_\_ (Initial)

ADDENDA #3: \_\_\_\_\_ (Initial)

PROPOSAL: REROOFING AT UPSHUR COUNTY COURTHOUSE

BID INVITATION

Sealed proposal addressed to:  
Judge Everett Dean  
Upshur County, Texas  
P. O. Box 790  
Gilmer, Texas 75664,

for Reroofing certain areas at the UPSHUR COUNTY COURTHOUSE located in Gilmer, Texas, all in accordance with the Proposal, General Instructions, Materials, Execution, Drawings, and Contract Documents, will be received at the UPSHUR COUNTY COURTHOUSE, until not later than 9:00 A. M., C. S. T., on ~~10-8-90~~ 10-8-90. Bids will be publicly opened and read aloud at the Courthouse, same date and time. Any bid received AFTER the closing time WILL NOT BE CONSIDERED, AND WILL BE RETURNED UNOPENED. Bidder shall identify his bid on the outside of the envelope by writing the words:

"PROPOSAL FOR REROOFING AT GILMER, TEXAS FOR THE UPSHUR COUNTY COURTHOUSE

No oral, telephone, or telegraphic bids will be considered. The Proposal, General Instructions, Materials, Execution, Drawings, and Contract Documents may be obtained from the UPSHUR COUNTY COURTHOUSE, JUDGE EVERETT DEAN, 214/846-3083.

A mandatory Pre-Bid Conference will be held at 1:15 P. M. on 10-01-90 at the COURTHOUSE, located at Gilmer, Texas.

A Cashier's Check, Certified Check, or Surety Company Bid Bond in the amount of Five Percent (5%) of the largest possible total of bid submitted will be required with each bid proposal if the total contract price exceeds \$25,000.00. Bids will be received PER ATTACHED PROPOSAL FORM, to include all work shown and specified.

The County Commissioners of Upshur County reserve the right to reject any one and/or all bids, to waive any formalities or irregularities, and to award the Contract in the best interest of the County.

ADDENDUM NO. 1 October 1, 1990

PAGE 3 OF 5

PROPOSAL: REROOFING AT UPSHUR COUNTY COURTHOUSE

CONTRACT DOCUMENTS: Having examined the Proposal, General Instructions, Materials, Execution, Drawings, and Contract for the project and Conditions for Reroofing work, and having examined the premises and circumstances affecting the work, the undersigned offer:

OFFER: 1. To furnish all labor material, tools, equipment, transportation, bonds, all applicable taxes, incidentals, and other facilities, and to perform all work for the said Reroofing for the Courthouse:

BASE BID - ROOF AREA(S): Forty-Six Thousand Five Hundred & no/100 \$ 46,500.00

ALTERNATE BID #1 - Flashing Repairs: ADD Five Thousand Five Hundred \$ 5,500.00

ALTERNATE BID #2 - Downspout Repairs: ADD Two Thousand Four Hundred \$ 2,400.00

ALTERNATE BID #3 - Delete Flood Coat and Gravel: DEDUCT \$ 1,700.00

UNIT PRICE PROPOSAL:

1. Additional cost over and above the contract amount for weekend or overtime requested by the Owner: \$ 22.50 per man per hour. (Attach schedule if more than one rate applies.)

QUALIFICATIONS: 2. Contractor shall fill in below material manufacturer's company name of materials being bid on.

Coal-tar Membrane: Hyload  
Felt: GAF Gafglass IV  
Bitumen: GAF Type III Asphalt

EXAMINATION OF SITE: 3. By signing the Proposal Form, Contractor acknowledges he or an authorized representative has examined the roof and is aware of all field conditions (rooftop equipment, penetrations, roof drains, etc.) which may affect the work.

TAXES: 4. Tax Exempt Number 75-6001187 shall be used on this project. Tax should not be included in your bid.

PROPOSAL: REROOFING AT UPSHUR COUNTY COURTHOUSE

Upon receipt of notice of acceptance of this bid, within thirty (30) days of the date of this proposal, I (or we) agree to execute the formal contract within ten (10) days thereafter, and to deliver a SURETY BOND in the amount of ONE HUNDRED PERCENT (100%) of the contract price for the faithful performance of the contract, and a ONE HUNDRED PERCENT (100%) STATUTORY PAYMENT BOND.

The undersigned agrees to complete all work shown on the drawings and in the specifications within the time limits set forth below subject to additional days that may be added due to inclement weather and/or other justified and reasonable extensions or time as may be approved by the Owner.

Contractors that are awarded contracts shall be prepared to immediately sit down with Upshur County Representatives and present a plan that will illustrate how progression of work is to take place to insure completion of all work within specified time limits. The time limits are as follows:

If a contractor is awarded the project, project must be completed within sixty (60) calendar days, allowance to be made for rain days, or contractor will be subject to penalty as set forth in the specifications.

THE OFFICIAL WEATHER RECORD WILL BE KEPT IN THE COUNTY JUDGE'S OFFICE.

The undersigned agrees that the owner may retain the sum of THREE HUNDRED DOLLARS (\$300.00) from the amount to be paid to the undersigned for each calendar day that the work contemplated remains incomplete beyond the time set forth, Sundays and Holidays INCLUDED.

This amount is agreed upon as the proper measure of liquidated damages which the owner will sustain per day by failure of the undersigned to complete the work at the stipulated time, and is not to be construed in any sense as a penalty.

PROPOSAL: REROOFING AT UPSHUR COUNTY COURTHOUSE

I (or we) agree to promptly furnish a correct and current financial statement of condition with list of owned equipment and an experience record of completed projects for examination by owner and architect, if same is required.

SEAL (If by Corporation)



RESPECTFULLY SUBMITTED BY

Phil Holliday

President  
TITLE

P.O. Box 8533  
ADDRESS

Tyler, Texas 75711

(214) 561-9331

Indicate if: ( ) Partnership (X) Corporation ( ) Sole Owner

If a partnership, list names and addresses of partners:

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If corporation, indicate state in which corporation was organized and is existing:

Texas

Principal Stockholders: (Name and Address)

Phil Holliday 8515 Radcliffe Tyler, Texas 75703

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DATE 10/8/90

PROJECT NO. \_\_\_\_\_

BID DATE 10/8/90

# Merchants



## BONDING CO. — Mutual —

6000 N. LAMAR • SUITE 200 • AUSTIN, TEXAS 78752-4497

### BID BOND

Know all men by these presents:

That Holliday Roofing Company, Inc., Box 8533, Tyler, Texas 75711

(hereinafter called the Principal) as Principal, and the **MERCHANTS BONDING COMPANY (Mutual)** a corporation of the State of Iowa, with its Home Office in the City of Des Moines, Iowa, (hereinafter called Surety), as Surety, are held and firmly bound to \_\_\_\_\_  
Upshur County, Texas

(hereinafter called the Oblige) in the full and just sum of (\$ \_\_\_\_\_ )  
5% of greatest amount bid \_\_\_\_\_ Dollars

good and lawful money of the United States of America, to the payments of which sum of money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 8th day of October 19 90

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Oblige shall make any award to the Principal for re-roof county court house, Gilmer, Texas

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Oblige in accordance with the terms of said proposal or bid and award, and shall give bond for the faithful performance thereof with the **MERCHANTS BONDING COMPANY (Mutual)** and Surety, or with other Surety or Sureties approved by the Oblige; or if the Principal shall, in case of failure to do so, pay to the Oblige the damages which the Oblige may suffer by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

Witness:

Holliday Roofing Company, Inc.

Principal

By Phil Holliday, President

Attest:

Christine Bass

**MERCHANTS BONDING COMPANY (Mutual)**

By James E. Bass  
James E. Bass, Attorney-in-fact

# MERCHANTS BONDING COMPANY (Mutual)

DES MOINES, IOWA

## POWER OF ATTORNEY

Know All Men By These Presents that the MERCHANTS BONDING COMPANY (Mutual) a corporation duly organized under the laws of the State of Iowa and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed and does by these presents make, constitute and appoint

**James E. Bass or Murray Bass**

of **Tyler** and State of **Texas** its true and lawful Attorney-in-Fact with full power and authority hereby conferred in its name, place and stead to sign, execute, acknowledge and deliver in its behalf as surety,

Any and all bonds or undertakings, provided that no bond or undertaking executed under this authority shall exceed in amount the sum of **FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS**

and to bind the MERCHANTS BONDING COMPANY (Mutual) thereby as fully and to the same extent as if such bond or undertaking were made by the duly authorized officers of the MERCHANTS BONDING COMPANY (Mutual), and all the acts of said Attorney, pursuant to the authority herein given, are hereby ratified and confirmed.

Whereas, the Power of Attorney made and executed pursuant to and by authority of the following Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (Mutual)

ARTICLE 2, SECTION 6A - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorney-in-Fact and to authorize them to execute on behalf of the Company and attach the Seal of the Company thereto bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE 2, SECTION 6B - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance or other suretyship obligations of the Company and such signature and seal when so used, shall have the same force and effect as if affixed manually hereof.

In Witness Whereof, MERCHANTS BONDING COMPANY (Mutual) has caused these presents to be signed by its Vice President, **M. J. Long**, and its corporate seal to be hereto affixed this **1st** day of **January**, A.D. 19**90**.

MERCHANTS BONDING COMPANY

*M. J. Long*

By

Vice President

STATE OF IOWA  
COUNTY OF POLK

On this **1st** day of **January**, 19**90**, before me appeared **M. J. Long** and **W. D. Brundage**, both of whom I know to be personally known, who being by me duly sworn did say that they are Vice President and Executive Vice President respectively of the MERCHANTS BONDING COMPANY (Mutual), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



*W. D. Brundage*

Notary Public, Polk County, Iowa  
My Commission Expires  
8-4-92

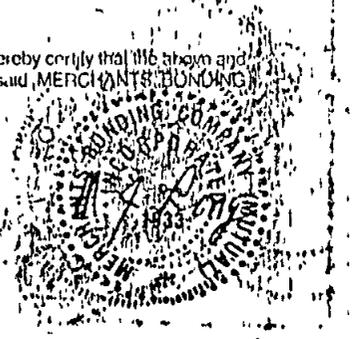
STATE OF IOWA  
COUNTY OF POLK

I, **M. J. Long**, Vice President of the MERCHANTS BONDING COMPANY (Mutual), do hereby certify that the above and foregoing is a true and correct copy of the POWER OF ATTORNEY, executed by said MERCHANTS BONDING COMPANY (Mutual), which is still in force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company, at

the **8th** day of **October**, 19**90**

This power of attorney expires **December 31, 1991**



PROPOSAL: REROOFING AT UPSHUR COUNTY COURTHOUSE

NAME OF BIDDER: QUALITY ROOFING CO., INC.

DATE: October 8, 1990

Judge Everett Nean  
Upshur County, Texas  
P. O. Box 790  
Gilmer, Texas 75664

Dear Sir:

The undersigned, in compliance with your advertisement for Bids for Reroofing on certain areas of the following building:

UPSHUR COUNTY COURTHOUSE

have examined the Drawings and Specifications, together with the related documents and all conditions surrounding the work, and having visited the sites of the proposed work, hereby, proposes to furnish all work in every detail in accordance with the Contract Documents with the time set forth herein and at the prices stated below. These prices shall cover all expenses incurred in performing the work under the Contract Documents, of which the Proposal is a part.

Attached herewith, please find (Cashier's Check) (Certified Check)  
(Bid Bond) in the amount of \$ 2,250.00 five percent (5%)  
of the bid.

I (or we) acknowledge receipt of the following addenda.

ADDENDA #1: B.S. (Initial)

ADDENDA #2: \_\_\_\_\_ (Initial)

ADDENDA #3: \_\_\_\_\_ (Initial)

PROPOSAL: REROOFING AT UPSHUR COUNTY COURTHOUSE

BID INVITATION

Sealed proposal addressed to:  
Judge Everett Dean  
Upshur County, Texas  
P. O. Box 790  
Gilmer, Texas 75664,

for Reroofing certain areas at the UPSHUR COUNTY COURTHOUSE located in Gilmer, Texas, all in accordance with the Proposal, General Instructions, Materials, Execution, Drawings, and Contract Documents, will be received at the UPSHUR COUNTY COURTHOUSE, until not later than 9:00 A. M., C. S. T., on ~~10-8-90~~. Bids will be publicly opened and read aloud at the Courthouse, same date and time. Any bid received AFTER the closing time WILL NOT BE CONSIDERED, AND WILL BE RETURNED UNOPENED. Bidder shall identify his bid on the outside of the envelope by writing the words:

"PROPOSAL FOR REROOFING AT GILMER, TEXAS FOR THE UPSHUR COUNTY COURTHOUSE

No oral, telephone, or telegraphic bids will be considered. The Proposal, General Instructions, Materials, Execution, Drawings, and Contract Documents may be obtained from the UPSHUR COUNTY COURTHOUSE, JUDGE EVERETT DEAN, 214/846-3083.

A mandatory Pre-Bid Conference will be held at 1:15 P. M. on 10-01-90 at the COURTHOUSE, located at Gilmer, Texas.

A Cashier's Check, Certified Check, or Surety Company Bid Bond in the amount of Five Percent (5%) of the largest possible total of bid submitted will be required with each bid proposal if the total contract price exceeds \$25,000.00. Bids will be received PER ATTACHED PROPOSAL FORM, to include all work shown and specified.

The County Commissioners of Upshur County reserve the right to reject any one and/or all bids, to waive any formalities or irregularities, and to award the Contract in the best interest of the County.

PROPOSAL: REROOFING AT UPSHUR COUNTY COURTHOUSE

CONTRACT DOCUMENTS: Having examined the Proposal, General Instructions, Materials, Execution, Drawings, and Contract for the project and Conditions for Reroofing work, and having examined the premises and circumstances affecting the work, the undersigned offer:

OFFER: 1. To furnish all labor material, tools, equipment, transportation, bonds, all applicable taxes, incidentals, and other facilities, and to perform all work for the said Reroofing for the Courthouse:

BASE BID - ROOF AREA(S): \_\_\_\_\_ \$ 43,400.00

ALTERNATE BID #1 - Flashing Repairs:       Add       \$ 4,700.00

ALTERNATE BID #2 - Downspout Repairs:       Add       \$ 1,800.00

ALTERNATE BID # 3 - Delete Flood Coat and Gravel:   Deduct   \$ 2,100.00

UNIT PRICE PROPOSAL:

1. Additional cost over and above the contract amount for weekend or overtime requested by the Owner: \$ 22.00 per man per hour. (Attach schedule if more than one rate applies.)

QUALIFICATIONS: 2. Contractor shall fill in below material manufacturer's company name of materials being bid on.

Coal-tar Membrane:   HyLoad    
Felt:   John Manville    
Bitumen:   John Manville  

EXAMINATION OF SITE: 3. By signing the Proposal Form, Contractor acknowledges he or an authorized representative has examined the roof and is aware of all field conditions (rooftop equipment, penetrations, roof drains, etc.) which may affect the work.

TAXES: 4. Tax Exempt Number 75-6001187 shall be used on this project. Tax should not be included in your bid.

## PROPOSAL: REROOFING AT UFSHUR COUNTY COURTHOUSE

Upon receipt of notice of acceptance of this bid, within thirty (30) days of the date of this proposal, I (or we) agree to execute the formal contract within ten (10) days thereafter, and to deliver a SURETY BOND in the amount of ONE HUNDRED PERCENT (100%) of the contract price for the faithful performance of the contract, and a ONE HUNDRED PERCENT (100%) STATUTORY PAYMENT BOND.

The undersigned agrees to complete all work shown on the drawings and in the specifications within the time limits set forth below subject to additional days that may be added due to inclement weather and/or other justified and reasonable extensions or time as may be approved by the Owner.

Contractors that are awarded contracts shall be prepared to immediately sit down with Uoshur County Representatives and present a plan that will illustrate how progression of work is to take place to insure completion of all work within specified time limits. The time limits are as follows:

If a contractor is awarded the project, project must be completed within sixty (60) calendar days, allowance to be made for rain days, or contractor will be subject to penalty as set forth in the specifications.

THE OFFICIAL WEATHER RECORD WILL BE KEPT IN THE COUNTY JUDGE'S OFFICE.

The undersigned agrees that the owner may retain the sum of THREE HUNDRED DOLLARS (\$300.00) from the amount to be paid to the undersigned for each calendar day that the work contemplated remains incomplete beyond the time set forth, Sundays and Holidays INCLUDED.

This amount is agreed upon as the proper measure of liquidated damages which the owner will sustain per day by failure of the undersigned to complete the work at the stipulated time, and is not to be construed in any sense as a penalty.

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: QUALITY ROOFING CO., INC.

SIGNED BY: \_\_\_\_\_ President  
(sign name in writing) (Title)

ADDRESS: Rt. 12, Box 12571, Tyler, TX 75708-9812

TELEPHONE NUMBER: (214) 597-2717 DATE: 10/8/90

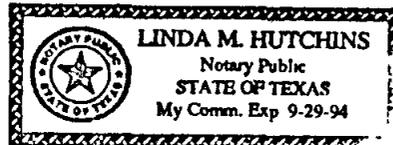
AFFIDAVIT

STATE OF TEXAS  
COUNTY OF

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

(SEAL) Linda M Hutchins  
Notary Public in and for Smith County, Texas  
My commission expires 9/29/94

NOTE: Bids not notarized will not be considered.



CONTRACT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between UPSHUR COUNTY, Gilmer, Texas, herein called "Owner", acting herein through the County Judge, and \_\_\_\_\_ of \_\_\_\_\_ County of \_\_\_\_\_, and State of \_\_\_\_\_, hereinafter called "Contractor".

WITNESSETH: This for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

REROOFING OF UPSHUR COUNTY COURTHOUSE

hereinafter called the project, for the sum of

\$ \_\_\_\_\_ Dollars ( \_\_\_\_\_ ),

and all extra work in connection therewith, under the terms as stated in the Proposal, General Instructions, Materials, and Execution of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices states in the Bid, the plans, which include all maps, plans, blueprints, and other drawings and printed or written matter thereof, the specifications and contract documents as prepared by UPSHUR COUNTY, and as enumerated in the Proposal, General Instructions, Materials, and Execution, all of which are made a part hereof and collectively evidence and constitute the contract.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract. Materials will be paid upon delivery, net ten (10) days, with percentage of completion billed monthly less 10% retainage. The CONTRACTOR shall furnish to the OWNER, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

On completion of the work, the CONTRACTOR shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit which shall bear the approval of the surety on the contract bonds for payment of the final estimate to the CONTRACTOR; thereupon, the final estimate (including retainages) will be approved and paid.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counterparts, each of which shall be deemed as original, in the year and day first above-mentioned.

UPSHUR COUNTY  
(Owner)

(SEAL)

By \_\_\_\_\_

\_\_\_\_\_

(Secretary)

(Contractor)

By \_\_\_\_\_

(Title)

(Address)

NOTE: If Contractor is a corporation, Secretary should attest:

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, personally appeared the affiant and after having been duly sworn, did depose and state that:

My name is \_\_\_\_\_, and I am

\_\_\_\_\_ (State position held in the firm)

in the firm of \_\_\_\_\_ (State firm name and address)

and I have authority to execute contracts in behalf of the aforesaid firm, and have the authority to execute this contract pursuant to its terms and conditions.

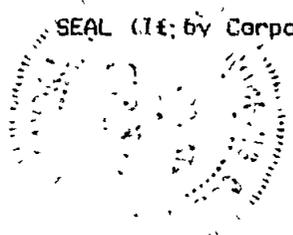
(Signature)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

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

PROPOSAL: REROOFING AT UPSHUR COUNTY COURTHOUSE

I (or we) agree to promptly furnish a correct and current financial statement of condition with list of owned equipment and an experience record of completed projects for examination by owner and architect, if same is required.



SEAL (If by Corporation)

RESPECTFULLY SUBMITTED BY

QUALITY ROOFING CO., INC.

President

TITLE

Rt. 12, Box 12571

ADDRESS

Tyler, TX 75708-9812

Indicate if: ( ) Partnership (XX) Corporation ( ) Sole Owner

If a partnership, list names and addresses of partners:

-----  
-----

If corporation, indicate state in which corporation was organized and is existing:

Texas

Principal Stockholders: (Name and Address)

Larry D. Pack, President, Rt. 12, Box 12571, Tyler, TX 75708-9812

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-----  
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DATE 10-8-90

PROJECT NO. \_\_\_\_\_

BID DATE 10/8/90

VOL 2/6 PG 196

NOTICE OF ACCEPTANCE OF BID

AND

INTENT TO AWARD CONTRACT

This is to notify \_\_\_\_\_ that your  
Name of Contracting Company

company is the apparent successful bidder for reroofing of the  
UPSHUR COUNTY COURTHOUSE

and that your bid has been accepted based on receipt of all required  
submittals.

All submittals as required in General instructions Part \_\_\_\_\_ of the Bid Package  
shall be submitted to the Owner/Owner's Representative within ten (10) days  
of the date of this notice.

FILL IN COMPANY NAME:

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-----  
-----  
-----  
Signature



# Capitol INDEMNITY CORPORATION

(a Stock Company, organized under the laws of Wisconsin)

BOND NO. 272376

## BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, Quality Roofing Co., Inc., Rt. 12, Box 12571, Tyler, Texas 75708-9812

(hereinafter called the "Principal"), as Principal, and the Capitol Indemnity Corporation of Madison, Wisconsin a corporation duly organized under the laws of the State of Wisconsin (hereinafter called the "Surety"), as Surety, are held and firmly bound unto Judge Everett Dean, Upshur County, Texas, P.O. Box 790, Gilmer, Texas 75664

(hereinafter called the "Obligee"), in the sum of 5% of amount of bid not to exceed Forty-Five Thousand & Dollars (\$45,000.00---- no/100-----), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for re-roofing of Upshur County Courthouse

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 4th day of October A.D. 1990

Quality Roofing Co., Inc. (SEAL)

Witness Linda Hutchins

Larry D. Beck (SEAL)  
President (Principal)  
(Title)

CAPITOL INDEMNITY CORPORATION  
a Wisconsin Corporation, (Surety)

Witness Kathy P. Zisch

By: Cheryl L. Humphrey (SEAL)  
Cheryl L. Humphrey, Attorney-in-Fact  
(Title)

The Texas Property and Casualty Insurance Guaranty Act, Article 21,28-C, exempts fidelity and surety bonds from the Act. Thus, these contracts must have the Disclosure of Guaranty Fund Nonparticipation Notice attached.

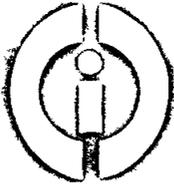
This regulation is effective immediately and applies to all contracts issued after January 1, 1990. The exact wording of the Notice is as follows:

Disclosure of Guaranty Fund Nonparticipation

In the event the insurer is unable to fulfill its contractual obligation under this policy or contract or application or certificate or evidence of coverage, the policyholder or certificateholder is not protected by an insurance guaranty fund or other solvency protection arrangement.

TEXAS LAW REQUIRES US TO ADVISE YOU OF THE FOLLOWING...

"COMPLAINT NOTICE: Should any dispute arise about your premium or about a claim you have filed, contact the agent or write to the company that issued the policy, bond or certificate. If the problem is not resolved, you may also write the State Board of Insurance, P.O. Box 149091, Austin, Texas 78714-9091, (512)-475-1771. This notice of complaint procedure is for information only and does not become a part or condition of this policy, bond or certificate."



# Capitol INDEMNITY CORPORATION

4610 UNIVERSITY AVENUE, SUITE 1400, MADISON, WISCONSIN 53705-0900  
PLEASE ADDRESS REPLY TO P O BOX 5900, MADISON WI 53705-0900  
PHONE (608) 231-4450 • FAX (608) 231-3125

## POWER OF ATTORNEY

No 272376

**Know all men by these Presents,** That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Madison, Wisconsin, does make, constitute and appoint ----- **V. R. DAMIANO, JR., CHERYL L. HUMPHREY, BETTY J. DAMIANO, SHANE A. HUMPHREY** -----  
OR **MALAYE MENGEL** -----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----NOT TO EXCEED \$500,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 5th day of May 1960:

"RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company, the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

**IN WITNESS WHEREOF,** the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested by its Secretary, this 24th day of October, 1988.

### CAPITOL INDEMNITY CORPORATION

Attest.

*Virgiline M. Schulte*  
Virgiline M. Schulte, Secretary

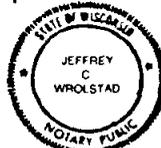


*George A. Fait*  
George A. Fait, President

STATE OF WISCONSIN }  
COUNTY OF DANE }

On the 24th day of October, A.D., 1988, before me personally came George A. Fait, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Dane, State of Wisconsin, that he is the President of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

STATE OF WISCONSIN }  
COUNTY OF DANE }



*Jeffrey C. Wroldstad*  
Jeffrey C. Wroldstad  
Notary Public, Dane Co., WI  
My Commission is Permanent

### CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Madison. Dated the \_\_\_\_\_th day of October, 19 90.



*Paul J. Breitmeyer*  
Paul J. Breitmeyer, Treasurer

This power is valid only if the power of attorney number printed in the upper right hand corner appears in red. Photocopies, carbon copies or other reproductions are not binding on the company. Inquiries concerning this power of attorney may be directed to the Bond Manager at the Home Office of the Capitol Indemnity Corporation.

PROPOSAL: REROOFING AT UPSHUR COUNTY COURTHOUSE

NAME OF BIDDER: Curtis-McKinley Roofing and Sheet Metal, Inc.

DATE: October 8, 1990

Judge Everett Nean  
Upshur County, Texas  
P. O. Box 790  
Gilmer, Texas 75664

Dear Sir:

The undersigned, in compliance with your advertisement for Bids for Reroofing on certain areas of the following building:

UPSHUR COUNTY COURTHOUSE

have examined the Drawings and Specifications, together with the related documents and all conditions surrounding the work, and having visited the sites of the proposed work, hereby, proposes to furnish all work in every detail in accordance with the Contract Documents with the time set forth herein and at the prices stated below. These prices shall cover all expenses incurred in performing the work under the Contract Documents, of which the Proposal is a part.

Attached herewith, please find (Cashier's Check) (Certified Check)  
(Bid Bond) in the amount of \$ 5% five percent (5%)  
of the bid.

I (or we) acknowledge receipt of the following addenda.

ADDENDA #1:        (Initial)

ADDENDA #2:        (Initial)

ADDENDA #3:        (Initial)

PROPOSAL: REROOFING AT UPSHUR COUNTY COURTHOUSE

BID INVITATION

Sealed proposal addressed to:  
Judge Everett Dean  
Upshur County, Texas  
P. O. Box 790  
Gilmer, Texas 75664,

for Reroofing certain areas at the UPSHUR COUNTY COURTHOUSE located in Gilmer, Texas, all in accordance with the Proposal, General Instructions, Materials, Execution, Drawings, and Contract Documents, will be received at the UPSHUR COUNTY COURTHOUSE, until not later than 9:00 A. M., C. S. T., on ~~10-8-90~~ 10-8-90. Bids will be publicly opened and read aloud at the Courthouse, same date and time. Any bid received AFTER the closing time WILL NOT BE CONSIDERED, AND WILL BE RETURNED UNOPENED. Bidder shall identify his bid on the outside of the envelope by writing the words:

"PROPOSAL FOR REROOFING AT GILMER, TEXAS FOR THE UPSHUR COUNTY COURTHOUSE

No oral, telephone, or telegraphic bids will be considered. The Proposal, General Instructions, Materials, Execution, Drawings, and Contract Documents may be obtained from the UPSHUR COUNTY COURTHOUSE, JUDGE EVERETT DEAN, 214/846-3083.

A mandatory Pre-Bid Conference will be held at 1:15 P. M. on 10-01-90 at the COURTHOUSE, located at Gilmer, Texas.

A Cashier's Check, Certified Check, or Surety Company Bid Bond in the amount of Five Percent (5%) of the largest possible total of bid submitted will be required with each bid proposal if the total contract price exceeds \$25,000.00. Bids will be received PER ATTACHED PROPOSAL FORM, to include all work shown and specified.

The County Commissioners of Upshur County reserve the right to reject any one and/or all bids, to waive any formalities or irregularities, and to award the Contract in the best interest of the County.

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ADDENDUM NO. 1 October 1, 1990

PAGE 3 OF 5

PROPOSAL: REROOFING AT UPSHUR COUNTY COURTHOUSE

CONTRACT DOCUMENTS: Having examined the Proposal, General Instructions, Materials, Execution, Drawings, and Contract for the project and Conditions for Reroofing work, and having examined the premises and circumstances affecting the work, the undersigned offer:

OFFER: 1. To furnish all labor material, tools, equipment, transportation, bonds, all applicable taxes, incidentals, and other facilities, and to perform all work for the said Reroofing for the Courthouse:

BASE BID - ROOF AREA(S): \_\_\_\_\_ \$ 49,260.00  
ALTERNATE BID #1 - Flashing Repairs: \_\_\_\_\_ ADD \$ 5,000.00  
ALTERNATE BID #2 - Downspout Repairs: \_\_\_\_\_ ADD \$ 3,500.00  
ALTERNATE BID #3 - Delete Flood Coat and Gravel: \_\_\_\_\_ \$ 3,600.00

UNIT PRICE PROPOSAL:

1. Additional cost over and above the contract amount for weekend or overtime requested by the Owner: \$ 20.00 per man per hour. (Attach schedule if more than one rate applies.)

QUALIFICATIONS: 2. Contractor shall fill in below material manufacturer's company name of materials being bid on.

Coal-tar Membrane: Hyload  
Felt: Manville  
Bitumen: Manville

EXAMINATION OF SITE: 3. By signing the Proposal Form, Contractor acknowledges he or an authorized representative has examined the roof and is aware of all field conditions (rooftop equipment, penetrations, roof drains, etc.) which may affect the work.

TAXES: 4. Tax Exempt Number 75-6001187 shall be used on this project. Tax should not be included in your bid.

We acknowledge Addendum #1.

By: [Signature]

PROPOSAL: REROOFING AT UPSHUR COUNTY COURTHOUSE

Upon receipt of notice of acceptance of this bid, within thirty (30) days of the date of this proposal, I (or we) agree to execute the formal contract within ten (10) days thereafter, and to deliver a SURETY BOND in the amount of ONE HUNDRED PERCENT (100%) of the contract price for the faithful performance of the contract, and a ONE HUNDRED PERCENT (100%) STATUTORY PAYMENT BOND.

The undersigned agrees to complete all work shown on the drawings and in the specifications within the time limits set forth below subject to additional days that may be added due to inclement weather and/or other justified and reasonable extensions of time as may be approved by the Owner.

Contractors that are awarded contracts shall be prepared to immediately sit down with Upshur County Representatives and present a plan that will illustrate how progression of work is to take place to insure completion of all work within specified time limits. The time limits are as follows:

If a contractor is awarded the project, project must be completed within sixty (60) calendar days, allowance to be made for rain days, or contractor will be subject to penalty as set forth in the specifications.

THE OFFICIAL WEATHER RECORD WILL BE KEPT IN THE COUNTY JUDGE'S OFFICE.

The undersigned agrees that the owner may retain the sum of THREE HUNDRED DOLLARS (\$300.00) from the amount to be paid to the undersigned for each calendar day that the work contemplated remains incomplete beyond the time set forth, Sundays and Holidays INCLUDED.

This amount is agreed upon as the proper measure of liquidated damages which the owner will sustain per day by failure of the undersigned to complete the work at the stipulated time, and is not to be construed in any sense as a penalty.

PROPOSAL: REROOFING AT UPSHUR COUNTY COURTHOUSE

I (or we) agree to promptly furnish a correct and current financial statement of condition with list of owned equipment and an experience record of completed projects for examination by owner and architect, if same is required.

SEAL (If by Corporation)



RESPECTFULLY SUBMITTED BY

Curtis-McKinley Roofing and Sheet Metal, Inc

TITLE Terry McKinley, President

P. O. Box 3105

ADDRESS

Longview, Texas 75606

Indicate if: ( ) Partnership (X) Corporation ( ) Sole Owner

If a partnership, list names and addresses of partners:

If corporation, indicate state in which corporation was organized and is existing:

Texas

Principal Stockholders: (Name and Address)

Terry McKinley

DATE

PROJECT NO.

BID DATE

# Gramercy Insurance Company Houston, Texas

## BID BOND

BOND NO. 422401831

KNOW ALL MEN BY THESE PRESENTS:

That we, CURTIS-McKINLEY ROOFING & SHEET METAL, INC.

P. O. Box 3105, Longview, Texas 75606, as Principal, and  
GRAMERCY INSURANCE COMPANY, 11111 Katy Freeway #1000, Houston, Texas 77079, as  
Surety, are held and firmly bound unto UPSHUR COUNTY COMMISSIONERS COURT

, as Obligee, in the  
penal sum of not to exceed four Thousand Four Hundred And No/100  
Dollars, (\$ 4,400.00), lawful money of the United States of America, for  
the payment of which, well and truly to be made, we bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly  
by these presents.

WHEREAS, the said Principal has herewith submitted a bid proposal for

REROOF GILMER COURTHOUSE

NOW THEREFORE, the condition of the above obligation is such that if  
Principal shall execute a contract and give bond for the faithful performance  
thereof within sixty (60) days after being notified in writing of the award of  
such contract to Principal, or if the Principal or Surety shall pay the Obligee  
the sum, not exceeding the penal sum hereof, by which the amount of the contract  
covering the said proposal, properly and lawfully executed by and between the  
Obligee and the third party, may exceed the amount bid by Principal, then this  
obligation shall be void; otherwise to remain in full force and effect.  
Provided, however, that neither Principal nor Surety shall be bound hereunder  
unless the Obligee, prior to the Principal's execution of the contract, shall  
furnish evidence satisfactory to Principal and Surety that financing has been  
firmly committed to cover the entire cost of said contract; and further provided,  
however, that if said contract is not awarded within sixty (60) days of date of  
bid opening, this bond shall be void and of no force and effect.

SIGNED, sealed and dated this 11th day of June

**CURTIS-McKINLEY ROOFING  
& SHEET METAL, INC.**

Principal

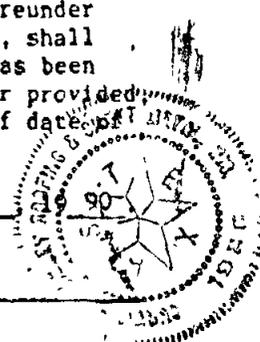
By: [Signature]

Title: [Signature]

**GRAMERCY INSURANCE COMPANY**

By: [Signature]

Attorney-in-fact Don E. Cornell



**STATE OF TEXAS**  
**NOTARY PUBLIC**  
 My commission expires on 09-01-2002  
 My office is located at 11111 Katy Freeway #1000, Houston, Texas 77079  
 My commission was issued by Don E. Cornell  
 My commission number is 11111  
 My commission expires on 09-01-2002  
 My office is located at 11111 Katy Freeway #1000, Houston, Texas 77079  
 My commission was issued by Don E. Cornell  
 My commission number is 11111  
 My commission expires on 09-01-2002  
 My office is located at 11111 Katy Freeway #1000, Houston, Texas 77079  
 My commission was issued by Don E. Cornell  
 My commission number is 11111

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GRAMERCY INSURANCE COMPANY  
11111 Katy Freeway, Suite 1000  
Houston, Texas 77079

No 422401831

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS

That Gramercy Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas, having its principal office in Houston, Texas, pursuant to the following resolution which is now in full force and effect:

"That each of the following officers: Chairman, President, Executive Vice President, any Vice President, Secretary, any Assistant Secretary, may from time to time appoint Attorneys-in-Fact, and Agents to act for and on behalf of the Company and may give any such appointee such authority as his certificate of authority and other writings obligatory in the nature of a bond, and any of said officers of the Board of Directors may at any time remove any such appointee and revoke the power and authority given him," does hereby make, constitute and appoint:

PAULINE L. LESCH, CLEM P. LESCH OR DON E. CORNELL  
its true and lawful attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf, and as its act and deed, as follows.

All bonds except Bail Bonds and not to exceed on any single instrument ... (\$150,000.00) .....  
ONE HUNDRED FIFTY THOUSAND DOLLARS AND NO/100s.....

IN WITNESS WHEREOF, The Gramercy Insurance Company has caused these presents to be signed by its President, and its Corporate Seal to be affixed, this 21st day of December, 1988.

*Brian A. Lewis*  
Brian A. Lewis, President



STATE OF TEXAS )  
County of Harris )



On this 21st day of December, 1988, before me, a Notary Public of the State of Texas came Brian A. Lewis to me personally known to be the individual and officer described herein, and who executed the preceding instrument, and acknowledged the execution of the same, and being by me duly sworn, deposed and said, that he is the officer of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signature as an officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

*Patricia A. Quinn*

Notary Public, State of Texas  
My Commission Expires 3-29-93

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal at Houston, Texas, the day and year above written.

CERTIFICATE

I, the undersigned, Secretary of Gramercy Insurance Company, a Corporation of the State of Texas, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked, and furthermore, that the Resolution of the Board of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the said Company at Houston, Texas, dated this 11th day of June, 19 90

*John S. Meind*

VOID if this line not in RED INK

WILSON-RILEY, INC.

PHONE 214-597-5051

P. O. BOX 4010 9149 HIWAY 69 NORTH  
TYLER, TEXAS 75712-4010

VOL 36 PG 209

Oct. 3, 1990

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

Gentlemen:

We submit the follow price for your road oil needs.  
Delivery will be made to any Upshur County location  
for a price of 23.50 PER BARREL

Thank you so much for your past business and friend-  
ship.

Sincerely,

Lionel Riley



The above price is based on current average whole-  
sale price, and will be escalated or de-escalated  
in proportion to the costs paid by the bidding  
company for the road oil.

VOL 36 PG 210

THE UPSHUR COUNTY COMMISSIONERS' COURT WILL OPEN AND ACCEPT BIDS ON MONDAY, OCTOBER 8, 1990, AT 9:00 A.M., BULK FUEL AND ROAD OIL.

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, OCTOBER 8, 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.

DONA FLIPPO  
UPSHUR COUNTY AUDITOR

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: Wilson-Riley, Inc.

SIGNED BY: Lionel Riley Pres.  
(sign name in writing) (Title)

ADDRESS: P.O. Box 4010, Tyler, TX 75712

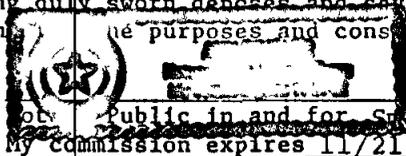
TELEPHONE NUMBER: 314-597-5251 DATE: 10-3-90

AFFIDAVIT

STATE OF TEXAS  
COUNTY OF

Before me the undersigned authority on this the 03 day of Oct., 19 90 personally appeared Lionel Riley who being duly sworn deposes and says that he signed the above instrument for the purposes and considerations herein expressed.

(SEAL)



Ann Dingler  
Notary Public in and for Smith County, Texas  
My commission expires 11/21/92

NOTE: Bids not notarized will not be considered.

**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 based 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 is 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 11 below.
11. If delay is 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 Upshur 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 Upshur County.

COUNTY OF UPSHURSpecifications for Asphalt Base Crude Oil

The following tests and specifications are in accordance with applicable Texas Test Methods or ASTM testing procedures:

<u>Test</u>	<u>Specifications</u>	
	<u>Min.</u>	<u>Max.</u>
Flash Point, C.O.C.F. (ASTM D-92)	300	-
Kinematic Viscosity @ 140F, cst (ASTM D-2170)	-	550
Loss at 212F, 20 gms. 5 hrs., %	-	3.0
Water and Sediment, %	-	2.0
Asphalt Content @ 100 Penetration, @77F, %	65	80
Parafin, %	-	5.0
Sulfur, %	-	5.0

1. Successful bidder's Asphalt Base Crude Oil is subject to visual inspection by the County, prior to or during the "mixing" operation. Should the road oil not meet specifications, Upshur County reserves the right to cancel the contract in case the successful bidder fails to correct the non-compliance with specifications.
2. Bid price should include cost of delivery.

For further information contact:

Upshur County Courthouse  
P. O. Box 730  
Gilmer, Texas 75644  
(214)843-3083 Ext. 35

**Note:** For telephone recording announcing the daily Refinery Price for Asphalt Based Crude Oil, call: (713)656-2400 or (312)856-3114

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Bid is \$1.50/bbl above Exxon Posted Price

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: Roadway Oil Co, Inc

SIGNED BY: Roy Hunt V-Pres  
(sign name in writing) (Title)

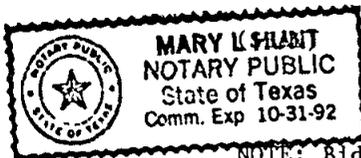
ADDRESS: P.O. Box 203, Winnsham, Tx. 75494

TELEPHONE NUMBER: (214) 42-5336 DATE: 10-8-90

AFFIDAVIT

STATE OF TEXAS  
COUNTY OF

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



Roy Hunt  
Notary Public in and for Upshur County, Texas  
My commission expires 10-31-92

NOTE: Bids not notarized will not be considered.

B U D G E T     A D M E D M E N T

DATE:

HONORABLE COMMISSIONERS COURT OF UPSHUR COUNTY:

I SUBMIT TO YOU FOR YOUR CONSIDERATION THE FOLLOWING LINE-ITEM TRANSFERS:

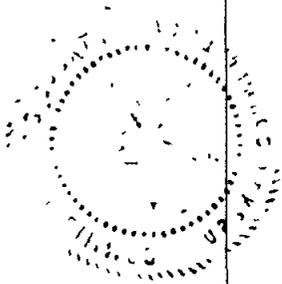
	FUND	DEPT.	ACCT.	AMOUNT
FROM:	10	510	3490	\$ 100
TO:	10	510	3220	\$ 100

REASON:

*Alona Stipp*  
 -----  
 DEPARTMENT HEAD *Auditor*

APPROVED COMMISSIONERS COURT

*Beyla Shaw*  
 -----  
 ATTEST COUNTY CLERK



BUDGET ADMEDMENT

DATE:

HONORABLE COMMISSIONERS COURT OF UPSHUR COUNTY:

I SUBMIT TO YOU FOR YOUR CONSIDERATION THE FOLLOWING LINE-ITEM TRANSFERS:

	FUND	DEPT.	ACCT.	AMOUNT
FROM:	28-	650	3010	\$ 600
TO:	28	650	3080	\$ 100
			4330	250
			4335	250

REASON: to move County portion to line items -

Donna Fligg  
DEPARTMENT HEAD Caucaster

APPROVED COMMISSIONERS COURT

Ray A. Shaw  
ATTEST COUNTY CLERK



B U D G E T      A D M E D M E N T

DATE:

HONORABLE COMMISSIONERS COURT OF UPSHUR COUNTY:

I SUBMIT TO YOU FOR YOUR CONSIDERATION THE FOLLOWING LINE-ITEM TRANSFERS:

	FUND	DEPT.	ACCT.	AMOUNT
FROM:	10	435	4145	\$ 470
TO:	10	435	5450	\$ 470

REASON:

*Dona Flynn*  
-----  
DEPARTMENT HEAD *Auditor*

-----  
APPROVED COMMISSIONERS COURT

*Beyla Shaw*  
-----  
ATTEST COUNTY CLERK



VOL 36 PG 218 B U D G E T A M E N D M E N T

DATE:

HONORABLE COMMISSIONERS COURT OF UPSHUR COUNTY:

I WOULD LIKE TO REQUEST THE AMENDMENTS TO MY DEPARTMENTAL BUDGET:

FUND	DEPT.	ACCT.	AMOUNT
17- <del>003</del>	1613		22,000.00

REASON: *Shortage*

THERE ARE NO AREAS IN MY CURRENT BUDGET TO REDUCE IN ORDER TO FUND THE ABOVE MENTIONED ITEMS.

APPROVED COMMISSIONERS COURT

*David Kozl*

DEPARTMENT HEAD

*Res. J. Shaw*  
ATTEST COUNTY CLERK



BUDGET AMENDMENT

DATE:

HONORABLE COMMISSIONERS COURT OF UPSHUR COUNTY:

I WOULD LIKE TO REQUEST THE AMENDMENTS TO MY DEPARTMENTAL BUDGET:

FUND	DEPT.	ACCT.	AMOUNT
18	614		29,000.00

REASON: *shortage*

THERE ARE NO AREAS IN MY CURRENT BUDGET TO REDUCE IN ORDER TO FUND THE ABOVE MENTIONED ITEMS.

APPROVED COMMISSIONERS COURT  
*Jonny Catlett*  
DEPARTMENT HEAD

*Rev. G. Shaw*  
ATTEST COUNTY CLERK



B U D G E T     A D M E D M E N T

DATE:

HONORABLE COMMISSIONERS COURT OF UPSHUR COUNTY:

I SUBMIT TO YOU FOR YOUR CONSIDERATION THE FOLLOWING LINE-ITEM TRANSFERS:

	FUND	DEPT.	ACCT.	AMOUNT
FROM:	17	613	3380	\$ 400
TO:	17	613	5350	\$ 400

REASON: *not a budgeted line item*

*David Kopf*

DEPARTMENT HEAD

APPROVED COMMISSIONERS COURT

*Greg A. Shaw*

ATTEST COUNTY CLERK



B U D G E T      A D M E D M E N T

DATE:

HONORABLE COMMISSIONERS COURT OF UPSHUR COUNTY:

I SUBMIT TO YOU FOR YOUR CONSIDERATION THE FOLLOWING LINE-ITEM TRANSFERS:

	FUND	DEPT.	ACCT.	AMOUNT
FROM:	15-611		3380	\$ 600
TO:	15	611	4700	\$ 600

REASON: ice machine rental

*Gaddis Lutz*  
-----  
DEPARTMENT HEAD

-----  
APPROVED COMMISSIONERS COURT

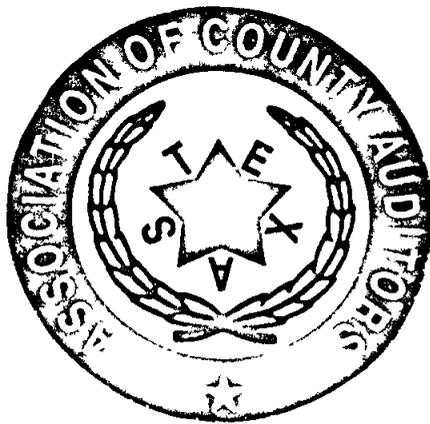
*[Signature]*  
-----  
ATTEST COUNTY CLERK



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TEXAS ASSOCIATION OF COUNTY AUDITORS

1990 ANNUAL CONFERENCE



OCTOBER 24, 25, 26, 1990

BEAUMONT, TEXAS

JEFFERSON COUNTY

Annual Conference  
Texas Association of County Auditors  
October 24-26, 1990

Beaumont Plaza Holiday Inn  
I-10 at Walden Rd.  
Beaumont, Texas

Program

Wednesday, October 24, 1990

1:30 p.m. to 5:30 p.m.	Registration - Conference Foyer
4:30 p.m. to 5:30 p.m.	New Auditors' Reception - In hotel atrium near the waterfall
6:30 p.m.	Les le bon ton roule. (Let the good times roll.) Board buses in front of hotel for a taste of Southeast Texas----- Cajun Style. (Dress Casual) (Buses will return to hotel as they are filled.)

Thursday, October 25, 1990

8:00 a.m.	Registration - Conference Foyer
8:30 a.m.	Conference Opening - Houston Room President Margaret Barrett, Bowie County Auditor  Pledge of Allegiance  Welcome Address - Honorable Richard LeBlanc, Jr., Jefferson County Judge

9:00 a.m.	Personnel Management - (Speaker to be announced) Texas Commission on Human Rights
10:00 a.m.	Break
10:15 a.m.	County Purchasing Requirements- An overview of statutory requirements and an open forum of questions and answers - Jim Edwards, Office of the Texas Comptroller of Public Accounts, Local Government Division
11:15 a.m.	Messages from County Official Associations - Presented by Presidents or representatives from various county official associations.
12:00 p.m.	Lunch
1:30 p.m.	Accounting and Auditing for Trust Funds of the County and District Clerks-Bob Mathison, Office of the Texas Comptroller of Public Accounts, Local Government Division
2:30 p.m.	Risk Management - Max Wilson Assistant Manager, Risk Management Services, Texas Association of Counties
3:30 p.m.	Break
3:45 p.m.	General Business Meeting Reports of Committees Election of Officers Other Business
6:30 p.m.	President's Reception - In the hotel atrium near the waterfall
7:30 p.m.	President's Dinner - San Antonio-Houston-Dallas Rooms Installation of Officers

9:00 p.m.

President's Ball - (We're gonna have a ball, alright - 1950's - style!) Dance to the music of DUCK SOUP. So, put on your bobbie socks, baby. Poodle skirts & duck tails also welcome! After the Dinner change into your 50's duds if you dare - I will if you will

Friday, October 26, 1990

8:30 a.m.

Financial Reporting Update - Michael H. Granaf, Ph. D., The University of Texas

9:30 a.m.

The Legislative Process - Ken King, Director, Governmental Relations, Texas Association of Counties

10:30 a.m.

Break

10:45 a.m.

Record Retention Requirements- Robert Schaadt, Texas State Library, Local Records Division

11:45 a.m.

Adjourn

Texas Association of County Auditors  
Auditors' Spouses' Society Program  
Retired Auditor Touring Society Program

Wednesday, October 24, 1990

Same as County Auditors'  
Program

Thursday, October 25, 1990  
9:30 a.m. to 3:00 p.m.

Tour of Beaumont Museums:

Gladys City Boom Town

Art Museum of Southeast  
Texas

Edison Plaza Museum

Lunch - Green Beanery  
Cafe

Texas Energy Museum

Tyrrell Historical  
Library

McFaddin-Ward House

6:30 p.m.

President's Reception

7:30 p.m.

President's Dinner

9:00 p.m.

President's Ball

Friday, October 26, 1990

Free Time

Texas Association of County Auditors  
Pre-Conference and Post-Conference Activities

Tuesday, October 23, 1990

2:00 p.m.

TACA Law Study Committee Meeting

3:00 p.m.

TACA Board of Directors Meeting  
(check at front desk for meeting  
locations)

Wednesday, October 24, 1990

9:00 a.m.

Golf Tournament - Chambers County  
Golf Course, Anahuac, Tx. - Hosted  
by Jimmie Moorhead, Chambers County  
Auditor (Meet in front of hotel at  
8:00 a.m.)

Green Fees \$ 5.50

Cart Fee \$12.72

4-Man Scramble Format

Friday, October 26, 1990

4:30 p.m.

Delta Downs Horse Racing, Vinton,  
La. Clubhouse fee \$4.50.  
Transportation cost will depend on  
number attending.

Date: 10-8-90

COMMISSIONER COURT  
ATTENDANCE SHEET

Name	City of Residence
Herman Vilk	Belmont
Dean Miller	KILGORE
Phillip Williams	Longview News-Journal
Jerry McKinley	Longview
Jack Ford	Gilmer
Larry Baste	Hawkins
M. H. Smith	Lynch
Eva Anderson	Gilmer



