



## UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

1-24-1994

Commissioner Court met in Spession Session. All members present.

Motion by Tommy Eatherton seconded by David Loyd to approve minutes of previous meeting dated 1-10-1994. Motion carried.

Motion by Tommy Eatherton seconded by Gaddis Lindsey to approve Application for Use of Upshur County Right of Way submitted by Marathon Oil Company to install a gas pipeline across Bluebird Rd.. Motion carried. Copy attached.

Motion by Tommy Eatherton seconded by Tommy Stanley to approve Permit Application submitted by Pritchett Water Supply Corp. to install a PVC water line within ROW of White Oak Road and Cedar Road. Motion Carried. Copy attached.

Motion by David Loyd seconded by Tommy Stanley to approve Special Road Use Agreement submitted by Sam Lindsey to haul logs from F.M. 1795 to Red Maple Road .50 miles. Motion carried. Copy attached.

Motion by David Loyd seconded by Tommy Stanley to approve Special Road Use Agreement submitted by Lasco Inc. to haul logs from F.M. 2685 to Scarlet Oak 1 mile to Locust 1 mile. Motion carried. Copy attached.

Motion by David Loyd seconded by Tommy Eatherton to approve Special Road Use Agreement Contract submitted by 3-S Logging to haul logs from F.M. 1795 to Lemon, 1 mile to Peach, 2 miles and up Red Cedar 1 mile. Motion carried. Copy attached.

Motion by David Loyd seconded by Tommy Stanley to approve Special Road Use Agreement submitted by Lasco Inc. to haul logs from F.M. 1795 to Lemon to Excess to Lemon Pct. 3. Motion carried. Copy attached.

Motion by Tommy Stanley seconded by David Loyd to approve Special Road Use Agreement submitted by William Robertson to haul logs from 271 to Poinsetta. Motion carried. Copy attached.

Motion by David Loyd seconded by Gaddis Lindsey to approve Permit Application submitted by Sabrina Richardson to install culvert in ROW of W. Lake Drive. Motion carried. Copy attached.

Motion by Gaddis Lindsey seconded by Tommy Stanley to approve Special Road Use Agreement submitted by Jimmy Price to haul logs from 154 to the end of Azalea Lane. Motion carried. Copy attached.

Motion by David Loyd seconded by Tommy Eatherton to approve Special Road Use Agreement Contract submitted by People's Logging to haul logs from F.M. 49 to Nandina Road (1/2 mile). Motion carried. Copy attached.

Motion by Tommy Eatherton seconded by David Loyd to approve Special Rd. Use Agreement submitted by Ted Davis Timber to haul logs from 852 to Muskrat onto Giraffe. Motion carried. Copy attached.

Motion by Tommy Stanley seconded by Gaddis Lindsey to approve Special Road Use Agreement Contract submitted by H and C Well Service to haul logs from 259 to Snapdragon 1 1/2 miles to Petunia west 1/4 mile. Motion carried. Copy attached.

Motion by Tommy Eatherton seconded by Gaddis Lindsey to approve Special Road Use Agreement Contract submitted by Bates Enterprises to haul logs from F.M. 593 to Rose Trail (1/2 mile.) Motion carried. Copy attached.

Motion by Tommy Stanley seconded by Gaddis Lindsey to approve payroll change for Angela Day Clampitt and Sherwon Black, new employees. Motion carried. Copy attached.



**UPSHUR COUNTY COMMISSIONERS COURT**  
**GILMER, TEXAS**

Motion by David Loyd seconded by Tommy Eatherton to approve payment of bills. Motion carried. Copy attached.

Motion by Tommy Eatherton seconded by Gaddis Lindsey to approve Budget Amendments. Motion carried. Copy attached.

Willie Mae Thompson submitted a sealed bid for property described in Cause # 90-119TX. Tax Assessor recommended not accepting bid. Motion by David Loyd seconded by Tommy Eatherton to delay action. Motion carried. Copy attached.

Motion by Gaddis Lindsey seconded by Tommy Eatherton to accept bid submitted by Mr. and Mrs. Lonnie C. Anderson for property described in cause #91-116TX. Tax Assessor recommended accepting bid. Motion by Gaddis Lindsey seconded by Tommy Eatherton to accept bid. Motion carried. Copy attached. (Bid in amount of \$3,500.00.)

Motion by Gaddis Lindsey seconded by Tommy Eatherton to approve turning lots in Thurwood Acres back into acreage. Motion carried. Copy attached.

Vermeer Equipment of Texas was the only bid submitted for chipper for Pct.#3. Motion by David Loyd seconded by Tommy Eatherton to accept bid submitted by Vermeer in amount of \$13750.00. Motion carried. Copy attached.

Representative from Oakerson and Arnold presented Court with Financial Statements and Independent Auditor's Report for the year ended September 30, 1993. Motion by David Loyd seconded by Tommy Eatherton to accept Auditor Report. Motion carried. Copy attached and on file in County Clerk's office.

Motion by David Loyd seconded by Tommy Eatherton to approve adopting Resolution supporting placing dry fire hydrants in rural Upshur County. Motion carried.

Juvenile Probation Officer discussed with Court the high risk of exposure of Hepatitis B that the Juvenile Probation staff come into contact with. Juvenile Probation Office received \$2500.00 from State Grant Fund. Juvenile Probation Officer asked that this money be used to supply all Juvenile staff with vaccinations for Hepatitis B. Motion by Tommy Eatherton seconded by Tommy Stanley to approve using Fund money for vaccinations. Motion carried.

Motion by David Loyd seconded by Tommy Stanley to approve Deputation of Sherry Fennell in Sheriff's office. Motion carried. Copy attached.

Motion by Tommy Eatherton seconded by Tommy Stanley to approve Resolution 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 Alternative Project." Motion carried. Copy attached.

Overload Permit submitted by M.Lipsitz and Company placed into minutes. Copy attached.

Motion by Gaddis Lindsey seconded by Tommy Eatherton to approve Advertising for bids on used mobile home in Pct. #1. Bids to be opened February 14th. Motion carried. No copy attached.

Motion by Tommy Eatherton seconded by David Loyd to adjourn. Motion carried.

Attendance Sheet placed into minutes.



**UPSHUR COUNTY COMMISSIONERS COURT**

**GILMER, TEXAS**

*Everett Dean*  
\_\_\_\_\_  
JUDGE EVERETT DEAN

*Lindsay Gaddis*  
\_\_\_\_\_  
COMMISSIONER PCT 1 GADDIS LINDSAY

*Tommy Stanley*  
\_\_\_\_\_  
COMMISSIONER PCT 2 TOMMY STANLEY

*David Loyd*  
\_\_\_\_\_  
COMMISSIONER PCT 3 DAVID LOYD

*Tommy Eatherton*  
\_\_\_\_\_  
COMMISSIONER PCT 4 TOMMY EATHERTON

VOL 41 PG 800

East Texas Region



**Marathon  
Oil Company**

P.O. Box 130849  
Tyler, Texas 75713-0849  
Telephone 903/581-6820

January 14, 1994

Upshur County Commissioners Court  
Gilmer, Texas

Attn: Mr. Tommy Stanley  
Commissioner, Precinct 2

**RE: PROPOSED PIPELINE ROAD CROSSING  
BLUEBONNET ROAD  
UPSHUR COUNTY, TEXAS**

Gentlemen:

Attached herewith is a permit application for the installation of a 3-inch natural gas pipeline across Bluebonnet Road near the Bettie Community.

Please present the attached application to your Commissioners Court for review and approval. If acceptable, please advise and I will come by and pick up said permit.

Your assistance in this project is appreciated. In the event you might need any additional information, please give me a call at 1/800-442-8467.

Very truly yours,

MARATHON OIL COMPANY

A handwritten signature in cursive script that reads "Kenneth Ed Gillis".

Kenneth Ed Gillis  
Advanced Landman

/pl  
Attachments

cc: Jim Rose, Production

A subsidiary of USX Corporation

PERMIT APPLICATION FOR  
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT TWO  
DATE JANUARY 14, 1994

Formal notice is hereby given that MARATHON OIL COMPANY  
whose principal address is P.O. Box 130849, Tyler, Texas 75713  
does propose to place a 3 inch natural gas pipeline  
within the ROW of County Road Bluebonnet Road  
as follows:

Install a three (3) inch gas pipeline with an eight (8) inch casing which will cross Bluebonnet Road at a point approximately 2200 feet east of the intersection of Bluebonnet Road and U.S. Hwy. 271. Said pipeline will be installed by boring beneath the entire right-of-way of Bluebonnet Road.

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 18th day of January, 1994.

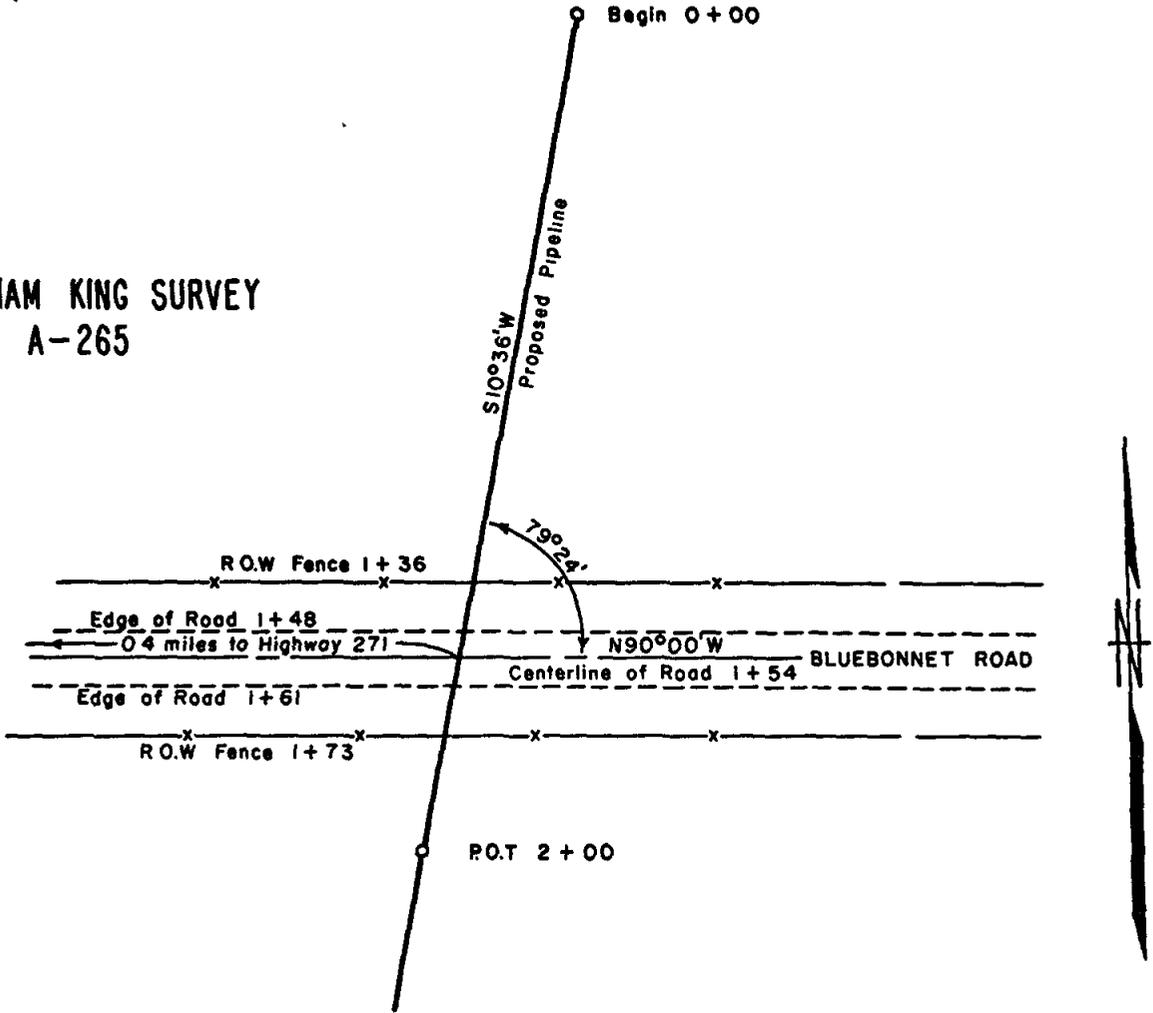
NAME Kenneth Ed Gillis  
Kenneth Ed Gillis

TITLE Advanced Landman

ADDRESS P.O. Box 130849  
Tyler, Texas 75713  
Phone 1/800-442-8467

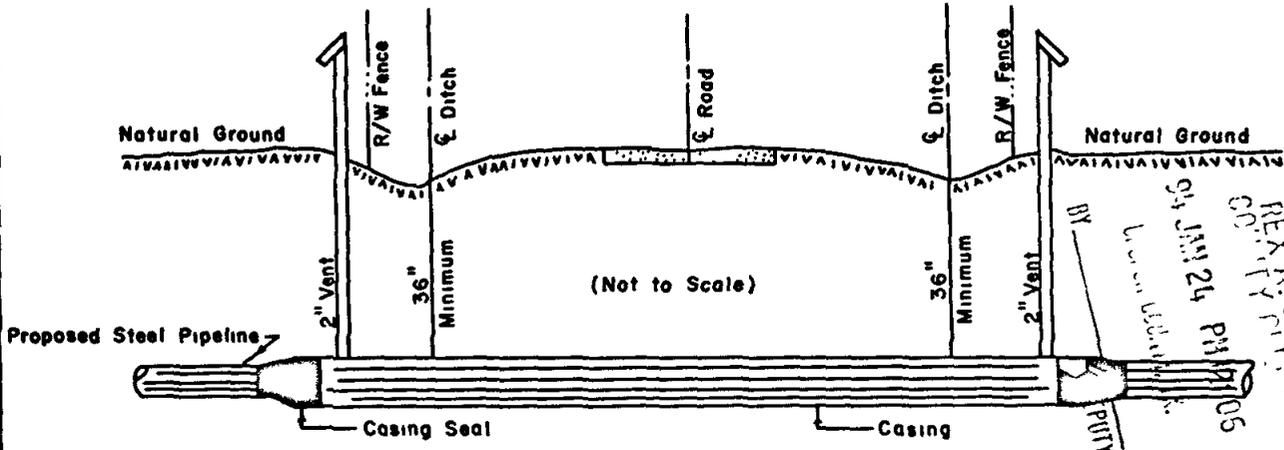
FILED  
SHAW  
REX A. PETER  
COUNTY CLERK  
JAN 24 PM 12:06  
TX  
DEPUTY

WILLIAM KING SURVEY  
A-265



TYPICAL PROFILE

Scale: 1" = 40'



FILED  
REX A. SHAW  
COUNTY CLERK  
9th JIM 24 PM  
1905  
L. Johnson & Associates, Inc.



1/14/94

ROAD CROSSING PLAT  
BLUEBONNET ROAD  
UPSHUR COUNTY, TEXAS

Drafter: CH FB 622-18 (DH) Map No. U-514

From the Office of Harry L. Johnson & Associates, Inc. -- Tyler, Texas

PERMIT APPLICATION FOR  
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT THREE  
DATE Jan. 18, 1994

Formal notice is hereby given that PRITCHETT WATER SUPPLY CORP.  
whose principal address is P. O. BOX 567 Gilmer, TX. 75644.  
does propose to place a PVC water line  
within the ROW of County Road White Oak Rd & Cedar Rd

as follows: To tie into existing 3" water line that is located on private property on the south side of White Oak Rd and cross White Oak Rd and then run north in east ditch of White Cedar Rd for app 1,500', then set meter on private property. Road crossing will be encased from ditch to ditch and all lines will be at least 3' below ditch line.

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 27th day of January, 1994.



NAME Gerald D. Smith

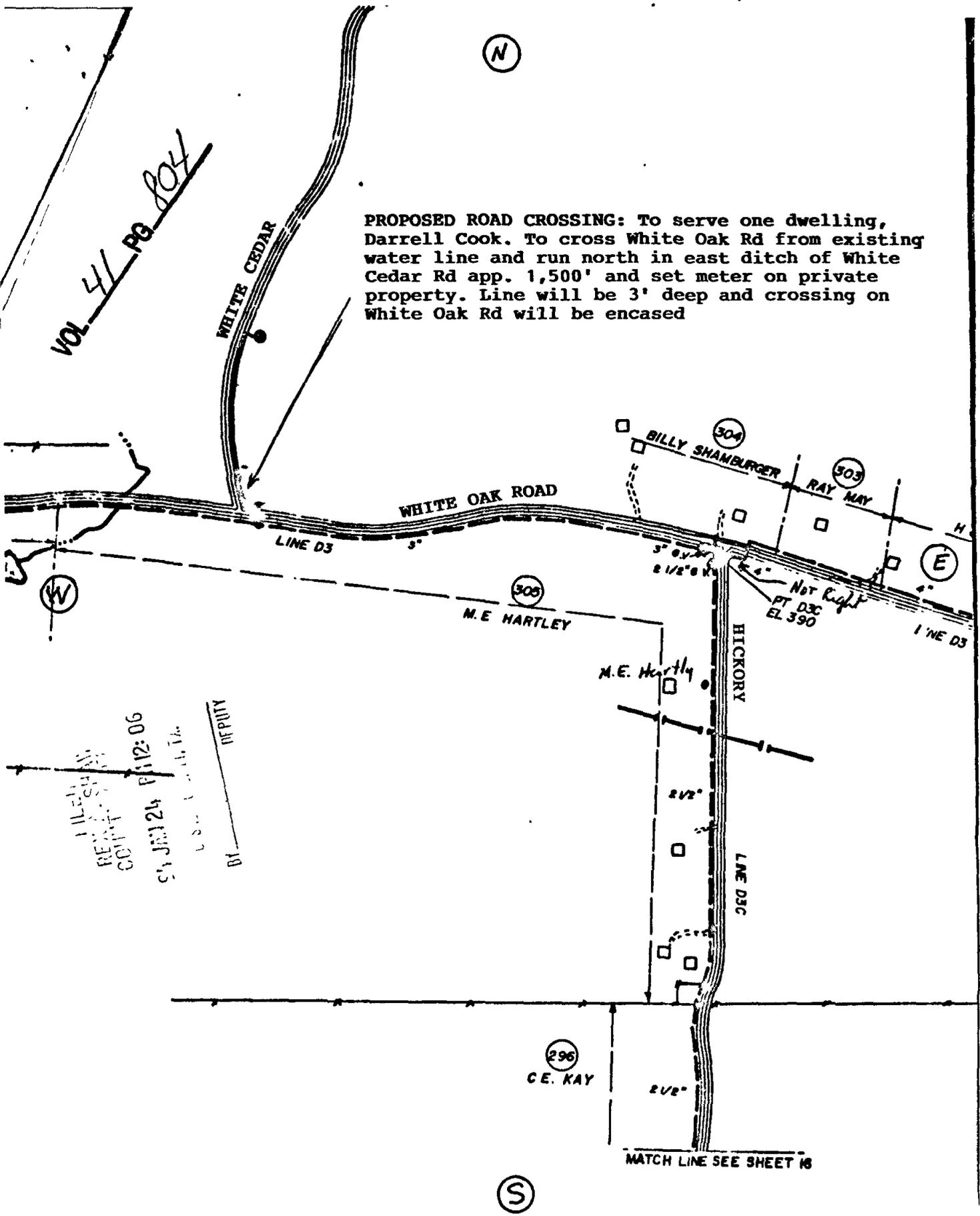
TITLE Manager

ADDRESS P. O. Box 567 Gilmer, TX 75644

VOL 41 PG 804

(N)

PROPOSED ROAD CROSSING: To serve one dwelling, Darrell Cook. To cross White Oak Rd from existing water line and run north in east ditch of White Cedar Rd app. 1,500' and set meter on private property. Line will be 3' deep and crossing on White Oak Rd will be encased



FILED  
 REC'D  
 COUNTY CLERK  
 5th JUN 24 PM 12:06  
 U.S. DEPT. OF THE INTERIOR  
 DEPUTY

MATCH LINE SEE SHEET 16

(S)

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS . X  
COUNTY OF UPSHUR X

KNOW ALL MEN BY THESE PRESENTS

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

1.  
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) From FM 1795 to Red Maple Road .50 mile.

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

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

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

5.  
First Party agrees to POST SURETY BOND 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

Rt. 6, Box 107  
Street or Box

Gilmer, Tx. 75644  
City, State and Zip Code

797-4036  
Telephone

C. M. Quarter Tract  
Timber Tract

January 18, 1994  
Date signed

[Signature]  
County Judge

[Signature]  
Commissioner 1

[Signature]  
Commissioner 2

[Signature]  
Commissioner 3

[Signature]  
Commissioner 4

PERMIT Date signed

Permit issued for a period not to exceed 90 days.

FILED  
REX A. SHAW  
COUNTY CLERK  
JAN 24 PM 12:06 '94

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. 3, Upshur County, Texas, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 3, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.  
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) From E.M. 2685 to SCARLET OAK 1-mile to Locust 1/2 mile

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

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

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

5.  
First Party agrees to POST SURETY BOND 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  
1215 S. Montgomery  
Street or Box  
Gilmer, Texas 75644  
City, State and Zip Code  
(903) 843-2457  
Telephone  
Ellison  
Timber Tract

[Signature]  
County Judge  
Gardner Lunday  
Commissioner 1  
Tommy D. Stanley  
Commissioner 2  
[Signature]  
Commissioner 3  
[Signature]  
Commissioner 4

January 18, 1994  
Date Signed

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

Permit issued for a period not to exceed 90 days.

59 JAN 24 PM 12:06  
FILED  
REX. SH. CO. CLERK

6 Trucks

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS . X  
COUNTY OF UPSHUR X

KNOW ALL MEN BY THESE PRESENTS

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

1.  
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) FM 1795 between Pct 4 to Lesmore Pct 3 1 mile to Peach 2 miles & Red Cedar 1 mile

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

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

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

5.  
First Party agrees to POST SURETY BOND 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.

David D. Adams  
First Party Signature

James D. Stanley  
County Judge

P.O. Box 44  
Street or Box

Waddis Lindsey  
Commissioner 1

Chavton Tex, 75637  
City, State and Zip Code

Jimmy D. Stanley  
Commissioner 2

(903) 692-3167  
Telephone

David Lord  
Commissioner 3

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

Jerry Estel  
Commissioner 4

January 18, 1994  
Date Signed

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

Permit issued for a period not to exceed 90 days.

94 JUN 24 PM 12:06

FILED  
REX A. SHAW  
COUNTY CLERK

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 4  
DATE 1-12-94

Formal notice is hereby given that Sabrina Richardson  
whose principal address is 700 A Scenic, Longview, Tx. 75604  
does propose to place a culvert  
within the ROW of County Road W. Lake Drive  
as follows:

903-295-1139

Culverts will be at Holmes Concrete.

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

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

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

NAME Sabrina Richardson

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_



FILED  
RECEIVED  
COUNTY CLERK  
ON JAN 24 PM 12:05  
GILMER, TEXAS  
BY \_\_\_\_\_  
DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS . X  
COUNTY OF UPSHUR X

KNOW ALL MEN BY THESE PRESENTS

The undersigned Jimmy Price, 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) From 154 to Azalea Lane to the end of 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.

Jimmy Price  
First Party Signature

Rt 2 Box 257  
Street or Box

Linden Tex 75563  
City, State and Zip Code

903-756-5214  
Telephone

Taylor  
Timber Tract

JANUARY 14, 1994  
Date Signed

[Signature]  
County Judge

[Signature]  
Commissioner 1

[Signature]  
Commissioner 2

[Signature]  
Commissioner 3

[Signature]  
Commissioner 4

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

Permit issued for a period not to exceed 90 days.

FILED  
REX A. SHAW  
COUNTY CLERK  
JAN 24 PM 12:06 '94

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS . . X

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR X

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

1. First Party agrees to use only that section of (describe exact route, direction and miles in tenths) From FM 49 to Nandina Road (1/2 mile) which is damaged by this party already.

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

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

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

5. First Party agrees to POST SURETY BOND 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.

AD Deardorff  
First Party Signature  
2301 Randolph St.  
Street or Box  
Marshall TX 75670  
City, State and Zip Code  
938-4404  
Telephone

Timber Tract \_\_\_\_\_  
JANUARY 14, 1994  
Date signed

[Signature]  
County Judge  
Gaddis Lindsay  
Commissioner 1  
Jerry J. Stanley  
Commissioner 2  
[Signature]  
Commissioner 3  
[Signature]  
Commissioner 4

\_\_\_\_\_  
Date signed

Permit issued for a period not to exceed 90 days.

54 JAN 24 PM 12:06

CLERK COUNTY CLERK

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS . X  
COUNTY OF UPSHUR X

KNOW ALL MEN BY THESE PRESENTS

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

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

From 852 to Muskrat onto Giraffe

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

3.  
First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing logs from its lands located in Precinct No. 4, Upshur County.

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

5.  
First Party agrees to POST SURETY BOND 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.

Ted Davis Timber  
First Party Signature

P. O. Box 396  
Street or Box

Bloomburg, Tx. 75556  
City, State and Zip Code

796-0217 (903)  
Telephone

Brown  
Timber Tract

1-12, 94  
Date Signed

[Signature]  
County Judge

[Signature]  
Commissioner 1

[Signature]  
Commissioner 2

[Signature]  
Commissioner 3

[Signature]  
Commissioner 4

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

Permit issued for a period not to exceed 90 days.

FILED  
REX A. SHAW  
COUNTY CLERK  
94 JAN 24 PM 12:06

SPECIAL ROAD USE AGREEMENT CONTRACT

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

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

1.  
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) From 259 to SNAPDAAGAN 1 1/2 miles to PETAUA WEST 1/2 mile

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 drilling site from its lands located in Precinct No. 2, Upshur County.

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

5.  
First Party agrees to POST SURETY BOND 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.

Oliver Newton  
First Party Signature

P.O. Box 81  
Street or Box

Winkasboro TX 75496  
City, State and Zip Code

903-689-2294  
Telephone

Timber Tract

1-41-94  
Date Signed

Permit issued for a period not to exceed 90 days.

[Signature]  
County Judge

[Signature]  
Commissioner 1

[Signature]  
Commissioner 2

[Signature]  
Commissioner 3

[Signature]  
Commissioner 4

Date Signed

94 APR 21 PM 12:06  
COPY 1  
FILED  
CLERK OF COUNTY

OKAY by Lindarvis #220

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS . X  
COUNTY OF UPSHUR X

KNOW ALL MEN BY THESE PRESENTS

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

1.  
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) FM 593 to Rose TRAIL (1/2 mile)

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

3.  
First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing logs from its lands located in Precinct No. 2, Upshur County.

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

5.  
First Party agrees to POST SURETY BOND 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 511  
Street or Box

Drinking Water Texas 75678  
City, State and Zip Code

738-0019 mobile #  
Telephone

Timber Tract

JANUARY 10, 1998  
Date signed

Permit issued for a period not to exceed \_\_\_\_\_ days

[Signature]  
County Judge

[Signature]  
Commissioner 1

[Signature]  
Commissioner 2

[Signature]  
Commissioner 3

[Signature]  
Commissioner 4

\_\_\_\_\_  
Date signed

FILED  
KEX A SHAW  
COUNTY CLERK  
91 JAN 24 PM 9:05

# UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S) *(Jail Div)*

Effective Date 1-26-94 Dept. Sheriff  
 Employee Angela Kay Clappitt  
 Social Security No 459-67-7183 Emp. ID# \_\_\_\_\_

CHANGE(S)	FROM	TO
Grade Step	14.7	1436.33
Rate		
Department		
Position		

REASON(S) FOR THE CHANGE(S)	
<input checked="" type="checkbox"/> Hired	Re-Hired
<input type="checkbox"/> Probationary Period Ended	Merrt Increase
<input type="checkbox"/> Promotion	Transfer
<input type="checkbox"/> Longevity Increase	Demotion
<input type="checkbox"/> Re-evaluation of Job	Retirement
<input type="checkbox"/> Layoff	Discharged
<input type="checkbox"/> Leave-of-Absence	Other

Comments \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Authorized by R. D. Cow Date 1-24-94

Approved by \_\_\_\_\_

# UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 1-11-94 Dept. 612  
 Employee Sherwon Black  
 Social Security No. \_\_\_\_\_ Emp ID# \_\_\_\_\_

50771  
 17

X	CHANGE(S)	FROM	TO
	Grade. Step		7.45
	Rate		\$5.09/HR
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)		
<input checked="" type="checkbox"/>	Hired	Re-Hired
<input type="checkbox"/>	Probationary Period Ended	Mert Increase
<input type="checkbox"/>	Promotion	Transfer
<input type="checkbox"/>	Longevity Increase	Demotion
<input type="checkbox"/>	Re-evaluation of Job	Retirement
<input type="checkbox"/>	Layoff	Discharged
<input type="checkbox"/>	Leave-of-Absence	Other

Comments PART-TIME EMPLOYEE (REGULAR HOURLY EMPLOYEE)

Authorized by Tommy L. Clark  
 Approved by: \_\_\_\_\_ Date: 1-10-94

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 01/11/94 thru 01/24/94

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
61544-APCA	HC 01/11/94	STEPHEN G BAGGS	\$4,454 59	\$4,454 59	D A-CRIMINAL INVESTIGATION, NOV 1-30'93(KERR HOLEMAN, SMITH CASES)
61545-APCA	HC 01/11/94	RUSSELL BROOKS FLEIG	\$4,849 52	\$4,849 52	D. A-CRIMINAL INVESTIGATION, NOV 1-30'93(KERR FAMILY)
61554-APCA	HC 01/14/94	J & J CLEANING SERVICES	\$800 00	\$800 00	CO LIB-CLEAN CARPET@LIBRARY&ACTIVITY BLDG
61555-APCA	HC 01/18/94	FIRST NATIONAL BANK GILMER	\$300,000.00	\$300,000 00	CD#23972 PURCHASED@3 67%(10days)MATURE 1/28/94
61621-APCA	01/24/94	ARATEX SERVICES INC.	\$763 74	\$35 00 \$36 16 \$26 86 \$17 56 \$35 00 \$37 06 \$26 86 \$121 77 \$35 00 \$36 16 \$26 86 \$22 21 \$35 00 \$36 16 \$29 82 \$38 57 \$39 85 \$37 06 \$65 07 \$25 71	PCT#4-CUST#6058001/UNIFORM SERVICE PCT#2-CUST#5935001/UNIFORM SERVICE PCT#1-CUST#5945001/UNIFORM SERVICE PCT#3-CUST#5963001/UNIFORM SERVICE PCT#4-CUST#6058001/UNIFORM SERVICE PCT#2-CUST#5935001/UNIFORM SERVICE PCT#1-CUST#5945001/UNIFORM SERVICE PCT#3-CUST#5963001/UNIFORM SERVICE PCT#4-ACCT#6058001/UNIFORM SERVICE PCT#2-CUST#5935001/UNIFORM SERVICE PCT#1-CUST#5945001/UNIFORM SERVICE PCT#3-CUST#5963001/UNIFORM SERVICE PCT#4-CUST#6058001/UNIFORM SERVICE PCT#2-CUST#5935001/UNIFORM SERVICE PCT#1-CUST#5945001/UNIFORM SERVICE PCT#3-CUST#5963001/UNIFORM SERVICE PCT#4-CUST#6058001/UNIFORM SERVICE PCT#2-CUST#5935001/UNIFORM SERVICE PCT#1-CUST#5945001/UNIFORM SERVICE PCT#3-CUST#5963001/UNIFORM SERVICE
61622-APCA	01/24/94	ARKLA GAS	\$2,780 76	\$1,134 69 \$180 66 \$583 17 \$403 57 \$200 30 \$248 80 \$29 57	J CTR-ACCT#0721436289004 1/10/94 BILLING ROCK BLDG-ACCT#0821434069000 01/11/94 BILLING CTHSE-ACCT#0821434321005 01/11/94 BILLING LIB-ACCT#0821435367007 01/11/94 BILLING LIB-ACCT#0821435368005 01/11/94 BILLING PORTER BLDG-ACCT#0921436007006 01/12/94 BILLING PCT#3-ACCT#0921434261001 01/12/94 BILLING
61623-APCA	01/24/94	BAXTER SALES CO, INC	\$408 10	\$408 10	CO JAIL-TOILET TISSUE, TRASH BAGS, KITCHEN TOWELS
61624-APCA	01/24/94	BISHOP & BISHOP, P C.	\$150 00	\$150 00	D CT-CAUSE#10, 923 FARON MITCHELL
61625-APCA	01/24/94	BOB'S PRINTING	\$411 43	\$14 89 \$148 80 \$38 95 \$32 99	I C. -#10 SECURITY ENVELOPES I C -2 CASES SECURITY ENVELOPES I C -ADDING MACHINE TAPE, BOX SEALING TAPE I C -ADDING MACHINE

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Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 01/11/94 thru 01/24/94

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$84 97	NON DEPT-(1)SHARP CALCULATOR/INS CLAIM, LIGHTENING
				\$47 11	AUD-FAX PAPER-UNIVERSAL 35756
				\$43.72	CD TREAS-STACKABLE DESK TRAYS, W-2 ENVELOPES
61626-APCA	01/24/94	BOBBY STRANGE	\$84 50	\$84 50	D. A -ROBERT MILLER/HOT CK RESTITUTION
61627-APCA	01/24/94	BOGEL SALES INC	\$200 00	\$200.00	I. C -B 1/2 X 11 COPY PAPER
61628-APCA	01/24/94	BONNIE FRED A	\$55.38	\$55.38	CD TAX-UPSHUR COUNTY '93 TAX REFUND#R53059
61629-APCA	01/24/94	BROOKSHIRES	\$168 76	\$66 85	D A-LESLIE COOK/HOT CK RESTITUTION
				\$58 91	D A-PHILLIS JONES/HOT CK RESTITUTION
				\$43.00	D A-TERRY KAMMAN ZENKER/HOT CK RESTITUTION
61630-APCA	01/24/94	CHEVRON FOOD MART	\$80 48	\$80 48	D. A -MARK FIELDS/HOT CK RESTITUTION
61631-APCA	01/24/94	CHEVRON U S A INC	\$207 38	\$132 19	CO. S-ACCT#791-817-003-1/DEC 29, 1993 BILLING
				\$75 19	CO. S-ACCT#789-878-984-2/DEC 29, 1993 BILLING
61632-APCA	01/24/94	CO JUDGE&COMMISSIONER ASSOC.	\$250.00	\$250.00	COMM. CT-ANNUAL DUES FOR JUDGES&COMM.
61633-APCA	01/24/94	COMPLETE BUSINESS	\$559 92	\$39 09	CO S-RICDH F3050 2899 COPIES/12/02/93-01/01/94
				\$23.26	CO. TAX-RICDH F3050 1723 COPIES-12/01/93-1/01/94
				\$2.86	JP#5-RICDH F3060 212 COPIES/12/01/93-01/01/94
				\$45.75	CO. EXT-RICDH F3060 3461 COPIES/12/01/93-01/01/94
				\$15.51	JP#1-RICDH F4415 1149 COPIES/12/01/93-01/01/94
				\$60.62	CO TREAS-RICDH F4418 4490 COPIES 12/01/93-01/01/94
				\$121.82	D. A-RICDH F4418 (9055 COPIES 12/01/93-01/01/94)
				\$93.97	CO. S-RICDH F4418 (6961 COPIES 12/01/93-01/01/94)
				\$30.69	CO. JUDGE-RICDH F5520 (2273 COPIES 12/01/93-01/01/94)
				\$66.62	D CLK-RICDH F5520 (4978 COPIES 12/01/93-01/01/94)
				\$56.89	CO CLK-RICDH F5540 (4214 COPIES 12/01/93-01/01/94)
				\$2.84	CO. AUD-RICDH F3050 (210 COPIES 12/01/93-01/01/94)
61634-APCA	01/24/94	CONOCO INC.	\$18.59	\$18.59	CO. S-ACCT#24-715-2226/GAS
61635-APCA	01/24/94	D. N GALBRATH	\$27.72	\$27.72	CO. TAX-UPSHUR COUNTY '93 TAX REFUND#R50791

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Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions.
					FUEL PUMP, BRAKE FLUID
			\$15 98		PCT#3-HAND CLEANER
			\$4 60		CO BLDG-CLAMPS, COUPLING, WASHERS
			\$52 64		PCT#2-BOLTS, BATTERY, RECYCLE FEE
			\$28 07		PCT#1-GLOVES, GLOVES, BRAKE FLUID
			\$27 89		PCT#1-SILICONE, SLICK "50"
			\$27 46		PCT#3-CARBURETOR KIT, DE-ICER, STARTING FLUID
			\$22 04		PCT#3-RATCHET
			\$9 66		PCT#1-FLASHERS
			\$50 20		PCT#1-TAIL LIGHTS
			\$27 71		PCT#2-U-JOINT, BOLTS
			\$35 00		PCT#1-TUBE
			\$20 80		PCT#3-PAINT; GASKETS
			\$2 94		PCT#3-BOLTS, NUTS & WASHERS
			\$15 47		PCT#1-OUTSIDE PURCHASE
			\$14 11		PCT#1-BOLTS & WASHERS
			\$5 42		CO S-TRANSMISSION FLUID, GAS TREATMENT, SCREW
			\$32 43		CO S-ANTIFREEZE, RADIATOR HOSE, SOLDERING GUN
			\$3 50		PCT#3-BRASS FITTINGS
			\$1 80		CO S-CORD, STARTING FLUID
			\$28 83		PCT#3-BULBS, HANDLE, TIRE TOOL
			\$168 61		PCT#1-O RINGS, SPARK PLUGS, FUEL PUMP; GASKETS, WIRE SET, STARTER, CORE CHARGE, GLOVES
			\$7 18		PCT#2-HORN BUTTON, WIRE, PLUGS
			\$68 48		CO S-BOLTS & NUTS, LAGS, STRAP HITCH, STRAPS, 2 LOCKS, TRANSMISSION FLUID, OIL, KEYS, SPOT LIGHT, PRIMER
			\$40 50		PCT#1-BALL JOINT
			\$97 96		PCT#3-BELTS, WATER PUMP, CORE CHARGE, HAND CLEANER
			\$25 39		PCT#1-TRANSMISSION FLUID, BRAKE FLUID
			\$10 54		PCT#1-BOLTS, DRILL BITS
			\$59 00		PCT#1-SHOCKS
			\$10 48		CO S-DRILL BITS, SCREWS, STRAPS
			\$122 79		CO S-ADJUSTMENT ON 2 TIRES, RECYCLE FEE, LABOR, TIRE, RECYCLE FEE, ELECTRICAL TAPE
			\$204 51		PCT#2-WIPER BLADES, GLOVES, FILE; 3 BANK BLADES, AXES
			\$3 92		PCT#4-GLOVES
			\$43 60		PCT#2-OIL CAPS, OIL CAP, WEED CUTTER, FILE
			\$3 48		PCT#1-OIL(6)
			\$78 06		PCT#3-BELTS, BELTS, GLOVES
			\$4 66		CO S-KEYS(4), (1)
			\$14 12		CO S-SOCKET ADAPTOR, HEX KEYS, SOCKET
			\$3 25		PCT#2-CHAIN OIL
			\$48 63CR		PCT#1-RETURNED STARTER PARTS
			\$40 50CR		PCT#1-RETURNED BALL JOINT/ASSY
			\$4 00CR		PCT#3-RETURNED WATER PUMP-CORE

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*1994-01-24*

Approved Disbursements  
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 01/11/94 thru 01/24/94

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
61660-APCA	01/24/94	JACK P KIRBY, M D	\$107 48	\$26 87 \$26 87 \$26 87 \$26 87	IND-SHARON L TOWNSON, LAB 11/18/93 IND-SHARON L TOWNSON, LAB 12/16/93 IND-FRED D MOORE, LAB 1/14/94 IND-SHARON TOWNSON, LAB 1/14/94
61661-APCA	01/24/94	JIMMIE L. & BRENDA KINGSTON	\$109 31	\$109 31	CO TAX-UPSHUR COUNTY '93 TAX REFUND#R13566
61662-APCA	01/24/94	JODY EMERSON	\$15 00	\$15 00	CAUSE#1488, OVERPAYMENT OF ADM FEE(JP#2, DEC '93 REPORT)
61663-APCA	01/24/94	JOYCE MORRISON	\$26 67	\$26 67	LIB-REIMB/MILEAGE, MEAL NETLS WORKSHOP IN MARSHALL
61664-APCA	01/24/94	LAFAYETTE B HERRING, JR	\$1 10	\$0 55 \$0 55	CO. TAX-UPSHUR COUNTY '93 TAX REFUND#N8635370 CO TAX-UPSHUR COUNTY '93 TAX REFUND#N8506404
61665-APCA	01/24/94	LAIDLAW WASTE SYSTEMS	\$615 00	\$615 00	WASTE-ACCT#070-20542/12/07/93-12/31/93
61666-APCA	01/24/94	LANSDALE TV SALES&SERVICE	\$1 76	\$1 76	CO. S-(2)FUSES @ 88 EACH
61667-APCA	01/24/94	LAWYERS COOPERATIVE PUBLISHI	\$314 20	\$43 95 \$52 50 \$121 35 \$52 45 \$43 95	LAW LIB-U S. SUPREME CT RPTS 2D QUICK CASE PAMP. LAW LIB-US ADVANCE CHARGE 93-94 LAW LIB-TEXAS JUR 3D RV1&CD QD VL LAW LIB-ALR FED VOL 116 &GI UPDT LAW LIB-US SUPREME COURT REPORTS 2D VOL 113
61668-APCA	01/24/94	LEGAL DIRECTORIES PUBLISHING	\$45 88	\$45 88	D. CT-LEGAL DIRECTORIES 1994 TEXAS
61669-APCA	01/24/94	LETN	\$288 00	\$288 00	CO. S-VIDED SERVICE 01/01-01/31/94
61670-APCA	01/24/94	LILLY FOOD SERVICE, INC	\$79 50	\$79 50	CO. JAIL-ACCT#08096/ASST. FOODS
61671-APCA	01/24/94	LONGVIEW ASPHALT INC	\$1,338 48	\$367 62 \$195 58 \$186 56 \$212 52 \$376. 20	PCT#3-OIL SAND (16 71 TONS @ \$22/EA) PCT#3-8 89 TON OIL SAND @22 00 PCT#2-CUST#221772/8 48 TON OIL SAND PCT#3-9 66 TON OIL SAND @ \$22 00 PCT#2-CUST#221772/17.1 TON OIL SAND
61672-APCA	01/24/94	LORIS ELAINE DIXON FLOYD	\$8. 96	\$3. 06 \$4 20 \$0. 54 \$1. 16	CO. TAX-UPSHUR COUNTY '93 TAX REFUND#N8634316 CO. TAX-UPSHUR COUNTY '93 TAX REFUND#N8634632 CO. TAX-UPSHUR COUNTY '93 TAX REFUND#N8505560 CO. TAX-UPSHUR COUNTY '93 TAX REFUND#N8518904
61673-APCA	01/24/94	LUTHER & LENA HAMMOND	\$120 71	\$120 71	CO. TAX-UPSHUR COUNTY '93 TAX REFUND#R00366
61674-APCA	01/24/94	M R PATTON	\$125 00	\$125 00	D. CT-BRYAN HAIRE CAUSE#10535
61675-APCA	01/24/94	MED SHOP	\$45. 34	\$45. 34	D. A-PHILLIS JONES/HOT CK RESTITUTION

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Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 01/11/94 thru 01/24/94

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$846 00	CD CLK-CRIMINAL CASE 01/01/94-03/31/94
				\$584 00	CD CLK-INSTRUMENT INDEX 01/01/94-03/31/94
				\$747 00	CD CLK-MISCELLANEOUS FEES 01/01/94-03/31/94
				\$740 00	JP#1-JUSTICE OF THE PEACE 01/01/94-03/31/94
				\$253 00	D A-CRIMINAL CASE MANAGEMENT 01/01/94-03/31/94
				\$168 00	D A-COURT ADMINISTRATION 01/01/94-03/31/94
				\$300 00	D CLK-CIVIL CASE MANAGEMENT 01/01/94-03/31/94
				\$846 00	D CLK-CRIMINAL CASE MANAGEMENT 01/01/94-03/31/94
				\$309 00	D CLK-JURY 01/01/94-03/31/94
				\$483 00	D CLK-CHILD SUPPORT 01/01/94-03/31/94
				\$419 00	CD TAX-VOTER REGISTRATION 01/01/94-03/31/94
				\$2,382 00	CD TAX-AUTOMATED TAX COLLECTION 01/01/94-03/31/94
				\$518 00	CD TREAS-ACCOUNTS PAYABLE 01/01/94-03/31/94
				\$588 00	CD TREAS-PAYROLL 01/01/94-03/31/94
				\$214 00	CD TREAS-REVENUE SYSTEM 01/01/94-03/31/94
				\$305 00	CD TREAS-BANK MANAGER 01/01/94-03/31/94
61711-APCA	01/24/94	THOMAS BUIE MCCLAIN	\$3 32	\$1 22	CD TAX-UPSHUR COUNTY '93 TAX REFUND#N8637976
				\$2 10	CD TAX-UPSHUR COUNTY '93 TAX REFUND#N8638029
61712-APCA	01/24/94	THROCKMORTON CO APRRL	\$5,327 27	\$585 97	AVAIL SCHOOL-OWNER#5179/ACCT#001-1014-5200/'9 3 TAXES
				\$4,741 30	AVAIL SCHOOL-OWNER#5179/ACCT#001-1008-2500-00 00, '93 TAXES
61713-APCA	01/24/94	TURNER, TURNER, % TURNER	\$80 85	\$80 85	CD TAX-UPSHUR COUNTY '92 TAX REFUND#R44584
61714-APCA	01/24/94	UPSHUR COUNTY	\$7,249 36	\$184 50	CR-FEES FOR QTR ENDING 12/31/93
				\$2 80	CS-FEES FOR QTR ENDING 12/31/93
				\$377 24	CJP-FEES FOR QTR ENDING 12/31/93
				\$66 33	CJPT-FEES FOR QTR. ENDING 12/31/93
				\$4 00	JPD-FEES FOR QTR ENDING 12/31/93
				\$33 11	LEMI-FEES FOR QTR ENDING 12/31/93
				\$66 32	LEOSE-FEES FOR QTR ENDING 12/31/93
				\$159 54	MCC-FEES FOR QTR ENDING 12/31/93
				\$157 50	OCL-FEES FOR QTR ENDING 12/31/93
				\$3,893 50	DPS-FEES FOR QTR ENDING 12/31/93
				\$44 00	TPWL-FEES FOR QTR ENDING 12/31/93
				\$20 00	TABC-FEES FOR QTR ENDING 12/31/93
				\$510 00	JP-ART 53 01-FEES FOR QTR ENDING 12/31/93
				\$825 20	SO-ART 53 01-FEES FOR QTR ENDING 12/31/93
				\$905 32	CVCA-FEES FOR QTR. ENDING 12/31/93
61715-APCA	01/24/94	UPSHUR COUNTY FORD TRACTOR	\$55 71	\$55 71	PCT#4-POINT(4), PIN ASSY (5)
61716-APCA	01/24/94	VALU-LINE	\$10 45	\$10 45	D CLK-ACCT#13772 01/02/94 BILLING

01/24/94

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 01/11/94 thru 01/24/94

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
61717-APCA	01/24/94	VERNON PHILLIPS	\$92 67	\$53 90 \$38 77	CO TAX-UPSHUR COUNTY '92 TAX REFUND#R47308 CO. TAX-UPSHUR COUNTY '93 TAX REFUND#R47308
61718-APCA	01/24/94	VINGO FOODS	\$148 29	\$148.29	D A -TINA MARIE STILL/HOT CK RESTITUTION
61719-APCA	01/24/94	VINYARD'S	\$50 00	\$50 00	D A -MARK FIELDS/HOT CK RESTITUTION
61720-APCA	01/24/94	W S CHASTEEN	\$116.08	\$116 08	JP#3-REIMBURSE/311m1@ 28ea. NOV-DEC '93. POSTAGE
61721-APCA	01/24/94	WALKER'S PHARMACY	\$28 00	\$18 91 \$9 09	IND-DAVID ALLEN/PRESCRIPTION#414081 IND-DAVID ALLEN/PRESCRIPTION
61722-APCA	01/24/94	WALMART STORE #146	\$25 14	\$3 73 \$21.41	PEER-FIRST AID SUPPLIES CO S-PROCESSING 11 ROLLS FILM
61723-APCA	01/24/94	WEST PUBLISHING	\$1,614 75	\$15 50 \$31 50 \$15 00 \$15 00 \$57 00 \$36 50 \$15.00 \$38 00 \$28 50 \$28 50 \$16 00 \$30 50 \$253 00 \$16 00 \$253 00 \$16 00 \$253 00 \$253 00 \$44.25 \$78 75 \$45 00 \$31.50 \$44 25	LAW LIB-TX CV PR&REM CD 94PA LAW LIB-FD 3D V1 CO CLK-TX FAMILY CD 94PAM CO CT-TX FAMILY CD 94PAM D JUDGE-TX CM PR CD&RLS 94PA D JUDGE-TX CORP&PROD CD 94PA D JUDGE-TX FAMILY CD 94PAM LAW LIB-TX CMR CD&RLS 94PA LAW LIB-TX FAMILY CD 94PAM D A-TX FAMILY CD 94PAM CO. CLK-TX PROBATE CD 94PAM CO CT-TX PROBATE CD 94PAM CO CT-TX ST&CD 94PP D JUDGE-TX PROBATE CD 94PAM D. JUDGE-TX ST&CD 94PP LAW LIB-TX PROBATE CD 94PAM LAW. LIB-TX ST&CD 94PP D. A-TX ST&CD 94PP LAW. LIB-TX CS 855-856 LAW LIB-USC 28 1332-1440 3BK CO. AUD &TREAS-PUB #103191/LOCAL GOVT CODE 1994 PAM LAW LIB-FD 3D V2 LAW LIB-TX CS 857-858
61724-APCA	01/24/94	WHITE SWAN, NORTH	\$593 14	\$593 14	CO JAIL-CUST#420711/ASSORTED FOODS
61725-APCA	01/24/94	WILLIAM E. & VIRGINIA PRESSL	\$63 24	\$63 24	CO. TAX-UPSHUR COUNTY '93 TAX REFUND#R34865
61726-APCA	01/24/94	WILLOUGHBY JUVENILE CENTER	\$715 00	\$715 00	CJD-DETENTION/DEC. '93 JA 13 DAYS
Total for APCA - Accounts Payable Clearing Account			\$402,900 79		

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Approved Disbursements  
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 01/11/94 thru 01/24/94

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
649-FNB INS	HC 01/13/94	BEHRENS INCORPORATED	\$1,069 47	\$1,069 47	GROUP#160, 01/07/94 PAYMENT REGISTER
650-FNB INS	HC 01/13/94	ACORDIA BENEFITS OF TEXAS, I	\$1,231 98	\$1,231 98	UPS01/CLAIMS 1/6/94 CUT OFF
651-FNB INS	HC 01/13/94	FIRST NATIONAL BANK	\$315,000 00	\$315,000 00	CD#23961 PURCHASED@3 67%(28days)TO MATURE 2/10/94
652-FNB INS	HC 01/20/94	BEHRENS INCORPORATED	\$1,052 11	\$1,052 11	GROUP #160, 01/14/94 PAYMENT REGISTER
Total for FNB INS - INSURANCE			\$318,353 56		
Grand Total			\$721,254 35		

Vol 41 pg 828

*Everett Dean*  
County Judge, Everett Dean

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

*Tommy L. Stanley*  
Commissioner Pct.#2, Tommy L. Stanley

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

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

BY  
1994 JAN 22  
FILED  
COUNTY CLERK

BUDGET AMENDMENT

DATE: 1-24-94

HONORABLE COMMISSIONERS COURT OF UPSHUR COUNTY:

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

FUND	DEPT.	FROM	TO	AMOUNT
			10-560-5500	\$ 13,000
			5450	937
personal money for quarter ending 12 31-94				
			10-565-5450	\$ 2850.37
10	560	3240	3300	2000.00
10	560	4340	4410	

APPROVED COMMISSIONERS COURT

EVERETT DEAN, COUNTY JUDGE

COMMISSIONER PCT. #2

COMMISSIONER PCT. #4

COMMISSIONER PCT. #1

COMMISSIONER PCT. #3

ATTEST COUNTY CLERK

REX SHAW, COUNTY CLERK

FILED  
 REX A. SHAW  
 COUNTY CLERK  
 JAN 24 11:12:06  
 DEPT. 100

BUDGET AMENDMENT

DATE: 1-24-91

HONORABLE COMMISSIONERS COURT OF UPSHUR COUNTY:

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

FUND	DEPT.	FROM	TO	AMOUNT
10	401	4600	5400	100
10	499	4495	3010	300
17	613	5675	3420	2,000
			575.0	2,000
16	612	5675	5350	3000

APPROVED COMMISSIONERS COURT

EVERETT DEAN, COUNTY JUDGE

COMMISSIONER PCT. #2

COMMISSIONER PCT. #4

ATTEST COUNTY CLERK

BY \_\_\_\_\_  
DEPUTY

91 JAN 24 PM 12:05

REX SHAW  
COUNTY CLERK

COMMISSIONER PCT. #1

COMMISSIONER PCT. #3

REX SHAW, COUNTY CLERK



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



JANUARY 18, 1994

RE: CONSIDERATION OF A SEALED BID FOR PROPERTY  
# R05128

UPSHUR COUNTY COMMISSIONER'S COURT  
UPSHUR COUNTY TEXAS

Dear Sirs,

Mrs. Willie Mae Thompson has submitted a sealed bid on Property described in Cause # 90-119TX struck off to Upshur County for itself and in trust for Gilmer Independant School District.

The bid amount is \$ 5,685.50. This amount will cover all delinquent taxes on this property, however, the bidder wishes to pay this amount in monthly installments in the amount of \$ 250.00.

Please consider this bid and the terms on which the bidder wishes to purchase this property.

I have attached a description of this property for your convience.

Thank You

Micheal L. Smith  
Tax Assessor-Collector

attachment

cjh/MLS

*Rejected*

WHEREAS, Commissioners Court of UPSHUR COUNTY, 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. 90-119TX

County of UPSHUR vs. WAGGONER, PEARLINE

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}

MRS. WILLIE THOMPSON  
RT 8 BOX 938  
GILMER, TX 75644

for and in consideration of the cash sum of \$ 5,685.50, said \$ 5,685.50 to be distributed pursuant to Chapter 34 of the Texas Property Tax Code.

Resolved this the \_\_\_\_\_ day of \_\_\_\_\_

Attest:

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

\_\_\_\_\_  
Secretary  
{seal}

\_\_\_\_\_  
Commissioner Prec. 1

\_\_\_\_\_  
Commissioner Prec. 2

\_\_\_\_\_  
Commissioner Prec. 3

\_\_\_\_\_  
Commissioner Prec. 4

Waggoner, Harold J

Ab 402 C.B. Powell HR Survey R05128  
Vol. 336, Page 442... 502, ULED, 230, FDI

2.3592 Ac + m. Home

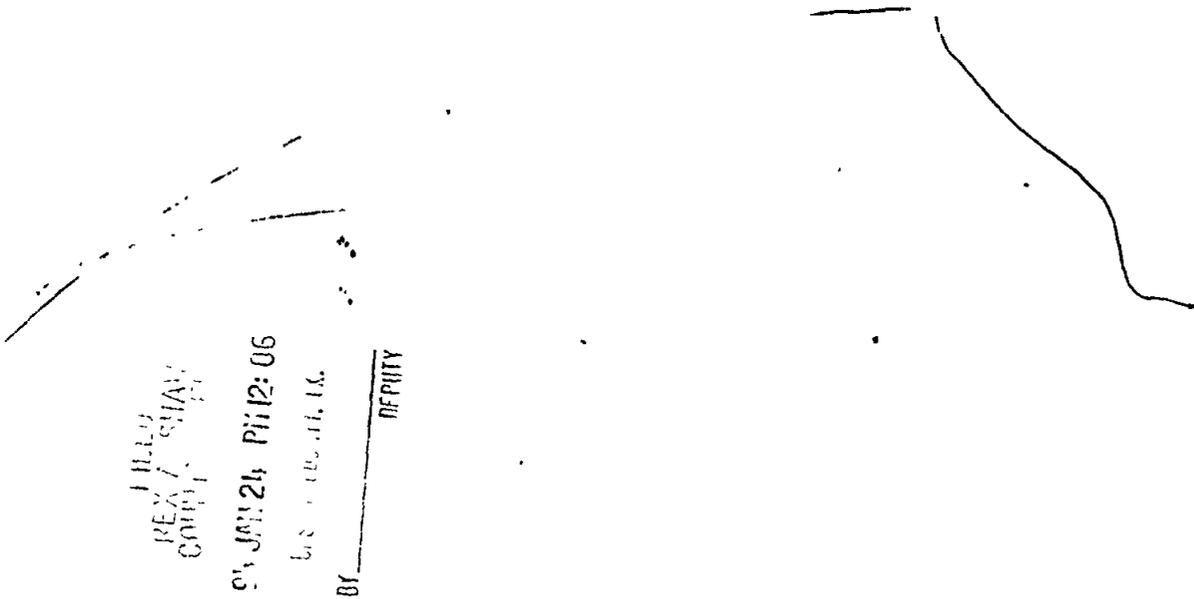
Opening Bid - \$5,685.50  
Sale Date - 05/04/93

Cause # 91-119TX

Situs: Bluebird; S. Side Assessed: 14,457.00

Map ID: N-9

Imp NNS: 9,257.00  
Land NNS: 5,200.00



FILED  
 REX / SHAW  
 COUNTY, OK  
 05 JAN 24 PM 12:06  
 BY \_\_\_\_\_  
 DEPUTY

Willie Gayer Dempson SS# 452-98-5070

10-5-93

bid 5,685.50 expected - need to make arrange payment of 250.00 month



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



JANUARY 18, 1994

RE: CONSIDERATION OF A SEALED BID FOR PROPERTY DESCRIBED IN CAUSE # 91-116TX

UPSHUR COUNTY COMMISSIONERS COURT  
UPSHUR COUNTY, TX

Dear Sirs,

Mr. and Mrs. Lonnie C. Anderson have submitted a bid for Property # R40622, known as Hereans Lodge, Lot 1 Block A, Bellview Addition, Gilmer Tx. The bid amount of \$3,500.00 will not cover all delinquent taxes, court cost and attorney fees.

Please consider this bid and sign and return the attached resolution to the tax office.

I have attached a description of this property for your convience.

Thank you,

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

Micheal L. Smith  
Tax Assessor-Collector  
Upshur County

attch

cjh/MLS

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. 91-116TX

County of UPSHUR vs. Hereans Lodge

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}

Mr and Mrs Lonnie Anderson  
906 Pine St  
Gilmer Tx 75644

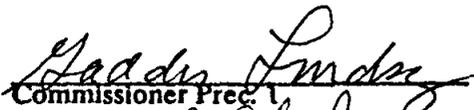
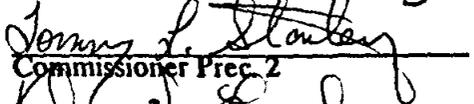
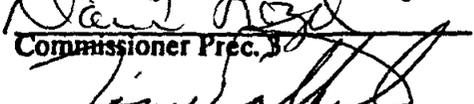
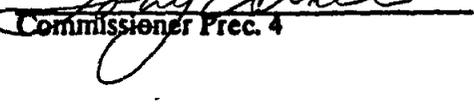
for and in consideration of the cash sum of \$ 3,500.00, said \$ 3,500.00 to be distributed pursuant to Chapter 34 of the Texas Property Tax Code.

Resolved this the \_\_\_\_\_ day of \_\_\_\_\_

  
County Judge

Attest:

\_\_\_\_\_  
Secretary  
{seal}

  
Commissioner Prec. 1  
  
Commissioner Prec. 2  
  
Commissioner Prec. 3  
  
Commissioner Prec. 4

Nereans, Lodge Hall

Lot 1A, Block A R40622  
Bellview Addition 502, UCEID, C11, 230  
Vol. 169 Page 427 Lodge Bld.  
Cause # 91-116TX Opening Bid - \$ 3,016.25  
Sale Date - 05/04/93

Situs: 1124 Bruce Imp NNS: 3,060.00  
Map ID: GB Land NNS: 1,375.00  
Total Assessed: 4,435.00

FILED  
REX S. SHAW  
COUNTY CLERK  
94 JUN 24 PM 12:06  
BY \_\_\_\_\_  
DEPUTY

IN THE COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS

ORDER CANCELLING PORTION OF Thurwood Acres Subdivision.

ON THIS the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, came on to be considered at a special term of this Court, the application of Frank O. Thurman, to cancel that portion of the Thurwood Acres Subdivision, a part of the James Scott Survey, Upshur County, Texas covering Lots 19 through 52

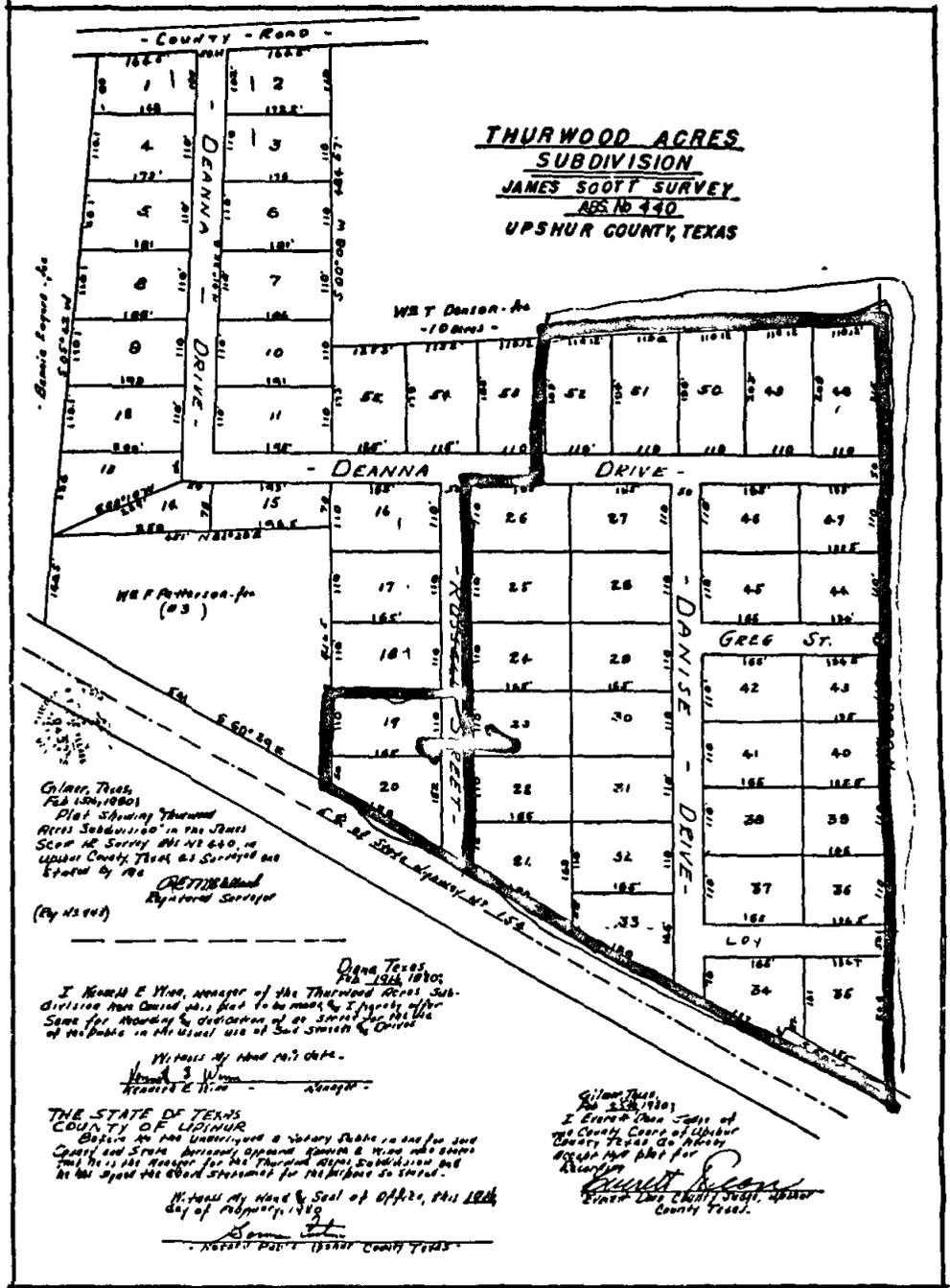
of said subdivision, so as to throw the said lands back into acreage as it existed before such subdivision was made, and it appearing to the court that such cancellation will not interfere with the established rights of any purchaser owning any portion of such subdivision; it further appearing that notice of such application has been published in the Gilmer Mirror, a newspaper published in the English language in Upshur County, Texas, for three weeks prior to the date of this order; and it appearing to said court that such application should be granted.

IT IS, THEREFORE, ORDERED that Lots 19 through 52

of the Thurwood Acres Subdivision as shown by plat recorded in Vol. 4, Page 689, Upshur County Plat Records, now owned by Frank O. Thurman, be and the same are cancelled from said subdivision and changed to acreage.

  
EVERETT DEAN, COUNTY JUDGE  
UPSHUR COUNTY, TEXAS

VOL 41 PG 838



Gilmer, Texas, Feb 10th, 1930  
 Plat Showing Thurwood Acres Subdivision in the James Scott Survey ABE No 440, in Upshur County, Texas as Surveyed and Extended by me  
 J. E. Dean  
 Registered Surveyor  
 (By No 440)

Deanna, Texas, Feb 12th, 1930  
 I, Harold E. Wynn, manager of the Thurwood Acres Subdivision have caused this plat to be made by J. E. Dean, a Registered Surveyor, and he is the Registrar for the Thurwood Acres Subdivision and he has signed the Board Statement for the purpose so stated.

W. H. Hill of 1930 (03) Clerk.  
 Harold E. Wynn - Manager.  
 THE STATE OF TEXAS  
 COUNTY OF UPSHUR  
 Before me this day of August, 1930, J. E. Dean, County Judge of Upshur County, Texas, do hereby certify that the above plat for the Thurwood Acres Subdivision was signed by the Board of Directors for the purpose so stated.  
 My hand and Seal of Office, this 23rd day of August, 1930.  
 J. E. Dean  
 County Judge  
 Upshur County, Texas

Gilmer, Texas, Feb 23rd, 1930  
 I, Everett Dean, Judge of the County Court of Upshur County, Texas, do hereby certify that the above plat for the Thurwood Acres Subdivision was signed by the Board of Directors for the purpose so stated.  
 Everett Dean  
 County Judge  
 Upshur County, Texas

F. W. THURMAN  
 668-1426

30,000 net  
 67-21-112-05  
 11-11-11  
 11-11-11  
 11-11-11

The Upshur County Commissioner's Court will open and accept bids on Monday, January 24, 1994, at 9:00 a.m., for a wood chipper for precinct #3.

**ATTACHED IS A COPY OF BID SPECIFICATIONS.**

If you desire to place a bid, do so FOB, County Judge's office before 9:00 a.m, Monday, January 24, 1994.

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 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.

**BID SPECIFICATIONS**

**FOR WOOD CHIPPER**

**BID REQUIREMENTS:**

The equipment bid shall be new, current model, 1994 of the latest design, prior year models or demonstrator models will not be accepted. Equipment shall have the minimum requirements listed herein.

Prior to the equipment being put into service, all malfunctions, adjustments and modifications must be made. If it is not possible to make there promptly, arrangements for such repairs must be to the satisfaction of Upshur County, before payment for equipment is made.

Bidder shall furnish specifications and/or technical data sheets or make and model bid.

**AXLE:**

Shall be 3500 pound rated, with leaf spring suspension.

**FRAME:**

Shall be 4" with 5.4 pounds per foot.

**BATTERY/BATTERIES:**

Heavy duty, minimum 580 cold cranking amps, to accommodate cranking a diesel engine; can be top or side post design.

**BRAKES:**

Shall be electrically actuated, drum and shoe type, approximately 10" x 2.25" in size.

**CHIPPING DISC:**

Chipping disc assembly shall be approximately 30 inches in diameter plus or minus 1 inch and shall be 1.5 inches thick. Shall have two cutting knives at 180 degree intervals. Knives shall be grade A-8 tool steel with a Rockwell C rating of 56-58 plus or minus 2 points. Size of knives shall be 8" x 3.5" x 3/8" thick. Speed shall be 1300 rpm.

**DISCHARGE CHUTE:**

Shall be constructed of 11 gauge top and 13 gauge sides and bottom. Shall rotate 270 degrees with stops to prevent complete 360 degree rotation.

**ENGINE:**

Shall be 2 cylinder, four cycle diesel, rated at 43 h.p. and 3000 rmp. shall be air cooled; system shall be of ample size to cool engine at full horse power, full rmp for extended lengths of time at 100 degrees Fahrenheit. Equipped with overheat shutdown and low oil pressure shutdown.

**FUEL SYSTEM:**

Shall consist of fuel tank of 15 gallons in capacity. Shall have electric or mechanical fuel pump. Shall have primary and secondary filters mounted on the engine. Filters shall be of the "spin-on" type and with approximately 10 micron filtering rating. Air filter shall be heavy duty dry type, 2 stage.

**GAUGES:**

Shall be either warning lights or gauges for oil pressure and temperature. Engine shall be equipped with low engine oil and high temperature shut down devices. Shall have fuel gauge in fuel cap or in tank.

**HYDRAULIC SYSTEM:**

Shall consist of a minimum 5 gallon storage tank with clean out lid. Shall have gear driven pump with 4 GPN capability. Shall be equipped with "spin-on" type filter with approximately 10 micron filtering capability. Shall be equipped with automatic load sensing feed roller system. Feed roller shall be horizontal and shall be approximately 18" in diameter. Feed rollers shall be equipped with stop/reverse bar. Feed speed shall be infinitely variable, 0-247 feet per minute. Feed rollers shall operate independent of the chipper disc. Shall have stop/reverse bar within easy reach of operator from left or right of machine.

**HITCH:**

Chipper shall be equipped with hitch to receive either 2-5/16" ball hitch or pin hitch.

**LIGHTS:**

Shall be equipped with all lights, reflectors and any devices required to conform to all federal, state, and local laws covering towed equipment. Shall be equipped with a "Slow Moving Vehicle" sign attached to feeder table, to show when feeder table is raised. Shall be attached in such a way that no bolts protrude through feeder table work surface.

**THEFT/VANDALISM PACKAGE:**

All compartments, tool boxes, feeder table, fuel tank, hydraulic tank, and engine compartment shall be secured with locks.

**TIRES:**

Shall be 215/75R-14.

**WARRANTY:**

Shall be standard for wood chipper industry, and shall be fully explained in bidder's proposal.

Unit must be delivered to Upshur County freight free.

Ninety day safety and maintenance inspection at our location.

Bidder must provide training session for County personnel on proper use and maintenance of chipper.

**ANY EXCEPTIONS OR ALTERNATIVES TO BID SPECIFICATIONS MUST BE ATTACHED.**

**TOTAL AMOUNT OF BID:** \$13750.00

**EQUIPMENT BID:**

Manufacturer Name Vermeer

Model No. #935 with auto-feed

Deliver date 2-3 days ARO  
(from date of award)

**BIDDER:** Vermeer Equipment of Texas, Inc.  
(COMPANY)

**SIGNED:** Glen Tharp Glen Tharp

**DATE:** 1/24/94

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: Vermeer Equipment of Texas, Inc.

SIGNED BY: Glen Tharp Glen Tharp, Sales Representative  
(sign name in writing) (Title)

ADDRESS: Rt. 2, Box 228, Big Sandy, TX 75755

TELEPHONE NUMBER: 903/845-6387 DATE: 1/24/94

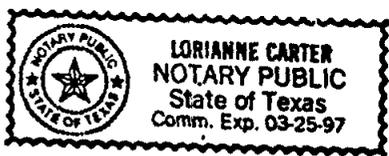
AFFIDAVIT

STATE OF TEXAS  
COUNTY OF

Before me the undersigned authority on this the 24<sup>th</sup> day of January, 1994, personally appeared Glen Tharp who being duly sworn deposes and says that he signed the above instrument for the purposes and considerations herein expressed.

(SEAL) Lorianne Carter  
Notary Public in and for Upshur County, Texas  
My commission expires 3-25-97

NOTE: Bids not notarized will not be considered.



FILED  
REX S. SIMAN  
COUNTY CLERK  
91 JAN 24 PM 12:05  
BY \_\_\_\_\_  
DEPUTY



**OAKERSON, ARNOLD, WALKER & CO.**

EARL M. OAKERSON  
CERTIFIED PUBLIC ACCOUNTANT  
BOB J. ARNOLD  
CERTIFIED PUBLIC ACCOUNTANT  
LANNY G. WALKER  
CERTIFIED PUBLIC ACCOUNTANT  
KRIS ARNOLD  
CERTIFIED PUBLIC ACCOUNTANT

*Certified Public Accountants - A Professional Corporation*  
(903) 572-6606 • Fax (903) 572-3751

MEMBER  
AMERICAN INSTITUTE  
OF CERTIFIED PUBLIC ACCOUNTANTS  
TEXAS STATE SOCIETY  
OF CERTIFIED PUBLIC ACCOUNTANTS

The Honorable Judge and County Commissioners  
Upshur County, Texas  
Gilmer, Texas

We have audited the general purpose financial statements of the County of Upshur, Texas, as of and for the year ended September 30, 1993, and have issued our report thereon dated January 4, 1994.

We conducted our audit in accordance with generally accepted auditing standards and Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the general purpose financial statements are free of material misstatement.

In planning and performing our audit of the financial statements of the County of Upshur, Texas, for the year ended September 30, 1993, we considered its internal control structure in order to determine our auditing procedures for the purpose of expressing our opinion on the general purpose financial statements and not to provide assurance on the internal control structure.

The management of the County of Upshur, Texas, is responsible for establishing and maintaining an internal control structure. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of internal control structure policies and procedures. The objectives of an internal control structure are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use of disposition, and that transactions are executed in accordance with management's authorization and recorded properly to permit the preparation of general purpose financial statements in accordance with generally accepted accounting principles. Because of inherent limitations in any internal control structure, errors or irregularities may nevertheless occur and not be detected. Also, projection of any evaluation of the structure to future periods is subject to the risk that procedures may become inadequate because of changes in conditions or that the effectiveness of the design and operation of policies and procedures may deteriorate.

For the purpose of this report, we have classified the significant internal control structure policies and procedures in the following categories: financing, receipts, disbursements, and external financial reporting.

County of Upshur, Texas

Page 2

For all of the internal control structure categories listed above, we obtained an understanding of the design of relevant policies and procedures and whether they have been placed in operation, and we assessed control risk.

We noted certain matters involving the internal control structure and its operation that we consider to be reportable conditions under standards established by the American Institute of Certified Public Accountants. Reportable conditions involve matters coming to our attention relating to significant deficiencies in the design or operation of the internal control structure that, in our judgment, could adversely affect the County's ability to record, process, summarize, and report financial data consistent with the assertions of management in the general purpose financial statements.

#### FUEL LOGS

Continued efforts are needed to maintain adequate fuel logs to account for fuel usage. Periodically, fuel usage should be compared to fuel replacements. Unusual trends or fluctuations should be investigated immediately.

#### SHERIFF DEPARTMENT

Presigning of blank checks should be avoided.

#### COUNTY CLERK

The bail bond bank account should be reconciled to the subsidiary ledger.

#### COUNTY OFFICE BANK ACCOUNTS

Balances remaining in reconciled bank accounts should be identified in detail. Unidentified funds should be considered for transfer to the Treasurer.

#### GENERAL FIXED ASSETS

An annual physical inventory should be completed and compared to the subsidiary ledger.

The general fixed asset subsidiary ledger needs to be completed and compared to an annual physical inventory. Any unusual trends or variances can and should be investigated in a timely manner.

A material weakness is a reportable condition in which the design or operation of one or more of the internal control structure elements does not reduce to a relatively low level the risk that errors or irregularities in amounts that would be material in relation to the financial statements being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions.

Our consideration of the internal control structure would not necessarily disclose all matters in the internal control structure that might be reportable conditions and, accordingly, would not necessarily disclose all reportable conditions that are also considered to be material weaknesses as defined above. None of the reportable conditions described above is believed to be a material weakness.

In addition, other comments, observations, and recommendations regarding the County's controls and procedures follow. These are not considered to be reportable conditions but are areas in which the County can improve its operations.

JUSTICE OF THE PEACE

JP #2 and JP #3 should reconcile the bank statement balance to the checkbook balance.

JP #3 should maintain all copies of void receipts.

JP #5 should batch receipts to reconcile to the bank deposit or list the receipts on the face of the deposit slip.

SHERIFF DEPARTMENT

The inmate commissary should use pre-numbered receipts.

BILL PAYING

Bills are approved by the court and paid by computer generated checks. Bills paid subsequently should as well be approved by the Court.

ADULT PROBATION

Signature areas of voided checks should be torn off.

This report is intended for the information of the Judge and County Commissioners, management, and appropriate Federal and State agencies. However, this report is a matter of public record, and its distribution is not limited.

Respectfully,

*Oakerson, Arnold, Walker & Co.*  
Oakerson, Arnold, Walker & Co.  
BY  
REC'D  
JAN 12 07  
OFFICE OF THE CLERK

January 4, 1994

D E P U T A T I O N

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 SHERRY FENNEL OF SAID COUNTY AND STATE, DO HEREBY, WITH THE CONSENT OF THE COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS, NOMINATE AND APPOINT HIM, THE SAID SHERRY FENNEL 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 DEPUTY SHERIFF OF SAID COUNTY AND STATE, HEREBY RATIFYING AND CONFIRMING ANY AND ALL SUCH ACTS AND THINGS LAWFULLY DONE IN THE PREMISES BY VIRTUE HEREOF.

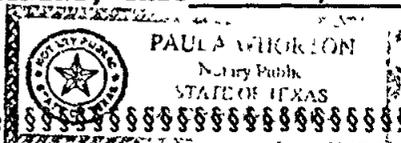
WITNESS MY HAND, THIS 7 DAY OF JANUARY 19 94

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 UNDER MY HAND AND SEAL OF OFFICE AT THE UPSHUR COUNTY SHERIFF'S DEPARTMENT, THIS 7 DAY OF JANUARY 19 94



Paula Whorton  
NOTARY, PAULA WHORTON  
EXPIRES: 111394

O A T H O F O F F I C E

I, SHERRY FENNEL, 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.

RECEIVED  
COUNTY CLERK  
94 JAN 12 11:05 AM  
BY \_\_\_\_\_  
DEPUTY

NAME: Sherry Fennell  
ADDRESS: Rt 16 Bx 65 Gidman  
PHONE: 297-2788  
SWORN TO AND SUBSCRIBED BEFORE ME THIS 7 DAY Jan. 19 94  
NOTARY: W. J. [Signature]  
EXPIRES: Justice Road, Rt. 21

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 ALTERNATIVE PROJECT."

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 victims of all crimes; and

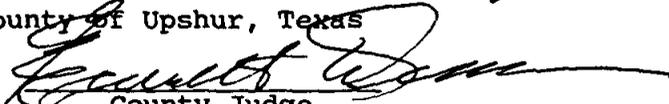
WHEREAS, the Commissioners feel that the addition of the program known as "Purchase of Juvenile Alternative Project" will materially enhance the administration of justice in the County of Upshur, Texas, for all crime victims; and

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;

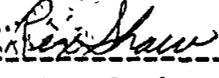
NOW, THEREFORE BE IT RESOLVED, by the Commissioners of the County of Upshur, Texas, that the county submit a grant request to the Office of the Governor of Texas, Criminal Justice Division, to assist in the funding of the program of Purchase of Juvenile Alternative Project.

PASSED AND APPROVED, this 24th day of January, 1994.

County of Upshur, Texas

  
County Judge

ATTEST:

  
County Clerk

I, Rev. Shaw, County Clerk for the County of Upshur, do hereby certify this to be a true and exact copy of County of Upshur Resolution, adopted by the Upshur County Commission, (date) 1 24 - 1994.

**M. LIPSITZ  
& COMPANY  
INC.**

100 ELM STREET • FAX 817-752-0175 • 817-756-6661  
POST OFFICE BOX 1175 • WACO, TEXAS 76703-1175

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JAN 12 11:34  
CLERK  
DEPUTY

January 12, 1994

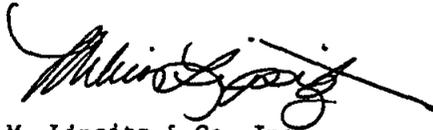
County Clerk, Upshur County

M. Lipsitz & Company Inc has applied for and received permission to operate under HB 2060 which allows us to increase our allowed gross weight by 5% and allowed axle weights by 10%.

Enclosed you will find a copy of the permit and required bond.

Also, you will find a copy of required vehicle identification. We plan to be operating in your county in the future under this permit.

Thank you,



M. Lipsitz & Co. Inc.  
Vice President

sa

17 TRUCKS

OVER AXLE AND OVER GROSS WEIGHT TOLERANCE PERMIT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we M. Lipsitz & Company, Inc. as Principal, whose address is P.O.Box 1175, Waco, Texas 76703 and Aetna Casualty & Surety Co. as Surety, being a surety company authorized to do business in the State of Texas, are held and firmly bound unto the State Department of Highways and Public Transportation of Texas and to the counties of this State in the penal sum of Fifteen Thousand and No/100 (\$15,000.00) Dollars, to the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and assigns.

The conditions of the above obligations are such that:

NOW, THEREFORE, the above named Principal will make payment to the State Department of Highways and Public Transportation of Texas and to the counties of the State for any and all damages that may be sustained to any highway under the jurisdiction of the State Highway and Public Transportation Commission or of the County Commissioners Court of any county by virtue of the operation of any equipment of the Principal for which a permit is issued to operate under the provisions of Article 6701d-11, Texas Civil Statutes, as amended by H.B. 2060, act of the 71st Legislature, 1989, Regular Session.

This bond shall remain in full force and effect, subject to the following conditions:

1. It is agreed that as of December 22, 1993, this bond shall be in full force and effect indefinitely and that a continuation or renewal certificate is unnecessary.
2. The Surety may at any time cancel this bond by giving thirty (30) days written notice to the State Department of Highways and Public Transportation, the Surety, however, remaining liable for any defaults under this bond committed prior to the expiration of such thirty-day period.

PROVIDED, HOWEVER, the Surety shall notify the Department and the Principal in writing promptly after any payment is made by the Surety in respect to this bond and, regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above.

Any revisions of the bond amount shall not be cumulative.

IN WITNESS WHEREOF said Principal and Surety have executed this bond and the effective date to begin on the 22nd day of December, 1993.

M. Lipsitz & Company, Inc.  
Principal  
By: Sammy E. Saboni  
Surety: Aetna Casualty & Surety Co.  
By: Doris Slay  
Attorney-in-Fact - Doris Slay

FILED  
REX  
COUNTY  
54 JAN 24 PM 12:05  
BY \_\_\_\_\_  
CLERK



SABINE-NECHES RESOURCE CONSERVATION AND DEVELOPMENT, INC.  
521-A Cypress St. Gilmer, TX 75644

January 3, 1994

Mr. Joe Glenn  
Prichett VFD

I very much appreciate your visit today. This county needed someone to take the lead in the installation of dry fire hydrants. I have enclosed a completed application (except for the County Judge's signature) for a grant to purchase dry fire hydrants for Upshur County. I have also enclosed the water usage agreements with some information on dry fire hydrant installation.

These hydrants may be used for fire protection and emergency use by the county for road construction if the landowner so agrees.

I will be glad to assist you in any way on this project. Etex telephone has agreed to install 18 hydrants if we need them to.

I have a video tape that show the use of the dry fire hydrant and installation procedures if you need it.

Again, thanks for your endeavor to improve our community.

  
Randy Moore

FILED  
JAN 25 11 24 AM  
UPSHUR COUNTY  
TX  
BY \_\_\_\_\_  
FEP/ITY

TEXAS FOREST SERVICE

APPLICATION FOR RURAL FIRE DEFENSE ASSISTANCE  
FOR COUNTY

1. Name of County: UPSHUR
2. Mailing Address: P. O. Box 788 Gilmer 75644  
(Street or P.O. Box) (Town) (Zip Code)
3. Business Telephone: 903/843-3083 FAX: 903/843-5492  
(Area Code - Number) (Area Code Number)
4. Is there a county fire association? YES  
(Yes or No)  
Name of association: Upshur County Firefighters Association
5. Federal Identification Number is required for cost-share payment: #
6. List the fire departments that will be benefiting from or obtaining direct assistance

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Department Name	Address
Bettie Volunteer Fire Department Chief: James Hall	Route 2, Box 193A Gilmer, Texas 75644 903/762-6169 or -6200
Diana Vol. Fire Dept. Chief: Kenny Hankins	P. O. Box 401 Diana, Texas 75640 903/7772020 or 797-2020 or 968-2020
East Mtn Vol. Fire Dept. Chief: ed Kirschke	Route 2, Box 162 Gladewater, TEXAS 75647 903/297-0000 or 759-0106
City of East Mtn.	Route 1, Box 500 Gilmer, Texas 75644
Ewell V. F. D. Chief: L. D. Neighbours	Route 6, Box 671 Gilmer, Texas 75644 903/762-2226
Glenwood V. F. D. Chief: Terry CONvers	279 Ashwood Glenwood Acres Gilmer, Tex: 903/734-5907 75644
Harmony V. F. D. Chief: Frank Ford	Route 1, Box 277 Big Sandy, Texas 75755 903/725-5454
LaFayette V. F. D. Joe Powell, Chief	Route 6, Box 610 Gilmer, TEXAS 75644 903/762-6632
New Mtn. V. F. D. Allen Gardner, Chief	Route 1, Box 137 Ore City, Texas 75683 903/762-2362
Pleasant Grove V. F. D. Chief: Charlie Stegall	P. O. Box 734 Big Sandy, Texas 75755 903/636-4794 or -4383
Pritchett V. F. D. Chief: JOE M. Glenn	Route 3, Box 402 Gilmer, Texas 75644 903/734-4746 or -7240
Simpsonville V. F. D. Chief: Dudley Attaway	Route 2, Box 243 Pittsburg, Texas 75686 903/725-5817
Union Grove V. F. D. Mike Reed: Chief	P. O. Box 1302 Gladewater, Texas 75647 903/845-2085
West Mountain V. F. D. Chief: Andy Killian	Route 2, Box 169A Gladewater, TX 75647 903/734-5157
City of Big Sandy Chief: Robert MCMillen	P. O. Box 986 Big Sandy, TX 75755 903/636-4400
City of Gilmer Mike Waller	205 Harrison Gilmer, Texas 75644 903/843-2222

(OVER)

**Fire Departments Benefitting from or Obtaining Dry-Hydrant Assistance**

City of Gladewater  
James Keene, Chief

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P. O. Box 551 Gladewater, TX 75647  
903/

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City of Ore City  
Chief: Gaston DeBerry, III

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P. O. Box 327 Ore City, Texas 75683  
903/968-2222

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Perryville Fire Department  
Chief: Terry Alexander

Route 2, Box 69B Winnsboro, Texas 75494  
903/725-5555 or -6813

7. What type of assistance is needed?

Capital and Technical Assistance in the development of dry hydrants.

8. Has your County applied for a grant or other type of assistance for the above equipment requested? If so, describe. NO

9. County Officials:

Name	Title	Address	Telephone #
Everett Dean	Upshur County JUDGE	P. O. Box 730 Gilmer, Texas 75644	903/843-3083
David Loyd	COuntY Commissioner	"	"
Gaddis Lindsey	County Commissioner	"	"
Tommy Eatherton	"	"	"
Tommy Stanley	"	"	"
Rex Shaw	COuntY Clerk	"	"
Myra Harris	County Treasurer	"	"
Mike SMith	County Assessor	"	"

To the best of my knowledge the above information is true and accurate and I am authorized by the County to represent their interests.

Signed:

Everett Dean  
 Upshur County Judge  
 (Title)  
P.O. Box 730  
 Gilmer Texas 75644  
 (Address)

Date:

January 24, 1994