

**UPSHUR COUNTY COMMISSIONERS COURT**

GILMER, TEXAS

2-8-93

Commissioners Court met in regular session with all members present.

Motion by Tommy Stanley seconded by Gaddis Lindsey to approve the minutes of the previous meeting. Motion carried.

Dean Miller, with ARMKO Industries, met with the court to present his report on the condition of the library. He presented the existing conditions that are causing problems and recommendations to solve them. The main problem is the gutter design and also the edge detail design and metal wall cap design. The projected cost estimates were presented. After some discussion, a motion was made by Gaddis Lindsey seconded by David Loyd to initiate repairs and to meet with the City of Gilmer to work out sharing the cost of this. Motion carried, copy attached.

Sheriff Buck Cross met with the court to request he be allowed to keep 50% of the money he generates by housing out of county and state ready prisoners to buy vehicles for his department. He stated that some of his vehicles have over 100,000 miles on them and he can buy new cars through the state program. There was a question as to whether the state had been paying this. The sheriff said he had been getting copies of letters sent to Judge Dean saying they had paid but the auditor and treasurer indicated they were unaware of any payments. The auditor got a print-out that showed they have been paying although she has not seen a check. It was pointed out that the money the sheriff's office was projected to receive had already been budgeted for. Motion by Judge Dean to allow the sheriff to have this money effective to December 31, 1993. After some more discussion the Judge rescinded his motion and made a motion to table this for further study. Second by Tommy Eatherton. Motion carried.

Bids for the county depository were opened. The bids were from First National Bank and Gilmer National Bank. Motion by David Loyd seconded by Gaddis Lindsey to table the bids for study. This motion was withdrawn when it was pointed out that this needs to be done as soon as possible. The county auditor and treasurer took the bids to study. Tommy Eatherton will abstain from voting on this.

Motion by Gaddis Lindsey seconded by Tommy Eatherton to terminate the contract with ETCOG for the mapping for the 911 system since the county has already hired someone to do this. Motion carried.

Motion by David Loyd seconded by Tommy Stanley to appoint Chuck Wells of Big Sandy to the Upshur County Rural Fire Protection Board. Motion carried.

Motion by Gaddis Lindsey seconded by Tommy Eatherton to approve the deputation of Henry M. Kuza in the Sheriff's Department. Motion carried, copy attached.

Motion by Judge Dean seconded by Gaddis Lindsey to appoint Miles King to the HUDCO Board. Motion carried.

Motion by Tommy Stanley seconded by Tommy Eatherton to adopt the resolution for a grant from ETCOG to the Juvenile Probation Department. Motion carried, copy attached.

A letter and bid were presented on land sold for taxes. This was from Donald R. Wheeler II and he offered \$2,000.00. Motion by Tommy Eatherton seconded by David Loyd to table this and study since this is for 2 acres of land and a house and the taxes owed are for \$5,142.86. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by Tommy Eatherton to accept the resignation of Cloddie Henson as the Rabies Control Officer. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by Tommy Stanley to approve the payment of the bills now due. Motion carried, copy not attached.

Motion by Tommy Stanley seconded by Gaddis Lindsey to accept the First National Bank as the county's depository. Motion carried, copy attached. Tommy Eatherton abstained.

Motion by Gaddis Lindsey seconded by Tommy Stanley to approve the permit application of Jim Berry Contractors to install a culver extension within ROW of White Oak Road. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by Tommy Stanley to approve the permit application of Kevin Foster to install a culvert within ROW of Hawk Road. Motion carried, copy attached.

Motion by David Loyd seconded by Tommy Stanley to exclude from payment a bill for dues owed by the ex-county agent. This will be taken off the bills just approved for payment. Motion carried.

Motion by Tommy Eatherton seconded by Tommy Stanley to approve the permit application of Angie Burks to install a culvert within ROW of Groundhog Road. Motion carried, copy attached.

Motion by Tommy Eatherton seconded by David Loyd to approve the filling of an abandoned well on the property of Buddy Tillery. Motion carried, copy attached.

Motion by David Loyd seconded by Tommy Stanley to approve the special road use agreement by Tim Brotherton to haul logs on Almond and Scrub Pine Roads. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by Tommy Stanley to approve the special road use agreement by Lasco to haul logs on North Point Pleasant and Fir Roads. Motion carried, copy attached.

Motion by Tommy Eatherton seconded by Gaddis Lindsey to approve the financial report as presented. Motion carried, copy on file.

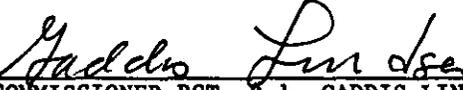
Motion by Tommy Stanley seconded by Gaddis Lindsey to accept the financial statement for the Juvenile Probation Department. Motion carried, copy on file.

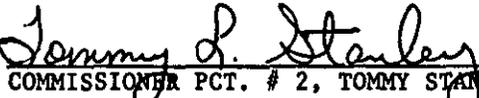
Motion by Tommy Eatherton seconded by Gaddis Lindsey to approve the payroll changes of Pam Wesson, James Griswold, George Solois, Emma Smith, Lisa Jacobs and Nadra Smith. Motion carried, copy attached.

Motion by Tommy Stanley seconded by Gaddis Lindsey to accept the treasurer's monthly report. Motion carried, copy attached.

Motion by Tommy Stanley seconded by Gaddis Lindsey to adjourn. Motion carried.


COUNTY JUDGE, EVERETT DEAN


COMMISSIONER PCT. # 1, GADDIS LINDSEY


COMMISSIONER PCT. # 2, TOMMY STANLEY


COMMISSIONER PCT. # 3, DAVID LOYD


COMMISSIONER PCT. # 4, TOMMY EATHERTON

AN ARMKO INDUSTRIES, INC.
INSPECTION REPORT
FOR: UPSHUR COUNTY COMMISSIONERS COURT
UPSHUR COUNTY LIBRARY
GILMER, TEXAS

The contents of this report are considered to be private data of Armko Industries, Inc., and are provided for the exclusive use of Upshur County Commissioners Court, Gilmer, Texas. Therefore, the contents herein may not be used or reproduced without the specific written permission of Armko Industries, Inc.

VOL 40 PG 218

February 6, 1993

Upshur County Commissioners Court
Upshur County Courthouse
Gilmer, Texas



301 EAST MAIN, SUITE 302
KILGORE, TEXAS 75662
903/984-5143
FAX 903/984-6548

Subject: Roof Condition Report, Upshur County Library

Dear Sirs

On January 21, 1993 Mr Ray Rhoder and I inspected the subject roof. The report follows. Thank you for calling on me and Armko Industries, Inc for your roofing concerns.

Sincerely yours,

(1) *Dean Miller*

Dean Miller
Vice President, Pulp and Paper Roofing Division

Enclosures

CORPORATE OFFICE: 3003 LBJ FRWY. • SUITE 237 • DALLAS, TX 75234 • 214/243-5441 • FAX 214/241-8921

1.00 EXISTING CONDITIONS

The 14,400 square foot building has two roof levels. At the east end of the building is an area of 3,500 square feet. The main roof is approximately 10,900 square feet.

Water entry is evident around virtually the entire interior building perimeter. Stains are seen either on the ceiling tiles, or on the carpet, or both.

On top of the buildings we found the roofs to be standing seam metal roofs. In the field of the roof only minor problems were found around a few pipes which penetrate the roof. It appears that the leaks are likely being caused by built-in design shortcomings along with normal thermal movement inherent in any metal roof installation.

1.01 Design Shortcomings

- A. Gutter Design (See sketch)
- B. Edge Detail Design
- C. Metal Wall Cap Design

1.01.1 Gutter Design

The gutter is placed on top of the building wall. If the gutter design is faulty, or if any part of the gutter leaks, (gutter joints, which inherently exhibit substantial thermal movement, will periodically require resealing throughout the life of the building to prevent leaking) water from the gutter can only fall into the building or building wall.

As seen in the accompanying sketch, the outside edge of the gutter is higher than the level of the roof. Therefore, the gutter will fill up during a hard rain. When it fills up, it will obviously run over. With the gutter being placed on top of the wall, that water spilling out of the gutter will run into the building or building wall.

1.01.2 Edge Detail

Metal buildings are typically waterproofed entirely by metal. If joints in the metal are not perfectly sealed, water will leak into the building.

1.01.3 Metal Wall Cap (Coping)

The metal coping on top of the parapet wall is the "roof" over the wall. Water that enters through any open coping joints will either remain trapped within the walls, enter the building, and/or force itself out of the exterior of the wall. Water entry through the open joints can be, and presently are, very problematic.

In addition, wind has blown the cap loose in areas, particularly along the east wall. See the Condition Photographs. Such stress will obviously break any joint sealant at the lap joints in the wall cap.

1.01.4 Walls, Windows and Brick Ledge

Some of the water may also be entering the building through the brick and mortar, through failed caulking at expansion joints in the brick wall and at

window and door frames and, especially along the east side of the building, at ground level. On the east side of the building dirt is as high or higher than the bottom course of the brick. This can force water into the building at ground level.

1.02 Thermal Movement

Metal expansion/contraction cycles play the major role in maintenance requirements for metal roofing systems. This movement creates significant stress on sealants used to seal any joints in the system. The stress eventually causes the sealant to fail which obviously causes openings to form at these joints. Where the roof is dependent upon this sealant for its watertight integrity, when the sealant fails, the roof leaks. Since even the best caulks and sealants available will not withstand this inherent movement forever, the joints in a metal roof system are simply ongoing maintenance items.

2.00 RECOMMENDATIONS

2.01 Gutters

Gutters need to be removed, modified, and additional wall protection installed. Given the present design, leaks will be an ongoing problem. This work can be accomplished while still maintaining the appearance of the building.

2.02 Edge Detail

Some time ago metal seams were sealed with a low grade asphalt based material. As would be expected, this material provided only a short term repair. The material has now failed and the leaks have returned. With the failed asphalt repairs in place, proper repairs will be more difficult to make.

Repairs can take one of two paths. Cheapest and easiest (Option 1) will be to clean the old repairs as best as can be done, then apply a better type repair. Leaks should be halted for a time. At some point though, due to the aforementioned thermal movement, these repairs too will fail. Metal roofs are simply roofs which require periodic maintenance.

A more positive repair (Option 2) would be to remove the metal flashing and replace it with new, properly configured metal and properly applied sealants. However, this will be significantly more expensive.

Given the project cost difference, Option 1 appears to be a better path.

2.03 Metal Wall Cap

The wall cap should be removed, the wall should have a waterproofing membrane installed and then, ideally, a new metal cap with improved design should be installed. If the desire is to hold the repairs to minimum cost, the existing cap can be reinstalled after installation of the membrane.

2.04 Structural Design Considerations

While I did not see this for myself, Mrs. Morrison reported to me that during a snow/ice storm the ceiling tile supports deflected enough to cause numerous ceiling tiles to fall to the floor. She showed me a scratch on the wall which she said occurred when this

deflection occurred. This scratch is an estimated two to three inches (2" to 3") long, meaning that the ceiling, and therefore the roof and its structural steel, deflected two to three inches.

Mrs. Momson also stated that workmen simply walking across the roof have caused ceiling tiles to fall. If the structure is, in fact, this lightweight, it too, i.e., in addition to the roof system and details, may be significantly underdesigned. Not being a structural engineer, I can only *strongly* urge you to have a competent structural engineer examine the integrity of the structure.

2.05 Repair Phases

Rather than throw money at the problem, a more directed approach might be taken. That approach will involve doing only work deemed necessary to stop the leaks and protect the building. This work is herein deemed "Phase 1" work. Should that work not stop the leaks, then the "Phase 2" work should be undertaken.

2.05.1 Phase 1

- a. Gutter rework
- b. Provide seal beneath wall cap (new or existing as determined by the Court)
- c. Rework of edge details
- d. Necessary caulking of wall joints, window and door frames
(Any Phase 1 repair project must include this recaulking of the open wall expansion joints and around window and door frames. A concern here is that many roofing contractors do a poor and messy job of caulking. Proper, neat application must be insisted on.)

2.05.2 Phase 2

Phase 1 work will likely solve many, if not all, of the water infiltration problems. However, it is possible that additional work (Phase 2) will be required. This work could include both waterproofing of the back wall and removal of dirt from the foundation along the east side of the building.

2.05.3 Structural Evaluation

This evaluation should be undertaken regardless of whether any roofing or waterproofing work is done. No cost estimates are provided for this recommendation.

300 PROJECTED COSTS

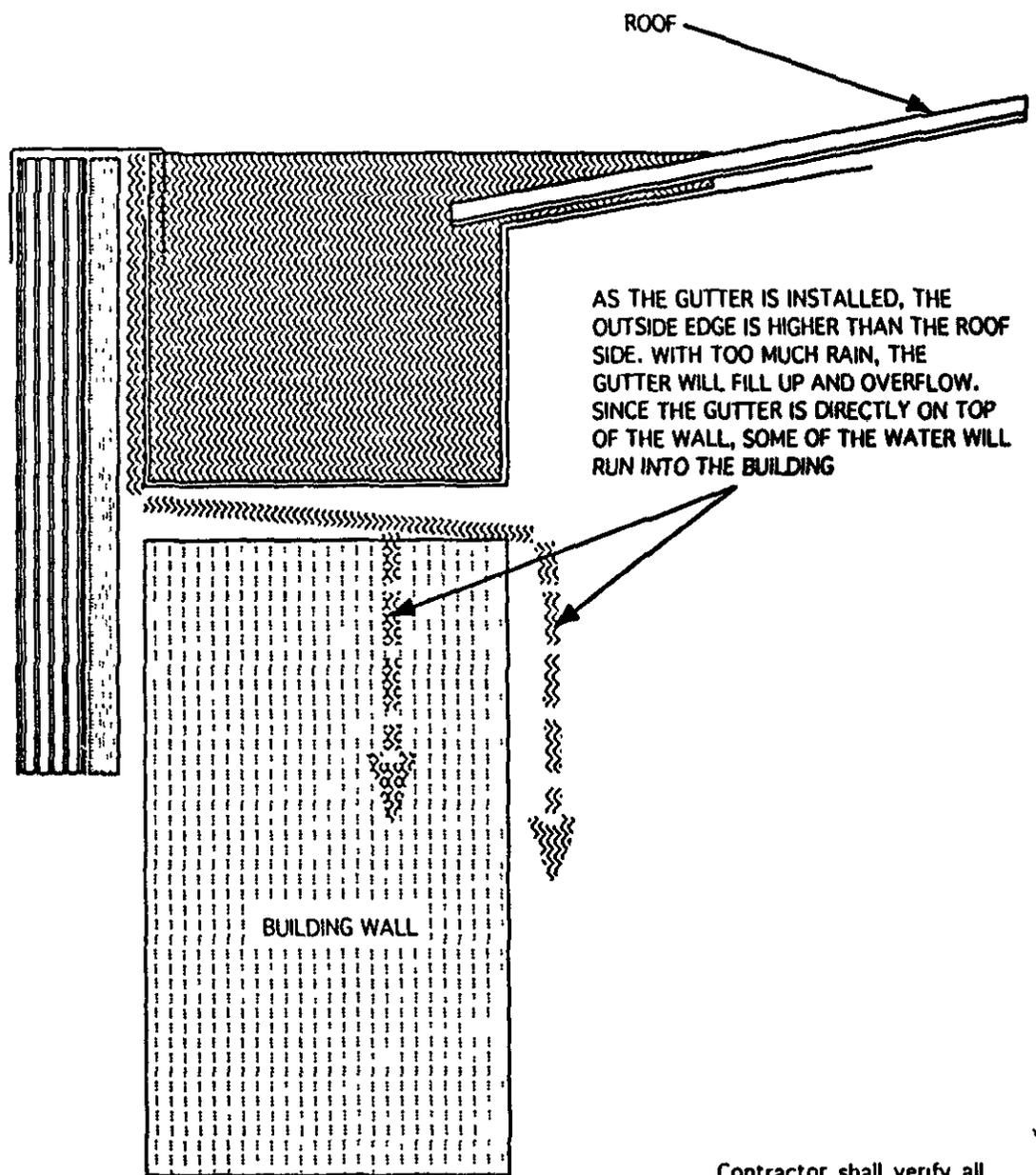
	<u>Option 1</u>	<u>Option 2</u>
301 <u>Phase 1 Projected Costs</u>		
Wall Cap (Reuse existing wall cap) (New wall cap)	\$2,100	\$3,600
Gutters	\$4,200	\$4,200
Edge Detail (Rework Existing) (Replace Metal)	\$1,800	\$6,000
Miscellaneous Repairs and Caulking	\$1,000	\$1,000
MINIMUM EXPENDITURE (Option 1)	\$9,100	
RECOMMENDED EXPENDITURE (New Wall Cap)		\$10,600
ALL OPTION 2 WORK		\$14,800

302 Phase 2 Projected Costs

Phase 2 work (if required) (Repair and waterproof walls and complete dirt work around foundation) **\$10,000**

NOTE The cost data provided is in no way to be construed as a quotation by Amko Industries, Inc nor by any contractor. While we make every attempt to present accurate project cost estimates, Amko Industries, Inc. must first, on your behalf, prepare a complete set of specifications for the work. Then, working closely with you, we request quotations from competent contractors.

NOTE. Final budget estimates may vary from the amounts given above, depending on tie in requirements to the existing roof, condition of substrate beneath the original roof, etc



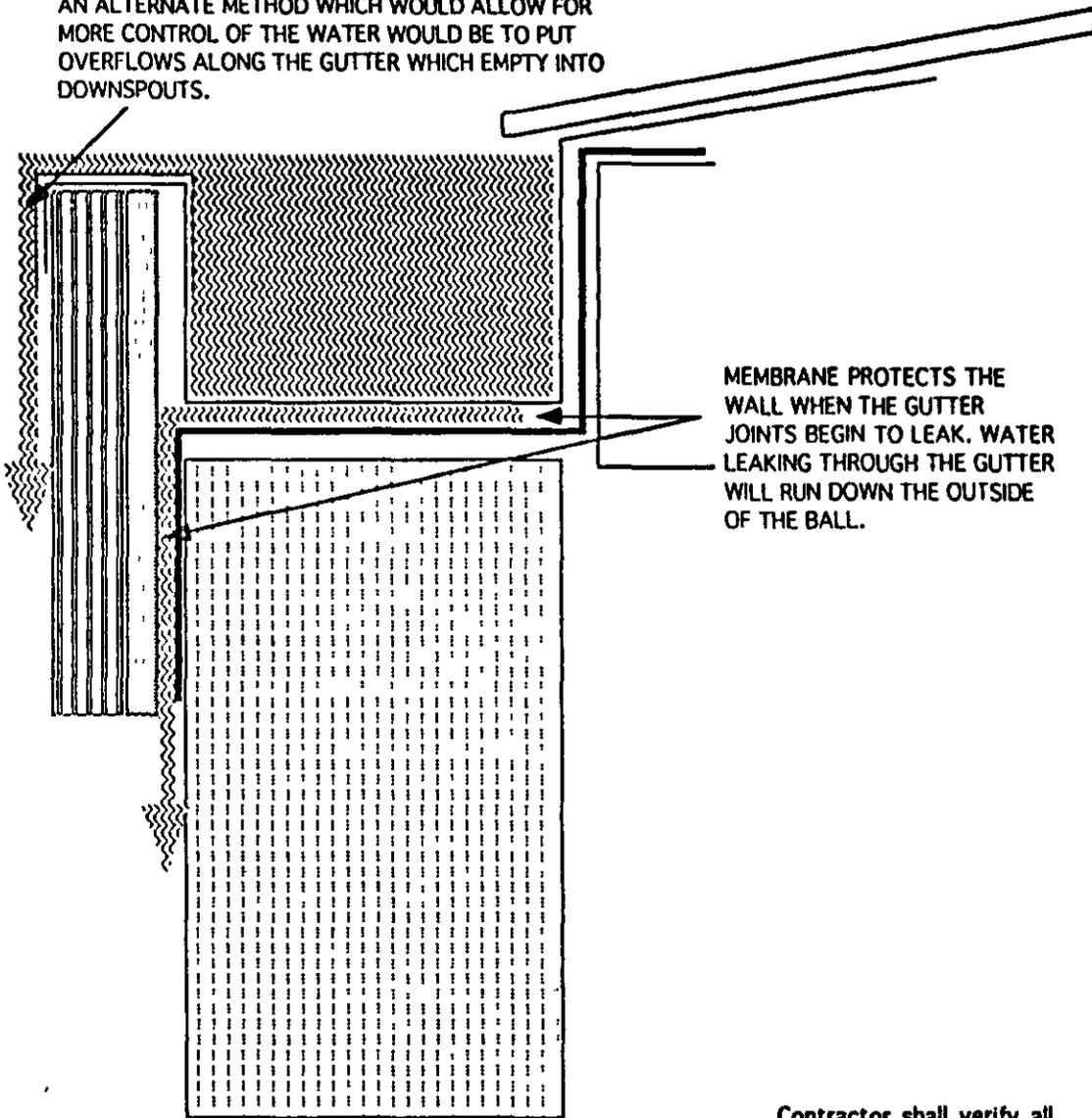
AS THE GUTTER IS INSTALLED, THE OUTSIDE EDGE IS HIGHER THAN THE ROOF SIDE. WITH TOO MUCH RAIN, THE GUTTER WILL FILL UP AND OVERFLOW. SINCE THE GUTTER IS DIRECTLY ON TOP OF THE WALL, SOME OF THE WATER WILL RUN INTO THE BUILDING

Contractor shall verify all dimensions, penetrations, curbs, etc. Those shown are typical, but may not be all inclusive.

METAL BUILDING GUTTER DETAIL		
Scale: NONE	EXISTING GUTTER CONFIGURATION	Drawn By: Dean Miller
Date: 2/93		Revised:
UPSHUR COUNTY LIBRARY		
ARMKO IND.	3612 Danville Dr., Kilgore, Texas 75662, 903/984-5143	

THIS MODIFICATION OF THE GUTTER WILL CAUSE THE WATER TO RUN TO THE OUTSIDE OF THE BUILDING IF IT FILLS WITH WATER, NOT INTO THE BUILDING.

AN ALTERNATE METHOD WHICH WOULD ALLOW FOR MORE CONTROL OF THE WATER WOULD BE TO PUT OVERFLOWS ALONG THE GUTTER WHICH EMPTY INTO DOWNSPOUTS.



MEMBRANE PROTECTS THE WALL WHEN THE GUTTER JOINTS BEGIN TO LEAK. WATER LEAKING THROUGH THE GUTTER WILL RUN DOWN THE OUTSIDE OF THE WALL.

Contractor shall verify all dimensions, penetrations, curbs, etc. Those shown are typical, but may not be all inclusive.

METAL BUILDING GUTTER DETAIL		
Scale: NONE	MODIFIED GUTTER CONFIGURATION	Drawn By: Dean Miller
Date 2/93		Revised
UPSHUR COUNTY LIBRARY		
ARMKO IND.	3612 Danville Dr , Kilgore, Texas 75662, 903/984-5143	

CONDITION PHOTOGRAPHS
FOR
UPSHUR COUNTY COMMISSIONERS COURT
GILMER, TEXAS

UPSHUR COUNTY LIBRARY

by
dean miller
armko industries, inc.
february, 1993

1. Two levels of roof are present on this building. The lower roof is on the east end of the building. The problematic gutters are located behind the metal panels seen at the top of the wall over the arches.
2. This gutter and its location over the building wall presents perhaps the single biggest problem on the building.
3. Gutter joints will nearly always present problems on buildings. Temperature cycles cause the metal gutter sections to expand and contract on a daily basis. These cycles steadily flex the joint sealer soon, or at best eventually, causing it to fail. Obviously when the joints fail, water leaks through the joints. Being located on top of the building wall, open gutter joints allow this water to filter directly into the wall and building.

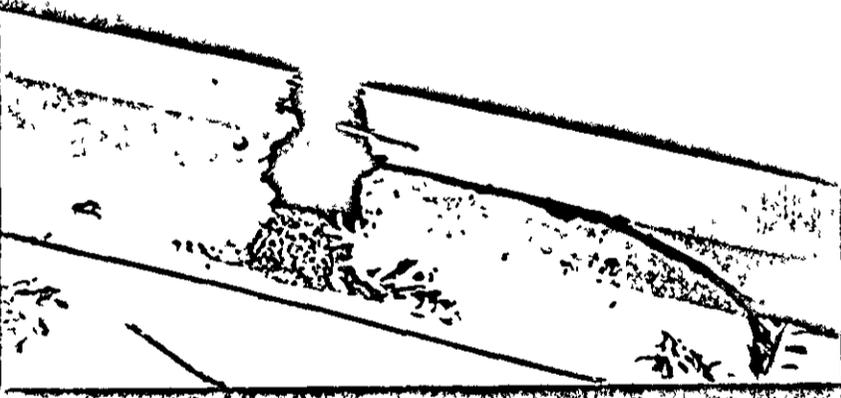
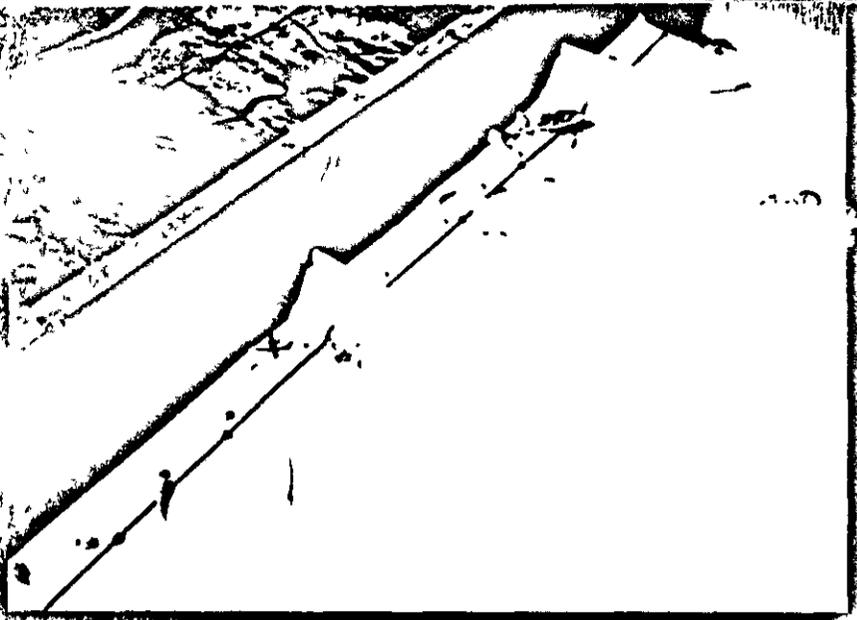
February 7, 1993

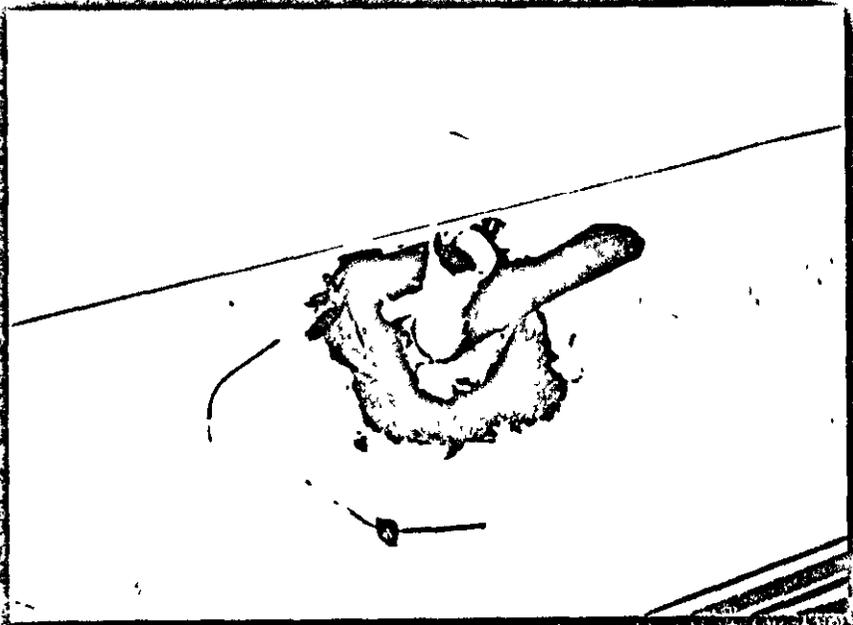
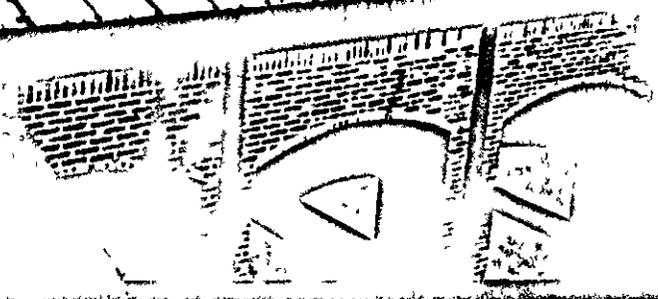
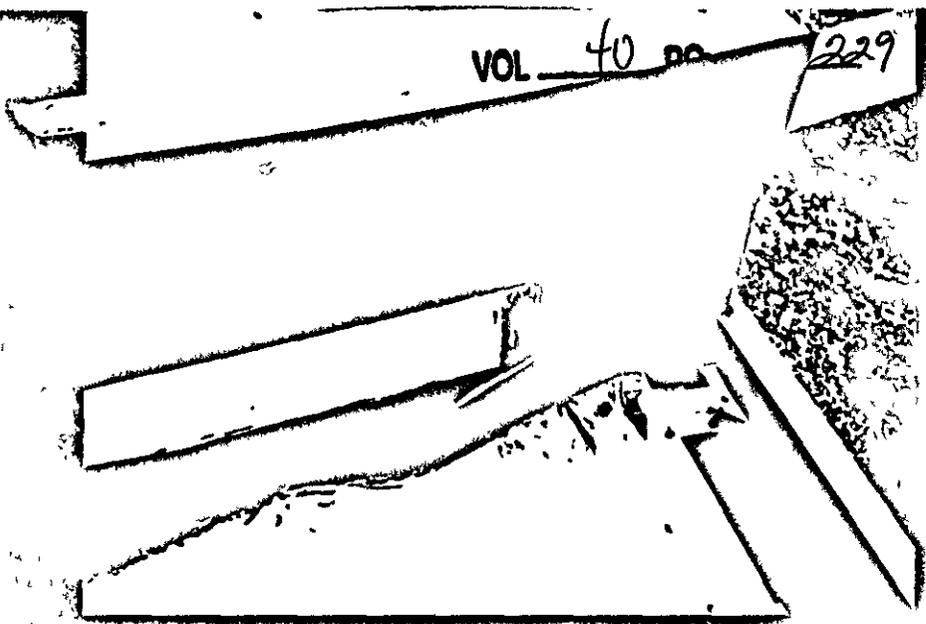
CONDITION PHOTOGRAPHS FOR UPSHUR COUNTY LIBRARY

4. Gutter design allows water to overflow the outside edge of the gutter. When this happens, the overflow runs down the outside wall of the building.
5. Downspouts are inset into the brick wall. There is no brick behind the downspouts, only porous concrete block. After work is done on the gutter and perimeter problems, there may still be leaks through the block here. If that is the case, the downspouts must be removed and the block waterproofed.
6. Along the side walls past repairs have been made to the lap joints in the sheet metal closure panels. The low grade asphalt repairs have failed. Even worse, this type repair makes proper future repairs more difficult and therefore more costly.

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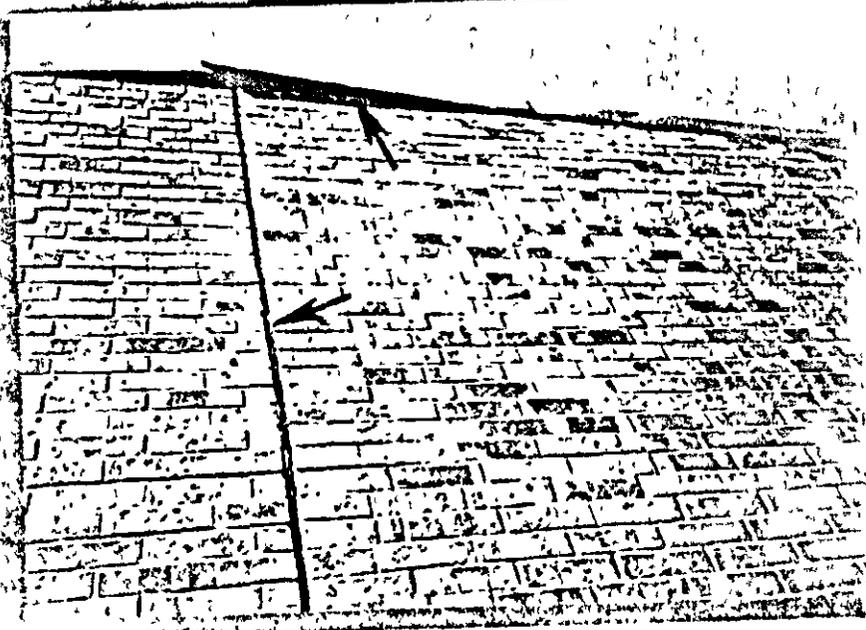
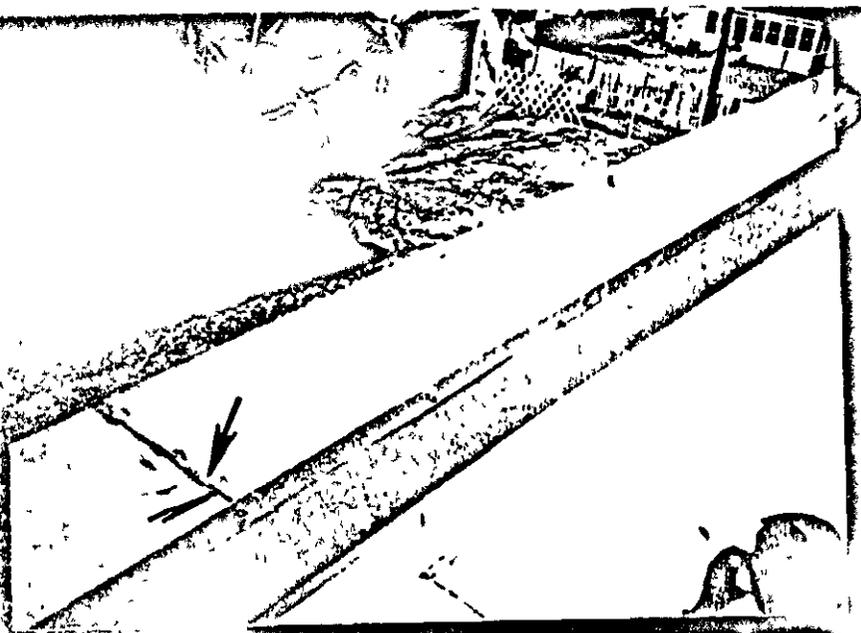
7. At the low edge of the wall the sheet metal closure has been installed so that water is forced into the lap joint rather than being "shingled" so that water will run across the joint.
8. Viewed from the higher roof of the main building, the enclosed gutter (lower arrow) and the problematic side walls (upper arrow) typical of both buildings can be seen.
9. A few projections through the roof sheets are in need of repair. These are minor, but important, problems which must be corrected.

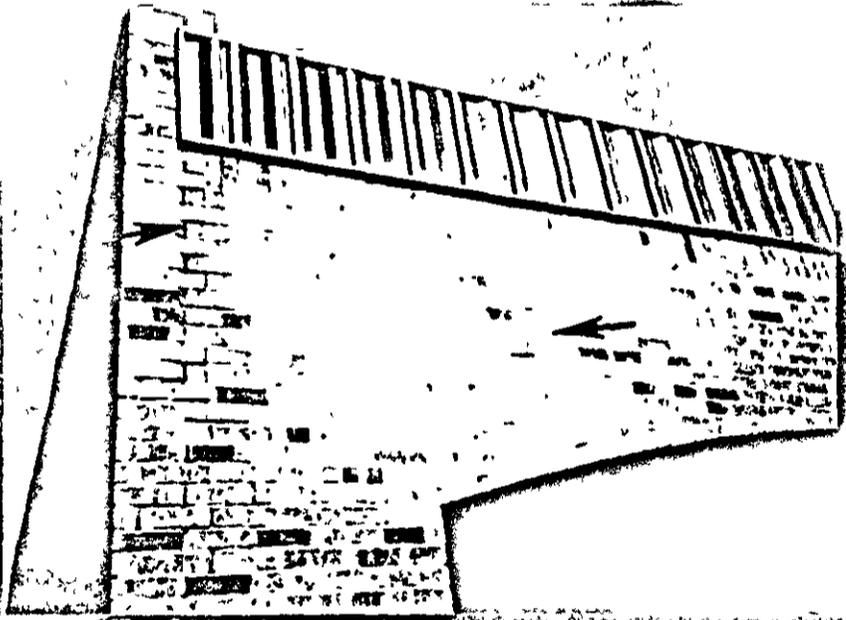
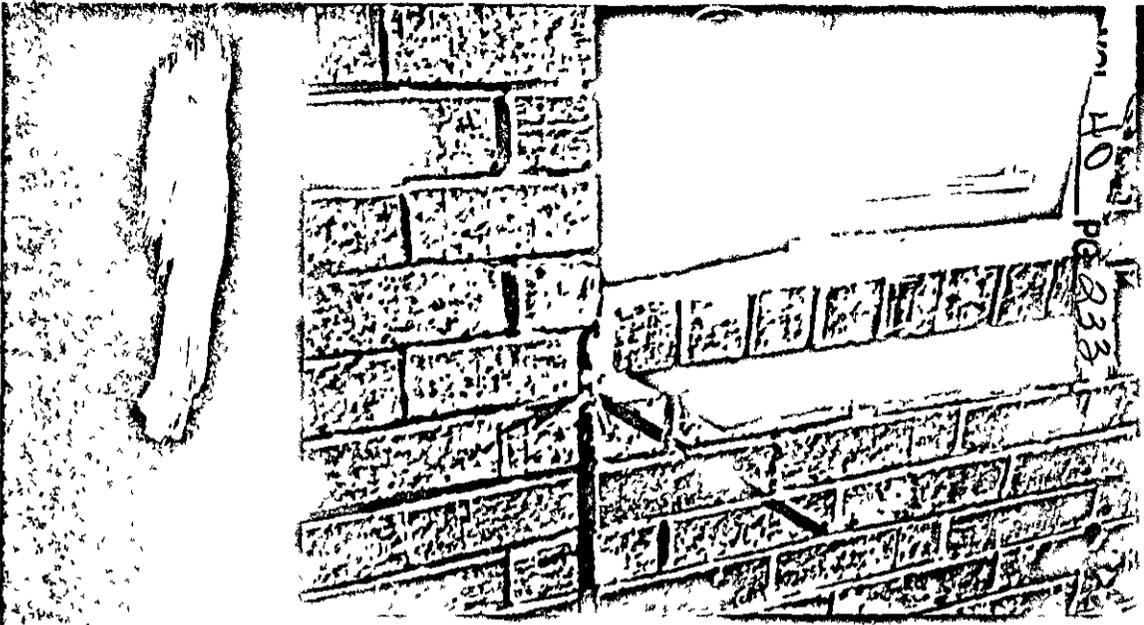
February 7, 1993

CONDITION PHOTOGRAPHS FOR UPSHUR COUNTY LIBRARY

10. The metal wall cap has been badly damaged by the wind. It remains bent and relatively loosely anchored.
11. Virtually all joints in the wall cap are open.
12. This photograph shows both an example of an expansion joint which needs recaulking in the brick wall and an example of wind damage to the metal wall cap.

February 7, 1993





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CONDITION PHOTOGRAPHS FOR UPSHUR COUNTY LIBRARY

13. and 14.

Caulking is open around many of the window and door frames.

In the center photograph, #14, note that dirt is well up on the brick. Depending on the construction of the building and the condition of any brick/foundation seal, this cover of dirt can help force water into the building at the foundation level.

15. The aforementioned gutter is directly behind the metal panel seen at the top of the wall. It is easily seen from this view that any problems with the gutter will cause water to directly enter the building.

In this location, i. e., at the southwest corner of the main building, there is a major crack in mortar joints between the brick. It is quite difficult to see, but the right arrow points to a portion of this crack.

The other thing obvious in the photograph is the water stain beneath the extreme left edge of metal wall panel. This is an area where distinct gutter problems are found.

February 7, 1993

February 6, 1993

Upshur County Commissioners Court
Upshur County Courthouse
Gilmer, Texas

Subject: Consulting Proposal, Upshur County Library

Dear Sirs

With regard to the recommended repairs to the library roof, Armko Industries, Inc. is pleased to offer the following proposals

Armko Industries, Inc will perform the following functions as per your directions

OPTION A

1. Prepare a complete set of specifications
2. Conduct a Pre Bid Conference
- 3 Assist in job supervision with periodic inspections of the work in progress



301 EAST MAIN, SUITE 302
KILGORE, TEXAS 75662
903/984-5143
FAX 903/984-6548

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The cost for OPTION A will be \$2,800

OPTION B

- 1 Work with a contractor selected by the Commissioners and acceptable to Amko Industnes, Inc to fully plan the required work
2. Review that contractor's plan, proposal and quotation in conjunction with the Commissioners
- 3 Assist in job supervision with periodic inspections of the work in progress

The cost for OPTION B will be \$1,660

Thank you for this opportunity to continue our working with you

Sincerely yours,



Dean Miller
Vice President, Pulp and Paper Roofing Division

Enclosures

12,280

CORPORATE OFFICE: 3003 LBJ FRWY. • SUITE 237 • DALLAS, TX 75234 • 214/243-5441 • FAX 214/241-8921

UPSHUR COUNTY, TEXAS

DEPOSITORY CONTRACT

Whereas, the Commissioners' Court of Upshur County, Texas has published notices asking that sealed bids be submitted preparatory to the selection by the Commissioners' Court of a County Depository, as is required by law, said notice stating, among other things, that the Depository thus to be selected by the Commissioners' Court should be the Depository for County funds, money collected and held by any district, county or precinct officer and funds belonging to any district or other municipal subdivision not selecting its own depository, as required under Paragraph (a) of Article 2549, and that the amount of such monies for which the depository should furnish security are approximately as follows:

1. Funds belonging to Upshur County, which shall also cover the funds deposited by all offices of the County, \$4,500,000
2. Funds belonging to Upshur County, Permanent and Available School Funds, \$1,500,000
3. Funds belonging to Upshur County, Trust and Agency funds, District Clerk, \$500,000

WHEREAS, First National Bank of Gilmer, Texas, a national banking corporation domiciled in the City of Gilmer, Upshur County, Texas submitted its written bid in response to said notice, which was received by said Commissioners' Court and entered upon its Minutes; and said Commissioners' Court by this order has accepted the bid of First National Bank of Gilmer, and on February 8, 1993, designated said First National Bank of Gilmer as County Depository and as the Depository for the funds hereinabove

mentioned: and

WHEREAS, said First National Bank of Gilmer, which for brevity is hereinafter sometimes referred to as Bank and sometimes as Depository, hereby accepts said designation as the depository for the public funds hereinabove mentioned and agree to serve as such until sixty (60) days after the time fixed by law for the next selection of a depository, which statutory time is presently February, 1995, or until such time as a new bank has qualified as County Depository, whichever should sooner occur. First National Bank of Gilmer, desires to qualify as such depository by pledging with the Commissioners' Court securities, in the amount provided by law under Article 2547 (c), but limited to United States Government bonds, notes, and bills, United States Agencies, Federal Housing Authority bonds, Farmer's Home Administration notes, Federal National Mortgage Association bonds, and Municipal Securities bearing Moody's A or better rating. Such securities so pledged shall be deposited in Trust with NCNB Texas National Bank of Dallas without expense to the County under an appropriate contract to be drawn conformably to the requirements of the Depository Law and in accordance with this contract. The amount of securities so pledged shall be determined by their market value.

NOW, THEREFORE, in consideration of the premises, and for the purposes and upon the conditions hereinstated, First National Bank of Gilmer does hereby assign to and pledge with Upshur County and the Commissioners' Court thereof security as follows:

See attached schedules of securities, said securities being of the kind and character authorized to be thus pledged by paragraph (c) of article 2547 of the Revised Civil Statutes of Texas as amended by the Legislature of said State, but limit to the kind and character stated herein.

First National Bank of Gilmer as such Depository hereby acknowledges itself duly and firmly bound for the faithful performance of all of the duties and obligations devolving by law upon it as such Depository; that all funds deposited with it as such Depository shall be faithfully kept by such Depository and accounted for according to law; that with respect to the funds belonging to the County, or under its jurisdiction and control, it will pay upon presentation all checks and drafts drawn on said Depository by the County Treasurer of said County, when sufficient funds are on deposit therefore.

When the securities pledged hereunder shall be in excess of the amount required under the provisions of Article 2547 and other pertinent statutes, the Commissioners' Court shall permit the release of such excess. When the funds on deposit with said Depository Bank shall for any reason increase beyond the amount of security provided, said Bank shall immediately pledge additional securities to the Commissioners' Court hereunder to the end that securities pledged shall at no time be less than the total amount of funds on deposit in the Depository Bank and covered by this Depository contract. The Bank shall have the right of substituting other securities for those herewith pledged, or any part thereof, provided the securities substituted meet the requirements of the law and this contract and are

approved by the Commissioners' Court. The pledge of securities therein mentioned is for the purpose of securing the faithful performance by said Bank of its duties as Depository as herein set forth. A monthly statement listing securities and their market value shall be submitted to the County Treasurer upon request.

In keeping with the bid proposal filed by the Bank with the Commissioners' Court, the Bank agrees to pay interest on "Demand Deposits"/Transaction Accounts of the County. To the extent permitted by applicable laws and regulations, on any Demand Deposit/transaction account with a balance of \$100,000.00 or less, but more than \$1,500.00, interest will be paid at a rate of 3% (Now Accounts). Although the Bank plans to pay the rates as indicated, we reserve the right not to be contractual obligated to accept these rates for more than thirty (30) days. Should banking regulations permit obligation during the life of this contract, we will be so bound. Interest will be computed and paid on the last day of each month. The Bank reserves the right to require seven (7) days notice prior to withdrawal or transfer of funds from these "Demand Deposits"/Transaction accounts.

The Bank also agrees to pay interest on "Time Deposits". To the extent permitted by applicable laws and regulations, interest on each time deposit will be paid at the following per annum rates, computed on the basis of a three hundred sixty five (365) day year and paid to the County on any schedule specified by the County so long as the method specified is permitted under applicable laws and regulations:

AMOUNTS LESS THAN \$100,000

7 TO 29 DAYS	6 MONTH TREASURY BILL PLUS .27
30 TO 59 DAYS	6 MONTH TREASURY BILL PLUS .27
60 TO 89 DAYS	6 MONTH TREASURY BILL PLUS .27
90 TO 179 DAYS	6 MONTH TREASURY BILL PLUS .27
180 TO 364 DAYS	6 MONTH TREASURY BILL PLUS .27
365 DAYS AND OVER	6 MONTH TREASURY BILL PLUS .27

AMOUNTS \$100,000 OR MORE

7 TO 29 DAYS	6 MONTH TREASURY BILL PLUS .27
30 TO 59 DAYS	6 MONTH TREASURY BILL PLUS .27
60 TO 89 DAYS	6 MONTH TREASURY BILL PLUS .27
90 TO 179 DAYS	6 MONTH TREASURY BILL PLUS .27
180 TO 364 DAYS	6 MONTH TREASURY BILL PLUS .27
365 DAYS AND OVER	6 MONTH TREASURY BILL PLUS .27

Interest will be based on floating interest rate of daily published auction rate of the U. S. Treasury Bill plus basis points as stated with a floor of 3.67% on amounts under \$100,000 and a floor of 3.67% on amounts over \$100,000. If the County elects to name the Bank as paying agent on County bonds, the Bank agrees to serve as paying agent on such bonds and interest coupons without charge.

The Bank will handle any and all deficiency warrants as may be issued by Upshur County, when presented to said Bank for payment, until the date payment is made by the Treasurer of Upshur county. County indebtedness may be transferred at no additional charge to designated Depository, with interest charged at Prime Rate as published in the WALL STREET JOURNAL. Interest rates on new borrowing will also be Prime Rate as published in the WALL STREET JOURNAL, floating.

Services rendered by the Bank as required by the County shall be provided at no charge for service charge on checking accounts, including stop payments, bank statements, printed STOCK checks

and deposit slips, four (4) safety deposit boxes, safe storage of computer tapes in vault, wire services, coin and currency wrappers, bank bags and lock bags. No limit is required on Savings Account balances on deposit. Interest on Savings Accounts will be paid at Three and three fourths per cent (3.75%) per annum - rate keyed to three (3) month T-Bill rate and subject to change quarterly.

The Commissioners' Court reserves the right to direct the County Treasurer to withdraw any amount of funds of the county that are deposited in the County Depository and that are not required immediately to pay obligations of the County, and invest those funds in direct debt securities of the United States.

IF First National Bank of Gilmer shall faithfully do and perform all the duties and obligations devolving on it by law as the County Depository of Upshur County, and shall upon presentation pay checks drawn on it by the County Treasurer of Upshur County, Texas on "Demand Deposits"/transaction accounts in such Depository, and shall faithfully keep said County funds, and accounts in such Depository, and shall account for same according to law, and account for all funds belonging to the County which are deposited with it under the requirements of Article 2547, Vernon's Annotated Revised Civil Statutes, and shall include state funds collected, and shall pay the interest at the rate hereinabove stipulated on "Time Deposits: and "Demand Deposits", and shall, at the expiration of the term for which it has been chosen, turn over to its successor all the funds, property, and other things of value coming into its hands as Depository, then

and in that event this Contract is to be and becomes null and void and the securities above shall be returned to the pledgor. Should Bank default in the payment of any checks properly drawn upon it, or default in the payment of any "Time Deposit", "Demand Deposit", or any other account upon proper presentation, providing such account or accounts be not overdrawn, or otherwise default in the performance of any obligation or duty of the Bank under Texas Statutory law or under the terms of the Depository Contract, then, in such event, County shall have all the rights and duties of a "secured creditor" under Chapter 9 of the Business and Commerce Code of Texas Civil Statutes and any other rights it may have under law.

Any suit arising out of or in any way connected with this Contract shall be tried in the County of Upshur and State of Texas in any Court therein having jurisdiction of the subject matter thereof.

FURTHERMORE, the pledge of the securities thereunder shall extend to, cover and secure all funds of governmental agencies authorized by law to be collected by the County Tax Collector, which he may collect and deposit as authorized by law with the Bank as County Depository.

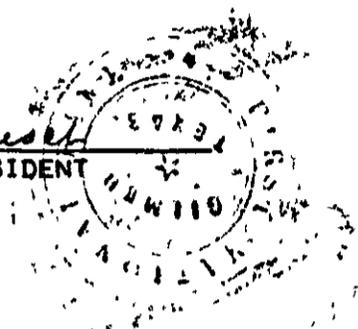
IN TESTIMONY WHEREOF, witness the signature of First National Bank of Gilmer, Texas on this the 12th day of February, 1993, acting by and through its officers, who are hereunto duly authorized by resolution of the Bank's Board of Directors, and of Upshur county, acting by and through its Commissioners' Court, and pursuant to order of said Commissioners' Court dated the 8th day of February, 1993.

FIRST NATIONAL BANK OF GILMER

William Cross
PRESIDENT

ATTEST:

Rae Mary Besset
ASST. VICE PRESIDENT



(SEAL)

UPSHUR COUNTY

Edward Deane
COUNTY JUDGE

Ray Shaw
COUNTY CLERK

Gaddis Lindsey
COMMISSIONER, PRECINCT NO. 1

Sam L. Stanley
COMMISSIONER, PRECINCT NO. 2

David Loyd
COMMISSIONER, PRECINCT NO. 3

COMMISSIONER, PRECINCT NO. 4



(SEAL)



First National Bank

GILMER, TEXAS
Member F.D.I.C.

STATEMENT OF CONDITION .

AT THE CLOSE OF BUSINESS DECEMBER 31, 1991

AT THE CLOSE OF BUSINESS DECEMBER 31, 1992

RESOURCES

Loans	\$36,898,517 18
Banking House	1,029,392 78
Fixtures	157,971 68
United States Securities	67,862,363 42
Municipal Securities	7,882,981 87
Federal Funds Sold	2,818,134 09
Other Securities	2,115,044 36
Cash and Due from Banks	4,838,864 77
Other Assets	3,278,860.65
TOTAL	\$126,882,130 80

RESOURCES

Loans	\$35,666,954 62
Banking House	979,376 78
Fixtures	126,700 72
United States Securities	78,606,452 29
Municipal Securities	6,692,432.36
Federal Funds Sold	4,264,167.86
Other Securities	2,115,342.12
Cash and Due from Banks	5,884,334 67
Other Assets	3,061,585 42
TOTAL	\$137,397,346.84

LIABILITIES

Capital Stock	\$ 1,500,000 00
Surplus	1,500 000 00
Undivided Profits	10,158,410 25
Other Liabilities	1,502,604.00
DEPOSITS	112,221,116.55
TOTAL	\$126,882,130 80

LIABILITIES

Capital Stock	\$ 1,500,000.00
Surplus	1,500,000.00
Undivided Profits	12,280,617.40
Other Liabilities	1,145,563.62
DEPOSITS	120,971,165.82
TOTAL	\$137,397,346.84

The Above Statement Is Correct
MELVIN CROSS, President

THE UPSHUR COUNTY COMMISSIONERS' COURT WILL OPEN AND ACCEPT BIDS ON MONDAY, FEBRUARY 08, 1993 AT 9:00 A.M., FOR COUNTY BANK DEPOSITORY.

ATTACHED IS A COPY OF SPECIFICATIONS.

IF YOU DESIRE TO PLACE A BID, DO SO FOB, COUNTY TREASURER'S OFFICE, LESS FEDERAL TAX, EFFECTIVE AS OF 9:00 A.M., MONDAY, FEBRUARY 08, 1993.

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:

HONORABLE EVERETT DEAN
UPSHUR COUNTY JUDGE
P.O. BOX 730
GILMER, TEXAS 75644

ENVELOPES SHOULD BE CLEARLY MARKED "BID".

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

MYRA HARRIS
UPSHUR COUNTY TREASURER

UPSHUR COUNTY, TEXAS
 SPECIFICATIONS FOR COUNTY
 DEPOSITORY BID

THE FOLLOWING INFORMATION IS REQUIRED FOR ALL BIDS SUBMITTED.
 PLEASE RESPOND TO EACH ITEM REQUESTED IN THE ORDER LISTED.
 SERVICES WHICH EXCEED SPECIFICATIONS WILL BE FAVORABLY
 CONSIDERED.

I. INTEREST RATES

- A. SAVINGS ACCOUNTS. NO LIMIT ON AMOUNT DEPOSITED.
 3.75% - current rate - subject to change April 1
 Rate is keyed to 3 month - U.S. Treasury Bill Rate
 Rate can change quarterly.
- B. CERTIFICATES OF DEPOSIT (SINGLE MATURITY).

1. AMOUNTS LESS THAN \$100,000.

7 TO 29 DAYS T-BILL PLUS	<u>6 mo. T-Bill Rate + .27</u>
30 TO 59 DAYS T-BILL PLUS	<u>6 mo. T-Bill Rate + .27</u>
60 TO 89 DAYS T-BILL PLUS	<u>6 mo. T-Bill Rate + .27</u>
90 TO 179 DAYS T-BILL PLUS	<u>6 mo. T-Bill Rate + .27</u>
180 TO 364 DAYS T-BILL PLUS	<u>6 mo. T-Bill Rate + .27</u>
365 AND OVER T-BILL PLUS	<u>6 mo. T-Bill Rate + .27</u>

2. AMOUNTS \$100,000.00 OR MORE.

7 TO 29 DAYS T-BILL PLUS	<u>6 mo. T-Bill Rate + .27</u>
30 TO 59 DAYS T-BILL PLUS	<u>6 mo. T-Bill Rate + .27</u>
60 TO 89 DAYS T-BILL PLUS	<u>6 mo. T-Bill Rate + .27</u>
90 TO 179 DAYS T-BILL PLUS	<u>6 mo. T-Bill Rate + .27</u>
180 TO 364 DAYS T-BILL PLUS	<u>6 mo. T-Bill Rate + .27</u>
365 AND OVER T-BILL PLUS	<u>6 mo. T-Bill Rate + .27</u>

NOTE: INTEREST BASED ON FLOATING INTEREST RATE OF
 DAILY PUBLISHED AUCTION RATE OF U. S. TREASURY
 BILLS PLUS BASIS POINTS.

STATE FLOOR 3.67%

C. CHECKING ACCOUNTS.

1. INTEREST ON CHECKING ACCOUNT BALANCES
(INCLUDING NOW ACCOUNTS--BID SEPARATELY).
NOW ACCOUNT - 3%
Must maintain minimum balance of \$1,500.00

D. TRUST ACCOUNTS.

1. SAVINGS ACCOUNTS.
Current rate of 3.75% - rate keyed to 3 month
T-Bill Rate. Subject to change quarterly
2. CERTIFICATES OF DEPOSIT.
6 month T-Bill plus .27

E. INTEREST RATE CHARGED ON COUNTY BORROWING.

1. COST OF TRANSFER OF INDEBTEDNESS (IF
NECESSARY) FROM CURRENT DEPOSITORY.
NONE
2. INTEREST RATES AND TERMS ON NEW BORROWING.
Wall Street Journal Floating Prime

II. COST OF SERVICES

- A. SERVICE CHARGE ON CHECKING ACCOUNTS, INCLUDING
STOP PAYMENTS AND BANK STATEMENTS.

No Charge

- B. PRINTED BLANK CHECKS AND DEPOSIT SLIPS.

No charge for stock checks and deposits

- C. SAFETY DEPOSIT BOXES ARE REQUIRED.

No Charge

- D. SAFE STORAGE OF COMPUTER TAPES.

No Charge

- E. WIRE SERVICES.

No Charge

- F. OTHER SERVICES SUCH AS COIN AND CURRENCY
WRAPPERS, BANK BAGS AND LOCKED BAGS.

No Charge

III. FINANCIAL ASSURANCE AND GOOD FAITH.

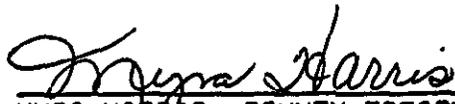
- A. PLEASE SUBMIT WITH YOUR BID YOUR MOST RECENT FINANCIAL STATEMENT ALONG WITH A CASHIER'S CHECK MADE PAYABLE TO UPSHUR COUNTY TREASURER IN THE AMOUNT OF \$ 30,000.00. CHECKS OF UNSUCCESSFUL BIDDERS WILL BE IMMEDIATELY RETURNED. CHECKS OF SUCCESSFUL BIDDERS WILL BE RETURNED UPON EXECUTION OF THE DEPOSITORY CONTRACT.

IV. BIDS ACCEPTED.

- A. PROPOSALS SHOULD BE SUBMITTED TO ACCOMMODATE THE USE OF ANOTHER FINANCIAL INSTITUTION TO PROVIDE FOR DEPOSIT OF FUNDS OF OFFICES LOCATED IN GILMER.

UPSHUR COUNTY APPRECIATES ALL CONSIDERATION GIVEN THESE SPECIFICATIONS. SHOULD QUESTIONS ARISE CONCERNING THESE SPECIFICATIONS, PLEASE CALL THE COUNTY TREASURER OR THE COUNTY JUDGE.

RESPECTFULLY SUBMITTED,


MYRA HARRIS, COUNTY TREASURER


EVERETT DEAN, COUNTY JUDGE

THE AMOUNT OF MONIES FOR WHICH THE DEPOSITORY SHOULD FURNISH SECURITY ARE APPROXIMATELY AS FOLLOWS:

1. FUNDS BELONGING TO UPSHUR COUNTY, WHICH SHALL ALSO COVER THE FUNDS DEPOSITED BY ALL OFFICES OF THE COUNTY, \$4,500,000.
(THIS INCLUDES TIME AND DEMAND DEPOSITS BOTH)
2. FUNDS BELONGING TO UPSHUR COUNTY, PERMANENT AND AVAILABLE SCHOOL FUNDS, \$1,500,000.
(TIME DEPOSITS ONLY)
3. FUNDS BELONGING TO UPSHUR COUNTY, TRUST AND AGENCY FUNDS, DISTRICT CLERK, \$500,000.
(TIME DEPOSITS ONLY)

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 had 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: First National Bank

SIGNED BY: Melvin Cross Pres.
(sign name in writing) (Title)

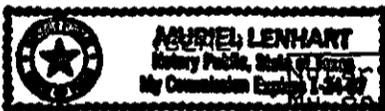
ADDRESS: P.O. Box 520, Gilmer, Texas 75644

TELEPHONE NUMBER: 903-843-3002 DATE: February 2, 1993

AFFIDAVIT

STATE OF TEXAS
COUNTY OF Upshur

Before me the undersigned authority on this the 2nd day of February, 19 93, personally appeared Melvin Cross who being duly sworn deposes and says that he signed the above instrument for the purposes and considerations herein expressed.



Melvin Lenhart
Public in and for Upshur State of Texas, Texas
Commission expires 1/24/97

NOTE: Bids not notarized will not be considered.



BANK MONEY ORDER

222601

88-560/1119

Remitter First National Bank
Gilmer, Texas

February 2 19 93

Upshur County Treasurer

\$ 30,000.00

FIRST NATIONAL BANK
30000 00/100

Dollars



FIRST NATIONAL BANK
Gilmer Texas 75844

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

Muriel Leshart

Adm. Asst. to the Pres

⑈ 222601⑈ ⑆111905609⑆

⑈ 015006801⑈

VOL. 48 PAGE 152

Gilmer National Bank

GILMER, TEXAS
AT THE CLOSE OF BUSINESS DECEMBER 31, 1992
RESOURCES

	1991	1992
Loans and Discounts	\$ 38,949,816.87	\$ 39,080,746.44
Overdrafts	17,812.66	30,053.64
Building, Furniture and Fixtures	552,493.35	504,492.39
Other Real Estate	668,473.45	503,719.86
Federal Reserve Bank Stock	48,000.00	60,000.00
Accrued Interest on Loans	475,945.26	407,989.71
Other Assets	1,039,974.27	843,251.72

CASH AND QUICK ASSETS:

Cash and Balances Due from Depository Institutions		2,923,347.19
Cash and Non-Interest Bearing Balances	2,282,957.31	17,644,000.00
Interest-Bearing Balances	16,556,990.00	38,749,148.45
U S. Government Bonds	35,771,112.75	7,314,718.91
Municipal Bonds and Warrants	6,204,810.39	4,080,000.00
Federal Funds Sold	5,850,000.00	112,141,468.31
TOTAL	\$108,418,386.31	

LIABILITIES

Capital Stock	\$100,000.00	500,000.00
Surplus	1,500,000.00	1,500,000.00
Undivided Profits	8,599,008.70	9,294,106.22
Reserves	1,291,634.61	1,435,588.41
Unearned Interest	766,703.42	693,192.25
Repurchase Agreements	4,500,000.00	4,500,000.00
DEPOSITS	91,661,039.58	94,218,581.43
TOTAL	\$108,418,386.31	112,141,468.31

THE ABOVE STATEMENT IS CORRECT
KENNETH STEWART, PRESIDENT AND CEO
MEMBER FEDERAL DEPOSIT INSURANCE CORPORATION

OFFICERS

WILLIAM F. PATTERSON, CHAIRMAN OF THE BOARD
MAX McPEEK, VICE CHAIRMAN
KENNETH STEWART, PRESIDENT & CEO
CHARLES HOLMES, VICE PRESIDENT & SR. LOAN OFFICER
GARY W. PATTERSON, VICE PRESIDENT
ROY HARRIS, CASHIER & VICE PRESIDENT
HUGH THOMPSON, VICE PRESIDENT
VIRGINIA CARROLL, ASST. VICE PRESIDENT
PATSY McPEEK, ASST. VICE PRESIDENT
MORGAN WHITELEY, ASST. VICE PRESIDENT & AUDITOR
SARAH BATES, ASST. CASHIER
FRAN JOHNSON, ASST. CASHIER
DONNA LEE VARNER, ADM. ASST. TO PRESIDENT

DIRECTORS

ELLIOTT DEAN
SARAH GREENE
EDWIN P. HERRMANN
B. J. HOGG
MAX McPEEK
GARY W. PATTERSON
WILLIAM F. PATTERSON
MALCOLM SMITH
KENNETH STEWART
KENNETH WHITE



KENNETH STEWART
PRESIDENT and CEO

February 5, 1993

Commissioners Court
Upshur County
Gilmer, Texas 75644

Gentlemen:

Attached is the depository bid of Gilmer National Bank for the County funds for 1993-1994. Also attached is our check for \$30,000.00 as requested for good faith and the signed affidavit to the County.

We are also enclosing our most recent published financial statement showing the financial condition of our bank. Please note that our Capital Stock is \$500,000, Surplus is \$1,500,000, and the Undivided Profits are \$9,294,106.22 plus other reserve accounts.

We at Gilmer National Bank are pleased to have the opportunity to bid on the County funds and would like very much to be the County Depository for the next two years. It has always been a pleasure to work with you as your depository.

If you have any questions concerning our bid, please contact us.

Sincerely,

A handwritten signature in cursive script that reads 'Kenneth Stewart'.

Kenneth Stewart,
President and C.E.O.

KS:dlv

Enclosures

Box 460, Gilmer, Texas 75644 (903) 843-5653

UPSHUR COUNTY, TEXAS
 SPECIFICATIONS FOR COUNTY
 DEPOSITORY BID

THE FOLLOWING INFORMATION IS REQUIRED FOR ALL BIDS SUBMITTED.
 PLEASE RESPOND TO EACH ITEM REQUESTED IN THE ORDER LISTED.
 SERVICES WHICH EXCEED SPECIFICATIONS WILL BE FAVORABLY
 CONSIDERED.

I. INTEREST RATES

A. SAVINGS ACCOUNTS. NO LIMIT ON AMOUNT DEPOSITED.

Savings rates at 3%.

B. CERTIFICATES OF DEPOSIT (SINGLE MATURITY).

1. AMOUNTS LESS THAN \$100,000.

7 TO 29 DAYS T-BILL PLUS	<u>0</u>
30 TO 59 DAYS T-BILL PLUS	<u>0</u>
60 TO 89 DAYS T-BILL PLUS	<u>0</u>
90 TO 179 DAYS T-BILL PLUS	<u>0</u>
180 TO 364 DAYS T-BILL PLUS	<u>0</u>
365 AND OVER T-BILL PLUS	<u>0</u>

2. AMOUNTS \$100,000.00 OR MORE.

7 TO 29 DAYS T-BILL PLUS	<u>0</u>
30 TO 59 DAYS T-BILL PLUS	<u>0</u>
60 TO 89 DAYS T-BILL PLUS	<u>0</u>
90 TO 179 DAYS T-BILL PLUS	<u>0</u>
180 TO 364 DAYS T-BILL PLUS	<u>0</u>
365 AND OVER T-BILL PLUS	<u>0</u>

The above quotes are based on the 26 week T-Bill rate

NOTE: INTEREST BASED ON FLOATING INTEREST RATE OF
 DAILY PUBLISHED AUCTION RATE OF U. S. TREASURY
 BILLS PLUS BASIS POINTS.

STATE FLOOR 3%

C. CHECKING ACCOUNTS.

1. INTEREST ON CHECKING ACCOUNT BALANCES
(INCLUDING NOW ACCOUNTS-BID SEPARATELY).

Regular customer rate which at the present time is 2.75% on Now accounts and 2.75% on Super Now accounts.

D. TRUST ACCOUNTS.

N/A We do not have trust powers.

1. SAVINGS ACCOUNTS.
2. CERTIFICATES OF DEPOSIT.

E. INTEREST RATE CHARGED ON COUNTY BORROWING.

Prime Rate as printed in the Wall Street Journal.

1. COST OF TRANSFER OF INDEBTEDNESS (IF NECESSARY) FROM CURRENT DEPOSITORY.

No charge for internal services- County will pay all other expenses.

2. INTEREST RATES AND TERMS ON NEW BORROWING.

Prime rate as printed in the Wall Street Journal.

II. COST OF SERVICES

- A. SERVICE CHARGE ON CHECKING ACCOUNTS, INCLUDING STOP PAYMENTS AND BANK STATEMENTS.

No Charge

- B. PRINTED BLANK CHECKS AND DEPOSIT SLIPS.

No Charge

- C. SAFETY DEPOSIT BOXES ARE REQUIRED.

4 safe Deposit Boxes at No Charge.

- D. SAFE STORAGE OF COMPUTER TAPES.

In Vault - No Charge

- E. WIRE SERVICES.

No Charge

- F. OTHER SERVICES SUCH AS COIN AND CURRENCY WRAPPERS, BANK BAGS AND LOCKED BAGS.

No Charge

III. FINANCIAL ASSURANCE AND GOOD FAITH.

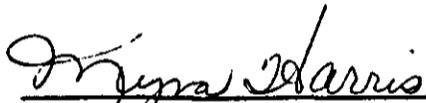
- A. PLEASE SUBMIT WITH YOUR BID YOUR MOST RECENT FINANCIAL STATEMENT ALONG WITH A CASHIER'S CHECK MADE PAYABLE TO UPSHUR COUNTY TREASURER IN THE AMOUNT OF \$ 30,000.00. CHECKS OF UNSUCCESSFUL BIDDERS WILL BE IMMEDIATELY RETURNED. CHECKS OF SUCCESSFUL BIDDERS WILL BE RETURNED UPON EXECUTION OF THE DEPOSITORY CONTRACT.

IV. BIDS ACCEPTED.

- A. PROPOSALS SHOULD BE SUBMITTED TO ACCOMMODATE THE USE OF ANOTHER FINANCIAL INSTITUTION TO PROVIDE FOR DEPOSIT OF FUNDS OF OFFICES LOCATED IN GILMER.

UPSHUR COUNTY APPRECIATES ALL CONSIDERATION GIVEN THESE SPECIFICATIONS. SHOULD QUESTIONS ARISE CONCERNING THESE SPECIFICATIONS, PLEASE CALL THE COUNTY TREASURER OR THE COUNTY JUDGE.

RESPECTFULLY SUBMITTED,


MYRA HARRIS, COUNTY TREASURER


EVERETT DEAN, COUNTY JUDGE

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 had 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: GILMER NATIONAL BANK

SIGNED BY: *Kenneth Stewart* PRESIDENT/CEO
(sign name in writing) (Title)

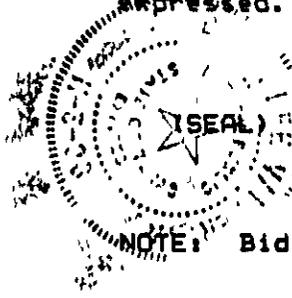
ADDRESS: Box 460, Gilmer, Tx. 75644

TELEPHONE NUMBER: (903) 843-5653 DATE: 2/8/93

AFFIDAVIT

STATE OF TEXAS
COUNTY OF Upshur

Before me the undersigned authority on this the 5th day of February, 1993, personally appeared Kenneth Stewart, President/CEO who being duly sworn deposes and says that he signed the above instrument for the purposes and considerations herein expressed.



Donald Lee Varner
Notary Public in and for Upshur County, Texas
My commission expires 11-3-96

NOTE: Bids not notarized will not be considered.

THE AMOUNT OF MONIES FOR WHICH THE DEPOSITORY SHOULD FURNISH SECURITY ARE APPROXIMATELY AS FOLLOWS:

1. FUNDS BELONGING TO UPSHUR COUNTY, WHICH SHALL ALSO COVER THE FUNDS DEPOSITED BY ALL OFFICES OF THE COUNTY, \$4,500,000. (THIS INCLUDES TIME AND DEMAND DEPOSITS BOTH)
2. FUNDS BELONGING TO UPSHUR COUNTY, PERMANENT AND AVAILABLE SCHOOL FUNDS, \$1,500,000. (TIME DEPOSITS ONLY)
3. FUNDS BELONGING TO UPSHUR COUNTY, TRUST AND AGENCY FUNDS, DISTRICT CLERK, \$500,000. (TIME DEPOSITS ONLY)

DEPOSITORY LAWS FOR COUNTIES

52.8

SEC. 116.023 - APPLICATIONS. (a) A bank in the county that wants to be a county depository must deliver its application to the county judge on or before the first day of the term of the commissioners court at which depositories are to be selected.

(b) The application must state the Amount of the bank's paid-up capital stock and permanent surplus, and the application must be accompanied by:

(1) a statement showing the financial condition of the bank on the date of the application; and

(2) a certified check for at least one-half percent of the county's revenue for the preceding year.

(c) The certified check that accompanies an application is a good-faith guarantee on the part of the applicant that if accepted as a county depository it will execute the bond required under this chapter. If a bank is selected as a depository and does not provide the bond, the county shall retain the amount of the check as liquidated damages, and the county judge shall readvertise for applications, if necessary, to obtain a depository for the county. (V.A.C.S. Art. 2545.)

52.9

SEC. 116.024 - SELECTION OF DEPOSITORIES. (a) At 10 a.m. on the first day of each term at which banks are to be selected as county depositories, the commissioners court shall:

(1) enter in the minutes of the court all applications filed with the county judge;

(2) consider all applications; and

(3) select the qualified applicants that offer the most favorable terms and conditions for the handling of the county funds.

(b) The commissioners court may reject those applicants whose management or condition, in the opinion of the commissioners court, does not warrant placing county funds in their possession.

(c) After selecting one or more county depositories, the commissioners court shall immediately return the certified checks of the rejected applicants. The commissioners court shall return the check of a successful applicant when the applicant executes and files a depository bond that is approved by the commissioners court.

(d) The conflict of interests provisions of Chapter 179, Acts of the 60th Legislature, Regular

Session, 1967 (Article 2529c, V.T.C.S.), apply to the selection of the depositories. (V.A.C.S. Art. 2546 (part); New.)

- 52.10 SEC 116.025 - DESIGNATION OF DEPOSITORY. When security is provided in accordance with Subchapter C and is approved by the commissioners court, the commissioners court shall, by an order entered in its minutes, designate the bank as a depository for the funds of the county. The designation is effective until the end of the 60th day after the date fixed for the next selection of a depository. (V.A.C.S. Art. 2549, Sec. (a)(part).)
- 52.11 SEC. 116.026 - APPLICANTS OUTSIDE COUNTY. If no bank located in the county applies to be designated as the county depository, the commissioners court may advertise, in the same manner provided by Section 116.022 for advertising for a depository within the county, for applications from banks in an adjoining county or any other county in this state. (V.A.C.S. Art. 2558 (part).)

PLEASE NOTE CAREFULLY

THIS IS THE ONLY APPROVED INSTRUCTION FOR USE ON YOUR INVITATION TO BID. ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID ANY EXCEPTIONS THERE TO MUST BE IN WRITING

1. Bids must be to the County Judge BEFORE the hour and date specified.
2. LATE bids properly identified will be returned to bidder UNOPENED. Late bids will not be considered under any circumstances.
3. QUOTE F.O.B. destination. If otherwise, show exact cost to deliver. Bid unit price on quantity specified-extend and show total. In case of errors in extension UNIT prices shall govern. Bids subject to unlimited price increase not considered.
4. Bids MUST give full firm name and address of bidder. Failure to manually sign bid will disqualify it. Person signing bid should show TITLE OF 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 initiated 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.

THE UPSHUR COUNTY COMMISSIONERS' COURT WILL OPEN AND ACCEPT BIDS ON MONDAY, FEBRUARY 08, 1993 AT 9:00 A.M., FOR COUNTY BANK DEPOSITORY.

ATTACHED IS A COPY OF SPECIFICATIONS.

IF YOU DESIRE TO PLACE A BID, DO SO FOB, COUNTY TREASURER'S OFFICE, LESS FEDERAL TAX, EFFECTIVE AS OF 9:00 A.M., MONDAY, FEBRUARY 08, 1993.

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:

HONORABLE EVERETT DEAN
UPSHUR COUNTY JUDGE
P.O. BOX 730
GILMER, TEXAS 75644

ENVELOPES SHOULD BE CLEARLY MARKED "BID".

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

MYRA HARRIS
UPSHUR COUNTY TREASURER

DEPUTATION

THE STATE OF TEXAS
COUNTY OF UPSHUR

I, R.D. CROSS

SHERIFF OF THE COUNTY OF UPSHUR AND THE STATE OF TEXAS, HAVING FULL CONFIDENCE IN HENRY MICHAEL KUZA OF SAID COUNTY AND STATE, DO HEREBY, WITH THE CONSENT OF THE COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS, NOMINATE AND APPOINT HIM, THE SAID DEPUTY SHERIFF MY TRUE AND LAWFUL DEPUTY IN MY NAME, PLACE AND STEAD, TO DO AND PERFORM ANY AND ALL ACTS AND THINGS PERTAINING TO THE OFFICE OF SAID SHERIFF'S DEPARTMENT OF SAID COUNTY AND STATE, HEREBY RATIFYING AND CONFIRMING ANY AND ALL SUCH ACTS AND THINGS LAWFULLY DONE IN THE PREMISES BY VIRTUE HEREOF.

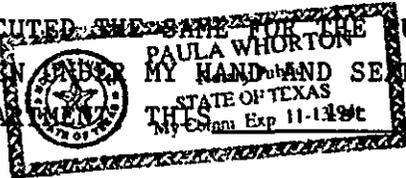
WITNESS MY HAND, THIS 1st DAY OF FEBRUARY 19 93

R.D. Cross
SHERIFF, R.D. CROSS
OF UPSHUR COUNTY, TEXAS

THE STATE OF TEXAS
COUNTY OF UPSHUR

BEFORE ME, PAULA WHORTON

IN AND FOR UPSHUR COUNTY, TEXAS ON THIS DAY PERSONALLY APPEARED R.D. CROSS KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING DEPUTATION AND ACKNOWLEDGE TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.



GIVEN MY HAND AND SEAL OF OFFICE AT THE UPSHUR COUNTY SHERIFF'S DEPARTMENT THIS 1st DAY OF FEBRUARY 19 93

Paula Whorton
NOTARY, PAULA WHORTON 11-13-94
EXPIRES:

OATH OF OFFICE

I, HENRY MICHAEL KUZA, DO SOLEMNLY SWEAR (OR AFFIRM), THAT I WILL FAITHFULLY EXECUTE THE DUTIES OF THE OFFICE OF THE SHERIFF'S DEPARTMENT, OF THE COUNTY OF UPSHUR, STATE OF TEXAS, AND WILL DO THE BEST OF MY ABILITY, PRESERVE, PROTECT, AND DEFEND THE CONSTITUTION AND LAWS OF THE UNITED STATES AND OF THIS STATE: AND I FURTHERMORE SOLEMNLY SWEAR (OR AFFIRM), THAT I HAVE NOT DIRECTLY NOR INDIRECTLY PAID, OR PROMISED TO PAY, CONTRIBUTED, NOR PROMISED TO CONTRIBUTE ANY MONEY, OR VALUABLE THING, OR PROMISED ANY PUBLIC OFFICE OR EMPLOYMENT, AS A REWARD TO SECURE MY APPOINTMENT OR THE CONFIRMATION THEREOF, SO HELP ME GOD.

NAME: Henry Michael Kuza Jr
ADDRESS: P O BOX 485 GILMER, TX 75644
PHONE: 797-6466

SWORN TO AND SUBSCRIBED BEFORE ME THIS 1st DAY Feb, 19 93

NOTARY: Justice of Peace
EXPIRES: Oct. 31 2000 C. Tex



MICHEAL L. SMITH
TAX ASSESSOR-COLLECTOR
UPSHUR COUNTY
P.O. BOX 730
GILMER, TEXAS 75644
PHONE (903) 843-3083



FEBRUARY 4, 1993

COMMISSIONER'S COURT
UPSHUR COUNTY

RE: CONSIDERATION OF A SEALED BID ON CAUSE# 1012

Dear Sirs,

Donald R Wheeler II has made a sealed bid for property described in Cause #1012 struck off to Upshur County for itself and in trust for Gilmer I.S.D. and the Upshur County Rural Fire Commission. Since the amount of the bid is less than the taxes, penalty, interest and cost owed, this sale must be approved by the governing bodies of each entity.

Upshur County will receive an estimated amount of \$486.75 of the \$5142.86 due of this date.

Sincerely,

A handwritten signature in cursive script that reads "Micheal L. Smith".

Micheal L. Smith
TAX Assessor Collector
Upshur County

MLS/bgm

WHEREAS, Commissioners Court of UPSHUR, Texas has become the owner of certain real property (see attached Exhibit 'A') by virtue of the fact that a sufficient bid was not received at a sale conducted by the Sheriff pursuant to an order of the District Court in Cause No. 1012

County of UPSHUR vs. DAYTON PLUNKETT

WHEREAS, a potential buyer of the property has come forward, and

WHEREAS, all taxing entities involved in the above referenced cause must consent to the sale of the hereinabove described real property, and

WHEREAS, it is to the benefit of all the taxing entities involved that the property be returned to their respective tax rolls;

NOW THEREFORE BE IT RESOLVED BY THE

Commissioners Court of the County of UPSHUR, Texas

That the County Judge be and is hereby directed and authorized to execute the deed and any and all documents necessary to convey the hereinabove described real property to {name & address of buyer}

DONALD R WHEELER II

PO BOX 386

CARPINTERIA, CA 93014

for and in consideration of the cash sum of \$ 2000.00, said \$ 2000.00 to be distributed pursuant to Chapter 34 of the Texas Property Tax Code.

Resolved this the _____ day of _____

County Judge

Attest:

Secretary

(seal)

Commissioner Prec. 1

Commissioner Prec. 2

Commissioner Prec. 3

Commissioner Prec. 4

1 01-26-1993

DONALD R. WHEELER II
PO BOX 386
CARPINTERIA CA, 93014
HOME (805) 684-5790
OFFICE (805) 684-4287

VOL. 40 PG 267

MICHAEL SMITH
COUNTY TAX ASSESSOR
UPSHUR COUNTY COURTHOUSE
PO BOX 730
GILMER TX 75644-0730

RE: OFFER TO PURCHASE PROPERTY STRUCK OFF.

DEAR MR. SMITH:

EARLIER THIS MONTH I SPOKE WITH YOU BRIEFLY ABOUT A PROPERTY THAT THE COUNTY HAD TO REPOSSESS WHEN THE TAXES BECAME DELINQUENT. I DON'T HAVE THE LEGAL DESCRIPTION OF THE PROPERTY ON HAND, BUT IT IS THE OLD STONE HOUSE ON APPROXIMATELY TWO ACRES ON THE CORNER OF W.154 & THE KELSEY RD.

AT THE COURTHOUSE AUCTION OF THIS PROPERTY THERE WERE NO BIDS & SO THE PROPERTY WAS STRUCK OFF. UNFORTUNATELY THIS NOT

ONLY LEAVES THE PROPERTY SITTING UNPRODUCTIVE BUT ALSO COST THE WHOLE COUNTY THE LOSS OF TAX REVENUES THAT THIS PROPERTY WOULD GENERATE IF IT WERE PRIVATELY OWNED. IF THIS PROPERTY IS STILL AVAILABLE I WOULD LIKE TO MAKE AN OFFER ON IT FOR THE TOTAL SUM OF TWO THOUSAND TWO HUNDRED DOLLARS.

ALTHOUGH MY FAMILY & I CURRENTLY RESIDE IN CALIFORNIA, WE HAVE LIVED IN GILMER OFF & ON FOR A COUPLE OF YEARS & HAVE QUITE A FEW RELATIVES IN THE AREA, & SO WE HOPE TO SETTLE IN THE AREA IN THE NEAR FUTURE. WE WILL BE IN GILMER AGAIN FROM JAN, 30 THROUGH FEB, 6 SO I WILL CHECK IN WITH YOU REGARDING THIS PROPERTY AT THAT TIME, & IF THIS OFFER IS ACCEPTABLE PERHAPS WE CAN GET THE PAPER WORK TAKEN CARE OF AT THAT TIME ALSO. THANK YOU FOR GIVING THIS YOUR ATTENTION.

SINCERELY,



DON WHEELER

SHERIFF'S TAX DEED

000056

CL 129 PG 007

STATE OF TEXAS

X

KNOW ALL MEN BY THESE PRESENTS:

X

VOL 40 PG 269

COUNTY OF UPSHUR

X

That, whereas, by virtue of an Order of Sale issued by the Clerk of the District Court in and for Upshur County, dated May 5, 1992 on a certain judgment rendered in said Court on November 5, 1991, in a certain suit NUMBER 1012, styled GILMER INDEPENDENT SCHOOL DISTRICT AND UPSHUR COUNTY VS. DAYTON PLUNKETT, ET AL I, R.D. "Buck" Cross, Sheriff of said County, did upon March 31, 1992, levy upon and advertise the said premises as described in said Order of Sale, by giving public notice of the time and place of said sale by an advertisement in the English language, published once a week for three (3) consecutive weeks preceding such sale, the first publication appearing not less than twenty (20) days immediately preceding the day of sale, beginning on April 5, 1992, in the Gilmer Mirror, a newspaper published in the County of Upshur, stating in said advertisement the authority by virtue of which such sale was to be made, the time of levy, the time and place of sale, a brief description of the property to be sold, the number of acres, the original survey, its locality in the County, and the name by which the land is generally known, and by delivering a similar notice to each of the named Defendants, and on the first Tuesday in May, 1992, beginning at 10:30 a.m. sold said hereinafter described land or lots at public venue, at the South Steps of the Courthouse of said County, at which sale the premises hereinafter described were struck off to

**GILMER INDEPENDENT SCHOOL DISTRICT, TRUSTEE
C/O MICHEAL SMITH, TAX ASSESSOR-COLLECTOR
P.O. BOX 730
GILMER, TEXAS 75644**

for the use and benefit of itself and Upshur County and Upshur County Fire District #1, there being no bid for as much as the adjudged value of the said property or the amount of the taxes, interest, penalties and costs.

NOW, THEREFORE, I, R. D. "Buck" Cross, Sheriff aforesaid, by virtue of the authority vested in me by law have Granted, Sold, and Conveyed, and by these presents do Grant, Sell, and Convey unto the said Gilmer Independent School District, in trust, for the use and benefit of itself and Upshur County and Upshur County Fire District #1 and their assigns all of the estate, right, title and interest which the Defendants in such suit had on the date said judgment was rendered or at any time afterwards, in and to the following described land and premises, as described in the Order of Sale, viz:

A TRACT OF LAND BEING 0.412 ACRES, ALSO KNOWN AS 1.163 ACRES, MORE OR LESS, OUT OF THE WILLIAM MCFADDEN SURVEY, ABSTRACT 295, UPSHUR COUNTY, TEXAS, ALSO KNOWN AS THE MCEL RATH ADDITION TO THE TOWN OF KELSEY, UPSHUR COUNTY, TEXAS, AND BEING THAT PROPERTY MORE PARTICULARLY DESCRIBED IN VOLUME 446, PAGE 888, DEED RECORDS OF UPSHUR COUNTY, TEXAS (ACCT. #R42692 GILMER ISD, UPSHUR COUNTY & UPSHUR COUNTY FIRE DISTRICT #1)

TO HAVE AND TO HOLD the above described premises unto the said Gilmer Independent School District, as trustee, its successors and assigns forever, as fully and absolute as I, as Sheriff aforesaid, can convey by virtue of said Order of Sale;

Subject, however to the owner's right to redeem the same in the manner prescribed by law within two (2) years from the date of the filing for record of the purchaser's deed.

RESOLUTION

A RESOLUTION BY THE COUNTY COMMISSIONERS OF THE COUNTY OF UPSHUR, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT REQUEST TO THE GOVERNOR'S CRIMINAL JUSTICE DIVISION FOR FUNDING TO THE COUNTY OF UPSHUR, TEXAS, FOR A PROGRAM KNOWN AS "PURCHASE OF JUVENILE SERVICES."

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

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

WHEREAS, the Commissioners feel that the addition of the program known as Purchase of Juvenile Services will materially enhance the administration of justice in the County of Upshur, Texas, and

WHEREAS, the opportunity exists to fund vital parts of this program through the Office of the Governor of the State of Texas, Criminal Justice Division;

NOW, THEREFORE BE IT RESOLVED, by the Commissioners of the County of Upshur, Texas, that the county submit a grant request to the office of the Governor of Texas, Criminal Justice Division, to assist in the funding of the program of purchase of Juvenile Services.

PASSED AND APPROVED, this 8TH day of FEBRUARY, 1993.

County of UPSHUR Texas.

ATTEST

Ernest D. Dean
County Judge

Ray A. Shaw
County Clerk



I, Ray A. Shaw County Clerk of the County of Upshur, do hereby certify this to be true and exact copy of County of Upshur Resolution No. _____, adopted by the Upshur County Commission, _____.

February 1, 1973

Cloddie Henson
Constable Pct. 4
P.O. Box 656
Gilmer, Tx 75644

Commissioners Court
of Upshur County
Gilmer, Tx

Gentlemen:

As this new year approached it was assumed by many that I would take over the duties of "DOG BITE OFFICER". I knew little about the responsibility involved, but because it seemed like the right thing to do, I told Judge Dean that I would give it a try. The \$50.00 per month didn't seem adequate, but I still agreed thinking I could come back later and negotiate a new figure after seeing what was involved.

"Boy was I wrong". First of all the \$50.00 is no where near adequate to cover the expenses associated with doing this very important job. New laws, that have gone into effect this year, say "shall" instead of "should" as it often did in the past. The laws now have more teeth and along with more teeth comes more responsibility.

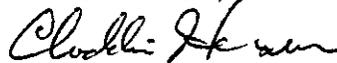
Second, and much more important in my relation to this position, is the time involved. I was elected by the citizens of Pct. 4 to be 'their' constable. One of the reasons I was elected was my commitment to be available when needed. Since my appointment to 'Dog Bite Officer' much of my available time has been spent in other parts of the county.

I feel my first responsibility is to the people of Pct. 4. For this reason I am submitting my resignation as Dog Bite Officer to be effective at 12:01 am on March 1, 1973. If the court can fill my position sooner I will gladly give up the unearned portion of the \$50.00.

This position should be filled with someone that has the time needed to do the job and do it right. If I can help by doing the investigation of dog bites in Pct. 4, I will be glad to.

I apologize for any inconvenience this may have caused the Commissioners Court, Treasurers Office or others involved.

Sincerely,



Cloddie Henson - Constable Pct. 4

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT One
DATE 2-5-93

Formal notice is hereby given that Jim Berry Contractors
whose principal address is Rt 2 Box 144 A - Gladewater, TX 75647
does propose to place a 8ft. culvert extension
within the ROW of County Road White Oak Road
as follows: 903-759-8951

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

NAME _____

TITLE _____

ADDRESS _____



PERMIT APPLICATION FOR VOL 40 PG 273
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT one
DATE 2-3-93

Formal notice is hereby given that Kevin Foster
whose principal address is P.O. Box 123 - Diana, Tex
does propose to place a culvert
within the ROW of County Road Hank Road
as follows: 1-800-628-9372
(work number)

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

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

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

NAME _____

TITLE _____

ADDRESS _____



PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT # 4
DATE 1-29-93

Formal notice is hereby given that Angie Burks
whose principal address is Rt 1 Box 264A, Big Sandy
does propose to place a Culvert
within the ROW of County Road Groundhog Rd
as follows:

725-6020

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 Angie Burks

TITLE _____

ADDRESS _____



APPLICATION FOR FILLING ABANDONED WELL

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

RE: ABANDONED WELL OWNED BY Buddy Tillery
Rt. 7 Box 596, Gilmer, Texas 75644 (2 wells on property)

Stag Road ROAD.
725-6039

GENTLEMEN:
DUE TO HEALTH AS WELL AS SAFETY HAZARDS, WE REQUEST THAT AN
ABANDONED WELL BE FILLED AS SOON AS POSSIBLE.

RESPECTFULLY YOURS,
Buddy Tillery

PRECINCT 4
DATE _____

APPROVED REJECTED _____

Everett Dean
EVERETT DEAN, COUNTY JUDGE

Gaddis Lindsey
GADDIS LINDSEY, COMMISSIONER 1

Tommy Stanley
TOMMY STANLEY, COMMISSIONER 2

David Loyd
DAVID LOYD, COMMISSIONER 3

Tommy Eatherton
TOMMY EATHERTON, COMMISSIONER 4

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS, X
COUNTY OF UPSHUR X

KNOW ALL MEN BY THESE PRESENTS

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

1.
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) North Point Pleasant Road and Fir Road

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

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

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

5.
First Party agrees to POST SURETY BOND or CASH 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 6702-1, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6702-1, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

[Signature]
First Party Signature

P.O. Box 1122
Street or Box

Gilmer, Texas 75644
City, State and Zip Code

903-84302457
Telephone

Bankston
Timber Tract

January 29, 1993
Date Signed

[Signature]
County Judge

[Signature]
Commissioner 1

[Signature]
Commissioner 2

[Signature]
Commissioner 3

[Signature]
Commissioner 4

Permit issued for a period not to exceed 90 days.

X

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS . X
COUNTY OF UPSHUR X

KNOW ALL MEN BY THESE PRESENTS

TO: PAYROLL DEPARTMENT

VOL 40 PG 279

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

EFFECT 2-1-93
(DATE & TIME)

EMPLOYEE James Griswold

SOCIAL SECURITY NO _____ CLOCK NO. 322

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) Seniority 6 years #24/mo

CHANGE AUTHORIZED BY [Signature] DATE 2-04-93

CHANGE APPROVED BY _____ DATE _____

TO: PAYROLL DEPARTMENT

VOL. 40 PG. 280

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

EFFECT Feb. 1, 1993
(DATE & TIME)

EMPLOYEE George Salois

SOCIAL SECURITY NO. _____ CLOCK NO. 523

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 6 years #24/mid

CHANGE AUTHORIZED BY [Signature] DATE 2-04-93

CHANGE APPROVED BY _____ DATE _____

TO: PAYROLL DEPARTMENT VOL 40 PG 281

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

EFFECT Feb 1, 1993
(DATE & TIME)

EMPLOYEE Emma Smith

SOCIAL SECURITY NO _____ CLOCK NO. 210

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 15 years \$60/mo
(maximum)

CHANGE AUTHORIZED BY Mary Harris DATE 2-04-93

CHANGE APPROVED BY _____ DATE _____

⁴⁰
TOWN OF DAYROLL DEPARTMENT

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

EFFECT 1-1-93 202
(DATE & TIME)

EMPLOYEE Lisa Jacobs (Juv. Prob)

SOCIAL SECURITY NO. _____ CLOCK NO. 507

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>2,014.08/mo</u>
<input type="checkbox"/>		

REASON FOR THE CHANGE(S)

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

LEAVE OF ABSENCE FROM _____ UNTIL _____
(DATE) (DATE)

OTHER (EXPLAIN) Correction of previous rate sheet.
 Completed probation period

CHANGE AUTHORIZED BY Ron Mitchell DATE 2-2-93

CHANGE APPROVED BY _____ DATE _____

TO: PAYROLL DEPARTMENT

VOL 40 PG 283

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

EFFECT February 1, 1993
(DATE & TIME)

EMPLOYEE Nadra Smith (GPI)

SOCIAL SECURITY NO _____ CLOCK NO 204

THE CHANGE(S)

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

REASON FOR THE CHANGE(S)

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

LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)

OTHER (EXPLAIN) Longevity 11 years #44/mo

CHANGE AUTHORIZED BY Troy Harris DATE 2-04-93

CHANGE APPROVED BY _____ DATE _____

UPSHUR COUNTY TREASURER'S MONTHLY REPORT
AND COMMISSIONERS COURT AFFIDAVIT

JANUARY 1, 1993 THROUGH JANUARY 31, 1993

	BEGINNING BALANCE	REVENUES	DISBURSEMENTS	ENDING BALANCE	DEMAND BALANCE	TIME DEPOSITS	TOTAL DEPOSITS
OPERATING ACCOUNT	2,719,512.69	887,456.37	736,756.788	2,870,212.28	1,212.28	2,869,000.00	2,870,212.28
OPERATING '90' AVAILABLE SCHOOL	181,121.90	6,007.020	8,020.02	179,108.90	425.45	178,683.45	179,108.90
OPERATING '89' PERMANENT SCHOOL	967,180.55	0.00	0.00	967,180.55	7,177.96	960,002.59	967,180.55
INSURANCE ACCOUNT	491,679.21	131,512.90	35,837.79	587,354.32	41,354.320	546,000.00	587,354.32
PAYROLL CLEARING	50.00	1,690.22	1,690.22	50.00	50.00	0.00	50.00
TOTALS	4,359,544.35	1,026,666.51	782,304.81	4,603,906.05	50,220.01	4,553,686.04	4,603,906.05

INDEBTEDNESS

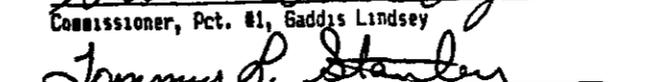
1977 CERTIFICATES OF OBLIGATION	154,000.00
1985-A CERTIFICATES OF OBLIGATION	200,000.00
1987 CERTIFICATES OF OBLIGATION	125,000.00
1991 CERTIFICATES OF OBLIGATION	1,945,000.00
OTHER INDEBTEDNESS	114,654.69

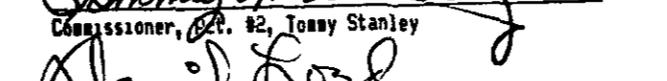
AFFIDAVIT

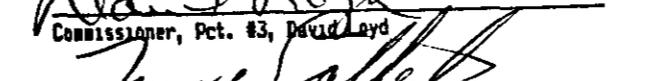
The above information is found to be true and correct.


County Judge, Everett Dean


Commissioner, Pct. #1, Gaddis Lindsey


Commissioner, Pct. #2, Tommy Stanley


Commissioner, Pct. #3, David Loyd


Commissioner, Pct. #4, Tony Eatherton

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FILED
REX A. SHAW
COUNTY CLERK
93 FEB -8 AM 11:15
WESBOR COUNTY, TX
BY _____ DEPUTY