



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

COMMISSIONERS COURT
REGULAR SESSION
FEBRUARY 13, 1995
9:00 AM

- Approve the minutes of the meeting held on 1-31-95.
- Approve payroll changes.
- Approve payment of the bills now due.
- Hear David Griffith concerning attorney's fees.
- Hear Karen Bishop concerning attorney's fees.
- Appoint elected official to serve as records management officer.
- Approve an extension on Coyle Road.
- Consider accepting the Parents Anonymous building.
- Accept or reject bids on a one ton truck for Pct. 1.
- Approve permit applications for use of Upshur County right of way.
- Accept financial statement.
- Open and discuss bank depository bids.
- Accept treasurers monthly report.
- Open bids for tractor and mower for Pct. 1 and accept or reject them.
- Open bids on surplus for all precincts. Accept or reject bids.
- Discuss video camera for the jail that was tabled at the Jan. 23 meeting.
- Select three additional names for the grievance committee.
- Approve the district and county clerks attending a seminar in College Station on March 27-29, 1995.
- Adopt a form ¹¹¹¹¹¹ to use when county gains access to private property.

UPSHUR COUNTY, TX.
95 FEB -9 PM 2:50
FILED
REX A. SHAW
COUNTY CLERK

Charles L. Still
County Judge



UPSHUR COUNTY COMMISSIONERS COURT
GILMER, TEXAS

2-13-1995

Commissioner's Court met in Regular Session. All members present.

Motion by Tommy Stanley seconded by Gaddis Lindsey to approve minutes of previous meeting dated 1-31-1995. Motion carried. Copy attached.

Attorneys David Griffith, Karen and David Bishop and Dwight Brannon met with Court to discuss Court Appointed Attorney's Fees and also statements made at previous meeting. David Griffith pointed out that the last time a Fee Schedule was set was in 1979.

Motion by Kenny Thompson seconded by David Loyd to approve Payroll changes for the following people all due to longevity increase: Glenn Campbell, Nadra Murphy, Diana Walker, Mary Brunson, Karen East, Terri Webb, Nadra Smith, James Griswall, George Salois, Micheal Kuza, Cecil Davis and Angela Clampitt. Motion carried. Copies attached.

Motion by Tommy Stanley seconded by Kenny Thompson to approve payment of bills now due. Motion carried. Copy attached.

Motion by Kenny Thompson seconded by David Loyd to approve tabling Appointment of an elected official to serve as Records Management Officer. Motion carried.

Motion by David Loyd seconded by Gaddis Lindsey to approve extension of Coyle Road (about 100 feet.) Motion carried.

Juvenile Probation Officer, Ronnie Mitchell met with Court to discuss building owned by Kenneth White that was being used for several different groups associated with the Juvenile Probation Office. Mr. Mitchell stated that the building needed a new roof because of present leaking problems. But he stated that he felt that a new roof or repairs to the existing roof could be paid for with existing funds. Mr. White had stated to Mr. Mitchell that he would like to donate the building to the County. Motion by Gaddis Lindsey seconded by Tommy Stanley to approve accepting building presently owned by Kenneth White as a donation to the County. Motion carried.

There were two bids submitted for the Bank Depository. They were from First National Bank and the other was from Gilmer National Bank. Copies of both of these bids are attached. Motion by David Loyd seconded by Gaddis Lindsey to table these bids until later in the meeting. Motion carried.

Motion by Gaddis Lindsey seconded by Tommy Stanley to approve accepting bid submitted by W. T. Turner for 1985 1-Ton pick-up. Amount of bid is \$500.00. Motion carried.

Motion by Kenny Thompson seconded by David Loyd to approve Financial Statement submitted by County Auditor. Motion carried. Copy on file in County Clerk's office.

Motion by Tommy Stanley seconded by Gaddis Lindsey to approve Treasurer's Monthly Report. Motion carried. Copy attached.

Motion by Gaddis Lindsey seconded by David Loyd to approve accepting only bid submitted for tractor and mower for Pct. #1 by Holman-Bennett-Phillips. Bid in amount of \$45,487.00 (less Trade-in \$6,000.00) The trade is a used Ford Tractor & A-Boom Mower. Commissioner Lindsey wanted it stated that he would use the 3-year payment plan and would make annual payments. Motion carried Copy attached.



UPSHUR COUNTY COMMISSIONERS COURT
GILMER, TEXAS

The following bids were submitted for used equipment and surplus in all Precincts: (Copies attached)

<u>Puttman Equipment:</u>	<u>Amount of Bid</u>
Pct #2	
Gradall G 440	\$1,501.00
Pct. #1	
1978 International Dump Truck	\$5,510.00
<u>Chuck Mears :</u>	
Pct. #3	
Scrap Metal	\$280.00
Pct. #4	
Scrap Metal	\$600.00
<u>John Kinsey</u>	
Pct #1	
1980 Dump Truck	\$1,835.00
Pct #4	
Junk Iron	\$115.00
<u>Homer Stokes</u>	
Pct #1	
1979 Dump Truck	\$7,110.00
<u>Larry D. Carter</u>	
Pct #1	
1979 Dump Truck	\$4,551.00

Motion by Gaddis Lindsey seconded by Tommy Stanley to approve accepting bid submitted by Homer Stokes for 1979 Dump Truck. Amount of bid was \$7,110. Motion carried.

Motion by Tommy Stanley seconded by David Loyd to reject bid on Gradall for precinct 2. Motion carried.

Motion by David Loyd seconded by Kenney Thompson to table all bids submitted for precinct 3 until February 28. Motion carried.

Motion by Kenny Thompson seconded by David Loyd to table all bids submitted for precinct 4 until February 28. Motion carried.

Motion by Kenny Thompson seconded by David Loyd to approve buying video camera for jail. Also in this motion is to do budget amendment to cover cost of this purchase. Motion carried.

The following names were drawn to be sent letter to accept or reject offer to serve on 1995 Grievance Committee: Charles Johnson, Eldredge Wright, Sr. and Kenneth Stewart.

Motion by David Loyd seconded by Gaddis Lindsey to approve County and District Clerk attending a seminar in College Station on March 27-29, 1995. Motion carried.

Motion by David Loyd seconded by Kenny Thompson to approve tabling adopting a form to use when county gains access to private property until February 28. Motion carried.

Motion by David Loyd seconded by Kenny Thompson to approve Application submitted by Richard Poole for filling abandoned well. Well is located on Peach Road. Motion carried. Copy attached.

Motion by David Loyd seconded by Kenny Thompson to approve Application submitted by Janice Goss to fill abandoned well. Well is located on Almond



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

Road. Motion carried. Copy attached.

Motion by David Loyd seconded by Tommy Stanley to approve Permit Application submitted by Judy Rogers to install a culvert in ROW of West Lake Drive. Motion carried. Copy attached.

Motion by Tommy Stanley seconded by Gaddis Lindsey to approve Permit Application submitted by Bill Robertson to install a culvert in ROW of Doe Trail. Motion carried. Copy attached.

Motion by Gaddis Lindsey seconded by Tommy Stanley to approve Permit Application submitted by East Mountain Water to install a water line in ROW of Pelican Road. Motion carried. Copy attached.

Motion by David Loyd seconded by Tommy Stanley to approve Permit Application submitted by City of Big Sandy to install a water line in ROW of West Water Tower. Motion carried. Copy attached.

Motion by Tommy Stanley seconded by Gaddis Lindsey to approve Permit Application submitted by W. D. Tucker to install a gas line in ROW of Dahlia Road. Motion carried. Copy attached.

Motion by David Loyd seconded by Tommy Stanley to approve Permit Application submitted by Pritchett Water Supply to install a water line in ROW of Locust Road. Motion carried. Copy attached.

Motion by Gaddis Lindsey seconded by David Loyd to approve Permit Application submitted by Leon Clift to install a culvert in ROW of Mockingbird Road. Motion carried. Copy attached.

Motion by Kenny Thompson seconded by Tommy Stanley to approve Special Road Use Agreement submitted by Gayle Henson to haul logs on Camel and Bison Road. Motion carried. Copy attached.

Motion by Kenny Thompson seconded by David Loyd to approve Special Road Use Agreement Contract submitted by Kenny Kimbrough Logging to haul logs on Fir Road. Motion carried. Copy attached.

Motion by Kenny Thompson seconded by David Loyd to approve Special Road Use Agreement Contract submitted by Ronnie Mitchell to haul logs on Buffalo and Burro Roads. Motion carried. Copy attached.

Motion by Kenny Thompson seconded by David Loyd to approve Special Road Use Agreement Contract submitted by John Davidson Logging to haul logs on Crowe. Motion carried. Copy attached.

Motion by Gaddis Lindsey seconded by Tommy Stanley to approve Special Road Use Agreement Contract submitted by Lasco to haul logs on Liliac. Motion carried. Copy attached.

Motion by Tommy Stanley seconded by Kenny Thompson to approve Special Road Use Agreement Contract submitted by Lindsey Logging to haul logs on Daffodill. Motion carried. Copy attached.

Motion by Kenny Thompson seconded by David Loyd to approve Special Road Use Agreement submitted by Environmental Timber and Lasco to haul logs on Mimosa. Motion carried. Copy attached.

Motion by Kenny Thompson seconded by David Loyd to approve Special Road Use Agreement Contract submitted by Gayle Henson to haul logs on Elk Road. Motion carried. Copy attached.

Motion by David Loyd seconded by Kenny Thompson to approve Special Road Use Agreement Contract submitted by James Kizer to haul logs on Holly, Ironwood and Aspen. Motion carried.



UPSHUR COUNTY COMMISSIONERS COURT
GILMER, TEXAS

Motion by David Loyd seconded by Kenny Thompson to approve Special Road Use Agreement Contract submitted by Three S Logging to haul logs on Locust Road and White Oak Road. Motion carried. Copy attached.

Motion by Gaddis Lindsey seconded by Tommy Stanley to approve Special Road Use Agreement Contract submitted by Ted Davis Timber to haul logs on N. Point Pleasant Road and Willow Road. Motion carried. Copy attached.

Motion by David Loly seconded by Tommy Stanley to approve Special Road Use Agreement Contract submitted by Ted David Timber to haul logs on Cherry Laurel, Crab Apple and Chinaberry. Motion carried. Copy attached.

No action taken on Special Road Use Agreement submitted by Bryan Ramadge Company to haul logs on old Coffeerville Road because all in city of limits of Gilmer. Copy retained by County Judges office.

Motion by Tommy Stanly seconded by Gaddis Lindsey to approve Special Road Use Agreement Contract submitted by Sam Lindsey to haul logs on Dahlia and Clematis. Motion carried. Copy attached.

Motion by Gaddis Lidnsey seconded by Tommy Stanely to approve Special Road Use Agreement Contract submitted by Doug Bennett to haul logs on Seagull. Motion carried. Copy attached.

Motion by Kenny Thompson seconded by David Loyd to approve Special Road Use Agreement Contract submitted by Mike Huddleston to haul logs on Magnolia. Motion carried. Copy attached.

Motion by Tommy Stanley seconded by Gaddis Lindsey to approve Special Road Use Agreement Contract submitted by Mike Huddleston Logging to haul logs on Verbena and Violet. Motion carried. Copy attached.

Before motion made to accept bank depository, Judge Still excused himself from the Court due to conflict of interest. In the absence of Judge Still Commissioner Tommy Stanley presided. Motion made by David Loyd seconded by Tommy Stanley to accept bid submitted by Gilmer National Bank. Copy attached.

Attendance Sheet placed into minutes.



UPSHUR COUNTY COMMISSIONERS COURT
GILMER, TEXAS

Charles F. Still

JUDGE CHARLES STILL

Gaddis Lindsey

COMMISSIONER PRECINT 1# GADDIS LINDSEY

Tommy S. Stanley

COMMISSIONER PRECINT 2# TOMMY STANLEY

David Loyd

COMMISSIONER PRECINT 3# DAVID LOYD

Charles K. Thompson

COMMISSIONER PRECINT 4# CHARLES K. THOMPSON

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 11-1-94 Dept 614/Pct#4
 Employee Glenn Campbell
 Social Security No _____ Emp ID# 119

10153 PCT#4

X	CHANGE(S)	FROM	TO
	Grade Step		
	Rate		
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

<input type="checkbox"/> Hired	<input type="checkbox"/> Re-Hired
<input type="checkbox"/> Probationary Period Ended	<input type="checkbox"/> Merit Increase
<input type="checkbox"/> Promotion	<input type="checkbox"/> Transfer
<input checked="" type="checkbox"/> Longevity Increase	<input type="checkbox"/> Demotion
<input type="checkbox"/> Re-evaluation of Job	<input type="checkbox"/> Retirement
<input type="checkbox"/> Layoff	<input type="checkbox"/> Discharged
<input type="checkbox"/> Leave-of-Absence	<input type="checkbox"/> Other

FILED
 REX A. SHAW
 COUNTY CLERK
 95 FEB 14 AM 8:05
 UPSHUR COUNTY, TX.

Comments: Longevity 11 years \$44/month

Authorized by [Signature]
 Approved by _____ Date: 2-13-95

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 11-1-94 Dept. 565/Gail
 Employee Nadra Murphy
 Social Security No. _____ Emp. ID# 395

X	CHANGE(S)	FROM	TO
<input checked="" type="checkbox"/>	Grade, Step		
<input type="checkbox"/>	Rate		
<input type="checkbox"/>	Department		
<input type="checkbox"/>	Position		

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

Comments: Longevity 6 years \$24/month

Authorized by [Signature] Date 2-13-95
 Approved by _____

FILED
 REX A. SMITH
 COUNTY CLERK
 95 FEB 14 AM 8:05

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 11-1-94 Dept. 565/Jail
 Employee Diane Walker
 Social Security No _____ Emp ID# 3960

X	CHANGE(S)	FROM	TO
	Grade Step		
	Rate		
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)		
<input type="checkbox"/>	Hired	Re-Hired
<input type="checkbox"/>	Probationary Period Ended	Mert Increase
<input type="checkbox"/>	Promotion	Transfer
<input checked="" 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: Longevity 6 years \$24/month

Authorized by M. J. Harris
 Approved by: _____ Date: 2-13-95

FILED
 REX A. SHAW
 COUNTY CLERK
 25 FEB 14 AM 8:05
 UPSHUR COUNTY TX

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 11-1-94 Dept 476/D.A.
 Employee Mary Brunson
 Social Security No _____ Emp ID# 312

CHANGE(S)	FROM	TO
Grade Step		
Rate		
Department		
Position		

REASON(S) FOR THE CHANGE(S)

<input type="checkbox"/>	Hired	<input type="checkbox"/>	Re-Hired
<input type="checkbox"/>	Probationary Period Ended	<input type="checkbox"/>	Merit Increase
<input type="checkbox"/>	Promotion	<input type="checkbox"/>	Transfer
<input checked="" type="checkbox"/>	Longevity Increase	<input type="checkbox"/>	Demotion
<input type="checkbox"/>	Re-evaluation of Job	<input type="checkbox"/>	Retirement
<input type="checkbox"/>	Layoff	<input type="checkbox"/>	Discharged
<input type="checkbox"/>	Leave-of-Absence	<input type="checkbox"/>	Other

FILED
 REX A. SHANN
 COUNTY CLERK
 95 FEB 14 AM 8:05

Comments Longevity 8 years \$32/month

Authorized by Kyral Harris
 Approved by _____ Date 2-13-95

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 11-1-94 Dept. 495/Auditor
 Employee Karen East
 Social Security No. _____ Emp. ID# 399

X	CHANGE(S)	FROM
	Grade Step	
	Rate	
	Department	
	Position	

REASON(S) FOR THE CHANGE(S)

	Hired	Re-Hired
	Probationary Period Ended	Merit Increase
	Promotion	Transfer
<input checked="" type="checkbox"/>	Longevity Increase	Demotion
	Re-evaluation of Job	Retirement
	Layoff	Discharged
	Leave-of-Absence	Other

95 FEB 14 AM 8:05
 FILED
 REX A. SHAW
 COUNTY CLERK

Comments Longevity 6 years \$24/month

Authorized by M. J. Harris
 Approved by _____ Date: 2-13-95

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

446
 Effective Date 11-1-94 Dept. 499/TAX
 Employee Jerri Webb
 Social Security No. _____ Emp. ID# 452

CHANGE(S)	FROM	TO
Grade, Step		
Rate		
Department		
Position		

REASON(S) FOR THE CHANGE(S)

<input type="checkbox"/>	Hired	<input type="checkbox"/>	Re-Hired
<input type="checkbox"/>	Probationary Period Ended	<input type="checkbox"/>	Ment. Increase
<input type="checkbox"/>	Promotion	<input type="checkbox"/>	Transfer
<input checked="" type="checkbox"/>	Longevity Increase	<input type="checkbox"/>	Demotion
<input type="checkbox"/>	Re-evaluation of Job	<input type="checkbox"/>	Retirement
<input type="checkbox"/>	Layoff	<input type="checkbox"/>	Discharged
<input type="checkbox"/>	Leave-of-Absence	<input type="checkbox"/>	Other

FILED
 REX A. SHAW
 COUNTY CLERK
 95 FEB 14 AM 8:05
 UPSHUR COUNTY, W. VA.

Comments Longevity 4 years \$16/month

Authorized by Kyria Harris
 Approved by _____ Date 2-13-95

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 2-1-95 Dept 580/DPS
 Employee Nada Smith
 Social Security No _____ Emp ID# 204

X	CHANGE(S)	FROM	TO
	Grade Step		
	Rate		
	Department		
	Position		

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

Comments Longevity 13 years \$52/month

Authorized by Nyrra Harris
 Approved by: _____ Date: 02-13-95

FILED
 REX A SHAW
 COUNTY CLERK
 95 FEB 14 AM 8:05

204
 PG 1/1

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 2-1-95 Dept 565/gail
 Employee James Griswold
 Social Security No _____ Emp. ID# 322

COTATION

CHANGE(S)	FROM	TO
Grade, Step		
Rate		
Department		
Position		

REASON(S) FOR THE CHANGE(S)

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

FILED
 REX A SHAW
 COUNTY CLERK
 95 FEB 14 AM 8:03

Comments. Longevity 8 years \$32/month

Authorized by Kyra Harris
 Approved by _____ Date 2-13-95

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 2-1-95 Dept 565/9007
 Employee George Galois
 Social Security No _____ Emp ID# 323

X	CHANGE(S)	FROM	TO
	Grade Step		
	Rate		
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)		
<input type="checkbox"/>	Hired	Re-Hired
<input type="checkbox"/>	Probationary Period Ended	Merit Increase
<input type="checkbox"/>	Promotion	Transfer
<input checked="" 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 Longevity 8 years \$ 32/month

Authorized by: Myra Harris
 Approved by: _____ Date: 2-13-95

NO. 130
 PG 1110
 FILED
 REX A. SHAW
 COUNTY CLERK
 95 FEB 14 AM 8:05

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 2-1-95 Dept. 560/C. Sheriff
 Employee Michael Kuya
 Social Security No _____ Emp. ID# 511

X	CHANGE(S)	FROM	TO
<input checked="" type="checkbox"/>	Grade Step		
<input type="checkbox"/>	Rate		
<input type="checkbox"/>	Department		
<input type="checkbox"/>	Position		
<input type="checkbox"/>			

REASON(S) FOR THE CHANGE(S)

<input type="checkbox"/>	Hired	<input type="checkbox"/>	Re-Hired
<input type="checkbox"/>	Probationary Period Ended	<input type="checkbox"/>	Merit Increase
<input type="checkbox"/>	Promotion	<input type="checkbox"/>	Transfer
<input checked="" type="checkbox"/>	Longevity Increase	<input type="checkbox"/>	Demotion
<input type="checkbox"/>	Re-evaluation of Job	<input type="checkbox"/>	Retirement
<input type="checkbox"/>	Layoff	<input type="checkbox"/>	Discharged
<input type="checkbox"/>	Leave-of-Absence	<input type="checkbox"/>	Other

95 FEB 14 PM 8:05
 FILED
 REX A. SHAW
 COUNTY CLERK

Comments Longevity 2 years \$3/month

Authorized by: [Signature]
 Approved by _____ Date: 2-13-95

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 2-1-95 Dept 611/Pct# 1
 Employee Cecil Davis
 Social Security No. _____ Emp ID# 512

VOL 113 PG 421

X	CHANGE(S)	FROM	TO
	Grade, Step		
	Rate		
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

<input type="checkbox"/> Hired	<input type="checkbox"/> Re-Hired	95 FEB 14 AM 8:05 FILED REX A. SHAW COUNTY CLERK
<input type="checkbox"/> Introductory Period Ended	<input type="checkbox"/> Merit Increase	
<input type="checkbox"/> Promotion	<input type="checkbox"/> Transfer	
<input checked="" type="checkbox"/> Longevity Increase	<input type="checkbox"/> Demotion	
<input type="checkbox"/> Re-evaluation of Job	<input type="checkbox"/> Retirement	
<input type="checkbox"/> Layoff	<input type="checkbox"/> Discharged	
<input type="checkbox"/> Leave-of-Absence	<input type="checkbox"/> Other	

Comments: Longevity 2 years \$8/month

Authorized by: [Signature]
 Approved by: _____ Date: 2-13-95

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 2-1-95 Dept 565/Jail
 Employee Angela Clampitt
 Social Security No. _____ Emp. ID# 663

X	CHANGE(S)	FROM	TO
<input type="checkbox"/>	Grade Step		
<input type="checkbox"/>	Rate		
<input type="checkbox"/>	Department		
<input type="checkbox"/>	Position		

REASON(S) FOR THE CHANGE(S)

<input type="checkbox"/>	Hired	<input type="checkbox"/>	Re-Hired
<input type="checkbox"/>	Probationary Period Ended	<input type="checkbox"/>	Merit Increase
<input type="checkbox"/>	Promotion	<input type="checkbox"/>	Transfer
<input checked="" type="checkbox"/>	Longevity Increase	<input type="checkbox"/>	Demotion
<input type="checkbox"/>	Re-evaluation of Job	<input type="checkbox"/>	Retirement
<input type="checkbox"/>	Layoff	<input type="checkbox"/>	Discharged
<input type="checkbox"/>	Leave-of-Absence	<input type="checkbox"/>	Other

FILED
 REX A. SHAW
 COUNTY CLERK
 95 FEB 14 AM 8:05

Comments: Longevity 1 year \$4/month

Authorized by Myra Harris
 Approved by _____ Date 2-13-95

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 01/31/95 thru 02/10/95

PAGE 1

VOL 43 PG 403

PRINT IN US\$

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
68817-APCA	01/31/95	UPSHUR COUNTY INSURANCE ACCO	\$4,800.85	\$4,800.85	ADR/CLAIMS-EMP COSTS 01/31/95 PAYROLL
68818-APCA	01/31/95	PEBSCO PAYROLL PROCESSING	\$1,634.62	\$1,634.62	ENTITY#52939 01/31/95 PAYROLL DEDUCTIONS
68819-APCA	01/31/95	FIRST NATIONAL BANK GILMER	\$34,798.14	\$34,798.14	FICA, MEDICARE DEDUCTIONS 01/31/95 PAYROLL
68820-APCA	01/31/95	FIRST NATIONAL BANK GILMER	\$20,313.09	\$20,313.09	WITHHOLDING DEDUCTIONS 01/31/95 PAYROLL
68821-APCA	01/31/95	ATTORNEY GENERAL OF TEXAS	\$360.00	\$360.00	#461864938/SMITH; #4538899421/DRIGGERS
68822-APCA	01/31/95	EAST TEXAS PROFESSIONAL	\$1,030.00	\$1,030.00	ETPCU/PAYROLL SAVINGS PLAN 01/31/95 DED.
68823-APCA	01/31/95	FIRST NATIONAL BANK	\$580.00	\$580.00	FNB/PAYROLL SAVINGS PLAN 01/31/95 DED.
68824-APCA	01/31/95	GILMER NATIONAL BANK	\$200.00	\$200.00	GNB/PAYROLL SAVINGS PLAN 01/31/95 DED.
68825-APCA	01/31/95	GILMER SAVINGS BANK	\$50.00	\$50.00	GSB/PAYROLL SAVINGS PLAN 01/31/95 DED.
68826-APCA	01/31/95	UPSHUR COUNTY INSURANCE ACCO	\$7,121.96	\$7,121.96	DEPENDENT INS PREMIUMS 01/31/95 PAYROLL
68827-APCA	01/31/95	RHONDA GAIL YOUNG	\$250.00	\$250.00	#281-93, JOEY YOUNG/#460253977 01/31/95
68828-APCA	01/31/95	PATTI JILL YOUNG	\$240.00	\$240.00	#548-90/L W YOUNG/#417628077 01/31/95
68829-APCA	01/31/95	TEXAS COUNTY & DISTRICT RETI	\$37,538.66	\$37,538.66	UNIT#329 MONTHLY REPORT 01/31/95 PAYROLL
68830-APCA	HC 01/31/95	FIRST NATIONAL BANK GILMER	\$845,000.00	\$845,000.00	CD#25627 PURCHASED@6.39%(13days) TO MATURE 2/13/95
68834-APCA	01/31/95	ACCU CHEM LABORATORIES	\$512.50	\$92.00	CCP-PROFILES, 1/3-4/95
				\$121.00	CCP-PROFILES, 1/6-9/95
				\$207.00	CCP-PROFILES, 1/11-12/95
				\$40.50	CCP-PROFILES, 1/17/95
				\$52.00	CCP-PROFILES, 1/18/95
68835-APCA	01/31/95	ACORDIA BENEFITS OF TEXAS, I	\$9,226.28	\$9,226.28	125 PLAN CONTRIBUTIONS 01/31/95 PAYROLL (MED, CANCER PREM, UNREIMB MED) 88-EMP
68836-APCA	01/31/95	BILLY ROGERS	\$20.72	\$20.72	CONST#2-REIMBURSE/CHEVY BLAZER OIL CHANGE
68837-APCA	01/31/95	CENTRAL UNITED LIFE INSURANC	\$870.58	\$870.58	GROUP#4269/DEC '94 PAYROLL DEDUCTIONS
68838-APCA	01/31/95	CHARLES K. THOMPSON	\$104.00	\$104.00	COMM CT REIMBURSE/44 days (MEALS) NEW COMMISSIONER SCHOOL
68839-APCA	01/31/95	CHARLES L. STILL	\$506.72	\$506.72	COMM CT REIMBURSE/559 miles 29 ea; MEALS, LQDING (C D JUDGE CONF)
68840-APCA	01/31/95	CITY OF GILMER	\$1,089.67	\$160.54	CD CTH ACCT#130274000/JAN 19'95 BILLING
				\$106.00	ROCK BLDG-ACCT#130345000/JAN 19'95 BILLING

Approved Disbursements
All Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 01/31/95 thru 02/10/95

PAGE 2

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$13.50	PORTER BLDG-ACCT#120171000/JAN. 19'95 BILLING
				\$809.63	J. CTR-ACCT#010067500/JAN 19'95 BILLING
68841-APCA	01/31/95	CJAD CONFERENCE FUND	\$100.00	\$100.00	CCP-VICKY STANFIELD/CERTIFICATION TRAINING
68842-APCA	01/31/95	COMPLETE BUSINESS	\$19.95	\$19.95	SUP-1478copies: #F4415/JAN 9'95 BILLING
68843-APCA	01/31/95	COUNCIL ON SEX	\$5.00	\$5.00	D. A-(1)SEX OFFENDER REGISTRY; 4TH EDITION 11/94
68844-APCA	01/31/95	DESIGN/GRAPHICS	\$3,685.42	\$3,685.42	NON DEPT-LAST BILLING"911", MASTER ST LISTING, QUAD MAP SHEET
68845-APCA	01/31/95	EAST TEXAS COUNCIL ON ALCOHO	\$1,900.00	\$1,900.00	ETCADA-'94-95 BUDGET ALLOCATION
68846-APCA	01/31/95	EDDIE J. SMITH	\$23.78	\$23.78	PCT#1-REIMBURSE/82ms@.29ea (PARTS@TYLER)
68847-APCA	01/31/95	EXXON COMPANY U S A	\$12.00	\$12.00	CO S-ACCT#182809387001/JAN 12'95 BILLING
68848-APCA	01/31/95	FIRST NATIONAL BANK GILMER	\$82,400.00	\$82,400.00	DEBT SERVICE-'77-79 CERT OC OBLIG(80,000bonds, 80coupons@30.00ea)
68849-APCA	01/31/95	FLOWERS THRIFT STORE	\$58.50	\$58.50	CO JAIL-PURCHASE OF BREAD
68850-APCA	01/31/95	GENERAL TELEPHONE COMPANY	\$176.16	\$35.23	TELE COMM-#1LA-3895/JAN'95 BILLING
				\$35.23	TELE COMM-#1LA-3894/JAN'95 BILLING
				\$35.23	TELE COMM-#1LA-3893/JAN 19'95 BILLING
				\$32.26	CO TAX-#1FD-2004/JAN 19'95 BILLING
				\$38.21	TELE COMM-#1FD-3891/JAN 19'95 BILLING
68851-APCA	01/31/95	GILMER CABLE TV CO, INC.	\$92.80	\$29.80	SUP-ACCT#15332/FEB'95 BILLING
				\$63.00	CO JAIL-ACCT#13891/CABLE FEB '95
68852-APCA	01/31/95	GILMER COUNSELING SERVICES	\$350.00	\$350.00	CCP-CONTRACT SERVICES; 3hrs PARENTS ANDNY, 11hrs COUNSELING
68853-APCA	01/31/95	GRADY GILES	\$45.00	\$45.00	SUP-REPAIR PRINTER
68854-APCA	01/31/95	JAMES A CROW, JP#5	\$468.54	\$468.54	JP#3-REIMBURSE/UTILITIES, OCT-DEC '94
68855-APCA	01/31/95	LANIER BUSINESS PRODUCTS	\$940.50	\$940.50	D CT-POCKET SECRETARY, MICRO DESKTOP, SUPPLIES
68856-APCA	01/31/95	LONGVIEW NEWSPAPERS, INC.	\$151.02	\$46.02	SUP-ACCT#8433006TX/BILL #24590111
				\$105.00	CO LIB-ACCT#003021250113/1YR SUBSCRIPTION
68857-APCA	01/31/95	MARKOLETA SOBEY-TAYLOR	\$19.72	\$4.83	CO TAX-UPSHUR COUNTY'93TAX REFUND#N8608382
				\$5.18	CO TAX-UPSHUR COUNTY'92TAX REFUND#N8608382
				\$4.89	CO TAX-UPSHUR COUNTY'93TAX REFUND#N8620096
				\$4.82	CO TAX-UPSHUR COUNTY'92TAX REFUND#N8620096

Vol 43 pg 1044

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 01/31/95 thru 02/10/95

PAGE 3

VOL 43 PG 405

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
68858-APCA	01/31/95	NATIONAL FAMILY CARE	\$141.55	\$141.55	ID#3152/JAN'95 PAYROLL DEDUCTIONS
68859-APCA	01/31/95	NEWSOME'S GROCERY	\$43.08	\$43.08	D. A-CYNTHIA CAMPBELL/HOT CK RESTITUTION
68860-APCA	01/31/95	OFFICE PRODUCTS OF E TEXAS	\$191.00	\$191.00	D A-TYPEWRITER REPAIR/S#61479906
68861-APCA	01/31/95	OTIS ELEVATOR COMPANY	\$165.16	\$165.16	TY78748E295/ELEVATOR SERVICE 2/1/95-2/28/95
68862-APCA	01/31/95	PATRICIA HARRISON	\$540.00	\$540.00	CD CT-COURT REPORTING; 1/24, 1/25, & 1/27/95
68863-APCA	01/31/95	PHILLIPS PETROLEUM COMPANY	\$39.90	\$39.90	CD S-ACCT#6992684750/JAN 11'95 BILLING
68864-APCA	01/31/95	POSTMASTER	\$192.00	\$192.00	SUP-(6)ROLLS OF STAMPS@32.00ea
68865-APCA	01/31/95	R D. CROSS	\$151.01	\$151.01	CD S&JAIL-REIMBURSE/INTERVIEW M BIBY@ARKANSAS
68866-APCA	01/31/95	REX SHAW	\$303.79	\$303.79	CD CLK-REIMBURSE/530mi@ 29ea; MEALS(U T LAW SEMINAR@AUSTIN)
68867-APCA	01/31/95	SAM'S WHOLESALE	\$499.90	\$499.90	CD S-"13"/CAMERA EQUIPMENT
68868-APCA	01/31/95	SARAH WILLIAMS	\$180.00	\$180.00	CCP-CONTRACT SERVICES, 12hrs @615.00ea
68869-APCA	01/31/95	SHARON WATER SUPPLY CORP	\$14.05	\$14.05	PCT#4-ACCT#1133/JAN 24'95 BILLING
68870-APCA	01/31/95	SHELL OIL COMPANY	\$42.29	\$42.29	CD S-ACCT#092821628/JAN 16'95 BILLING
68871-APCA	01/31/95	SOUTHWESTERN BELL TELEPHONE	\$141.55	\$141.55	SUP&TEL COMM #665-3909/JAN 15'95 BILLING
68872-APCA	01/31/95	SOUTHWESTERN ELECTRIC POWER	\$1,146.71	\$275.96 \$259.74 \$530.86 \$80.15	ROCK BLDG-ACCT#40681/JAN 18'95 BILLING ROCK BLDG-ACCT#359669/JAN 18'95 BILLING CD LIB-ACCT#66685/JAN. 18'95 BILLING CD LIB-ACCT#403669/JAN. 18'95 BILLING
68873-APCA	01/31/95	SPRINT	\$14.74	\$14.74	CD S&TELE COMM-ACCT#131782320/JAN 18'95 BILLING
68874-APCA	01/31/95	TRANSPORT LIFE INSURANCE COM	\$300.10	\$300.10	GROUP K44, JAN'95 PAYROLL DEDUCTIONS
68875-APCA	01/31/95	UPSHUR COUNTY	\$11,252.30	\$6,030.26 \$48.00 \$8.00 \$1,275.00 \$909.12 \$1,516.73 \$262.11 \$3.00 \$539.88 \$96.16 \$48.08	DPS-ART 53 01 FEES/QTR ENDING 12/31/94 TPWL-ART 53 01 FEES/QTR ENDING 12/31/94 TABC-ART 53 01 FEES/QTR ENDING 12/31/94 JP-ART 53 01 FEES/QTR ENDING 12/31/94 CS-ART 53 01 FEES/QTR ENDING 12/31/94 CVCA-FEES FOR QTR ENDING 12/31/94 CR-FEES FOR QTR ENDING 12/31/94 CS-FEES FOR QTR ENDING 12/31/94 CJP-FEES FOR QTR ENDING 12/31/94 JCPT-FEES FOR QTR ENDING 12/31/94 LEMI-FEES FOR QTR ENDING 12/31/94

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

13 FEB 1995

Approved Disbursements

All Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 01/31/95 thru 02/10/95

PAGE 4

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$96 15	LEDGE-FEES FOR QTR ENDING 12/31/94
				\$232 60	MCC-FEES FOR QTR ENDING 12/31/94
				\$186 21	OCL-FEES FOR QTR ENDING 12/31/94
68876-APCA	01/31/95	UPSHUR COUNTY LITERACY PROGR	\$5,000 00	\$5,000 00	LITERACY-2ND QTR '94-95 BUDGET ALLOCATION
68877-APCA	01/31/95	UPSHUR-RURAL ELECTRIC COOP	\$58 21	\$7 50	LAFAY BLDG-ACCT#505279486
				\$50 71	PCT#2-ACCT#41186523/JAN. 20'95 BILLING
68878-APCA	01/31/95	V. C. YOUNG INST. OF CO. GOV.	\$125 00	\$125 00	COMM CT-REGISTRATION/CHARLES K THOMPSON
68879-APCA	01/31/95	VINYARD'S	\$30 00	\$30 00	D A-DANNY KAY WRIGHT/HOT CK RESTITUTION
68880-APCA	01/31/95	W. S. CHASTEEN	\$29 58	\$29 58	PCT#3-REIMBURSE/102mi@ 29ea. OCT 23-DEC 15'904
68881-APCA	01/31/95	WIL MAX. INC	\$35 29	\$35 29	D A-TOMMY SRAVBERRY/HOT CK RESTITUTION
68882-APCA	01/31/95	WILLIAM MCCAY	\$89 03	\$89 03	SUP-REIMBURSE/307mi@ 29ea. 12/22/94-1/13/95
68883-APCA	HC 02/02/95	TEXAS LAWYERS INSURANCE EXCH	\$1,300 00	\$1,300 00	NON DEPT-LAUREN PARISH. 155TH DIST JUDGE(LIABILITY INS)
68884-APCA	HC 02/02/95	U. S. POSTMASTER	\$3,000 00	\$3,000 00	NON DEPT-POSTAGE FOR MAIL PROS INC
68971-APCA	HC 02/03/95	FIRST NATIONAL BANK GILMER	\$317,000 00	\$317,000 00	CD#25637 PURCHASED@ 39%(10days) TO MATURE 2/13/95
68972-APCA	HC 02/07/95	JOHN DEERE CREDIT	\$1,489 19	\$1,489 19	PCT#2-ACCT#17-999994161/JD WHEEL LOADER(2'95)
68973-APCA	HC 02/07/95	GREGG COUNTY SHERIFF OFFICE	\$200 00	\$50 00	CO CT-CAUSE#7208/LOYD CARRELL/CITATION
				\$50 00	CO CT-CAUSE#7208/BILLY WAYNE HENDERSON/CITATION
				\$50 00	CO CT-CAUSE#7207/BILLY WAYNE HENDERSON/CITATION
				\$50 00	CO CT-CAUSE#7207/LLOYD CARRELL, ACE BONDING SERVICE CITATION
68974-APCA	HC 02/09/95	FLOWERS THRIFT STORE	\$58 50	\$58 50	CO JAIL-PURCHASE OF BREAD
Total for APCA - Accounts Payable Clearing Account			\$1,400,470 11		

PRINTED IN U.S.A.

43 PG 12/95

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 01/31/95 thru 02/10/95

PAGE 5

Check #	HC Date	Vendor.....	Check Amount	Invoice Amt	Invoice Descriptions
778-FNB INS	HC 01/31/95	ACORDIA BENEFITS OF TEXAS, I	\$220.00	\$220.00	AD FEES-01/31/95 PAYROLL (88 EMP @ \$2.50/EA)
779-FNB INS	HC 02/02/95	ACORDIA BENEFITS OF TEXAS, I	\$62,343.62	\$62,343.62	UPS01/CLAIMS 01/26/95 PAYMENT REGISTER
780-FNB INS	HC 02/02/95	BEHRENS INCORPORATED	\$1,125.56	\$1,125.56	GROUP #160, 01/27/95 PAYMENT REGISTER
781-FNB INS	HC 02/02/95	FIRST NATIONAL BANK	\$400,000.00	\$400,000.00	CD#25634 PURCHASED@6.39%(114days)TD MATURE 2/13/95
782-FNB INS	HC 02/09/95	ACORDIA BENEFITS OF TEXAS, I	\$17,252.19	\$17,252.19	GROUP UPS01 MONTHLY COSTS FOR FEB. '95
Total for FNB INS - INSURANCE			\$480,941.37		
Grand Total			\$1,881,411.48		

FILED
 REX A SHAW
 COUNTY CLERK
 UPSHUR COUNTY, TX.
 95 FEB 14 AM 8:19

Charles L. Still
 COUNTY JUDGE, CHARLES L. STILL

Baddis Lindsey
 COMMISSIONER PCT01, BADDIS LINDSEY

Tommy Stanley
 COMMISSIONER PCT02, TOMMY STANLEY

David Loy
 COMMISSIONER PCT03, DAVID LOY

Charles N. Thompson
 COMMISSIONER PCT04, CHARLES N. THOMPSON

FILED
 REX A SHAW
 COUNTY CLERK
 95 FEB 28 AM 10:33
 UPSHUR COUNTY, TX.

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

PRINTED IN U.S.A.

UPSHUR COUNTY TREASURER'S MONTHLY REPORT
AND COMMISSIONERS COURT AFFIDAVIT
JANUARY 1 THROUGH JANUARY 31, 1995

	BEGINNING BALANCE	REVENUES	DISBURSEMENTS	ENDING BALANCE	INVESTMENTS REDEEMED	INVESTMENTS PURCHASED	DEMAND BALANCE	INVESTMENTS	TOTAL DEPOSITS
OPERATING ACCOUNT	4,812,347.21	2,017,900.69	581,588.47	6,248,659.43	3,248,580.55	4,799,356.64	-35,697.21	6,284,356.64	6,248,659.43
INSURANCE ACCOUNT	719,194.02	179,822.74	49,959.33	849,057.43	315,000.00	310,000.00	184,057.43	665,000.00	849,057.43
TOTALS	5,531,541.23	2,197,723.43	631,547.80	7,097,716.86	3,563,580.55	5,109,356.64	148,360.22	6,949,356.64	7,097,716.86

INDEBTEDNESS	
1985-A CERTIFICATES OF OBLIGATION	100,000.00
1987 CERTIFICATES OF OBLIGATION	75,000.00
1991 CERTIFICATES OF OBLIGATION	1,890,000.00
OTHER INDEBTEDNESS	85,517.16

TOTAL INDEBTEDNESS 2,150,517.16

C.D.'S	
UPSHUR COUNTY OPERATING CD#25619	350,000.00
UPSHUR COUNTY OPERATING CD#25578	410,000.00
UPSHUR COUNTY OPERATING CD#25590	1,450,000.00
UPSHUR COUNTY OPERATING CD#25429	1,150,000.00
UPSHUR COUNTY OPERATING CD#25691	650,000.00
UPSHUR COUNTY OPERATING CD#25518	335,000.00
UPSHUR COUNTY OPERATING CD#25627	845,000.00
UPSHUR COUNTY PERMANENT SCHOOL CD#25611	1,000,633.67
UPSHUR COUNTY AVAILABLE SCHOOL CD#25612	93,722.97
UPSHUR COUNTY INSURANCE CD#25493	355,000.00
UPSHUR COUNTY INSURANCE CD#25542	260,000.00
UPSHUR COUNTY INSURANCE CD#25579	50,000.00
TOTAL CD'S	6,949,356.64

AFFIDAVIT

The above information is found to be true and correct.

Charles L. Still
County Judge, Charles L. Still

Gaddis Lindsey
Commissioner, Pct. 1, Gaddis Lindsey

Tommy Stanley
Commissioner, Pct. 2, Tommy Stanley

David Loyd
Commissioner, Pct. 3, David Loyd

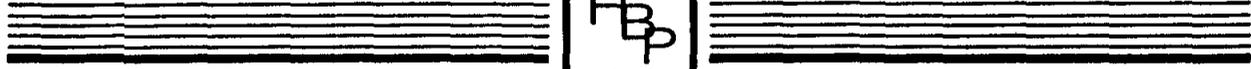
Charles K. Thompson
Commissioner, Pct. 4, Charles K. Thompson

Submitted under the provision of the Local Government Code Section 114.026

Myra Harris
Myra Harris, County Treasurer

FILED
REX A SHAW
COUNTY CLERK
95 FEB 14 AM 8:04
UPSHUR COUNTY, TX

Vol 143 pg 428



Longview
753-4481

HOLMAN BENNETT PHILLIPS
EQUIPMENT COMPANY, INC.

Tyler
593-0201

February 10, 1995

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

Gentlemen:

We are pleased to bid the following:

- 1 - New Alamo A-Boom Mower, mounted on a 6640 Ford Tractor with Cab and Air Conditioner.

PRICE:.....	\$45,487.00
LESS TRADE:	<u>6,000.00</u>
TOTAL:	\$39,487.00

(Trade: Used Ford Tractor & A-Boom Mower.)

This unit meets your advertised specifications. Delivery thirty (30) to sixty (60) days after receipt of your order.

Thank you for the opportunity to bid.

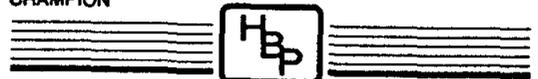
Yours truly,

HOLMAN-BENNETT-PHILLIPS
EQUIPMENT COMPANY, INC.

Paul A. Bennett
Paul A. Bennett

FILED
 REX A. SHAW
 COUNTY CLERK
 95 FEB 14 AM 8:06
 UP SHUR COUNTY, TX.
 BY _____
 NEPHILLY

CASE *Mobile 738-4955* BOBCAT
CHAMPION



HOLMAN BENNETT PHILLIPS
EQUIPMENT COMPANY, INC.

Longview
903-753-4481

Tyler
903-593-0201

DONALD (NIP) CALDWELL
Light Equipment Sales
Res. 903-234-1096
533-1976

P.O. Box 6295
Tyler, Texas 75711

VOL 43 PG 430

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

SPECIFICATIONS FOR TRACTOR TO MOUNT BOOM TYPE MOWER ON

ENGINE: Horsepower, PTO 76, 4 cylinder, 304 CID, RPM 2200, electrical starter with safety switch, dry type air cleaner.

STEERING: Power assist; tilt and telescoping steering wheel.

TRANSMISSION: 12 x 12 synchronized, forward and reverse shuttle.

TIRES: Front 111 x 16, 6 ply; Rear 18.4 X 30, 8 ply.

CLUTCH: 13" cero-metallic disc.

BRAKES: Soft energizing wet disc enclosed in final drive.

ELECTRICAL: 12 volt system 55 amp alternator, 800 CCA battery, 2 head lights, tail lights, safety flashers.

CAB: Enclosed with ROPS; air conditioner; right side to have safety screen with 17" x 17" Lexan insert.

3 POINT HITCH: Live hydraulics, PTO independent 540

CAPACITIES: Fuel - 46 gallons; Crankcase -9 quart; Cooling system 15.3 quarts.

OTHER: Vertical exhaust, seat belt, precleaner, tool box, tinted glass, roof vent hatch, horn.

FILED
REX A. SHAW
COUNTY CLERK
95 FEB 14 AM 8:06
UPSHUR COUNTY, TX.
BY _____
DEPUTY

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

SPECIFICATIONS FOR BOOM TYPE MOWER

CUTTER HEAD: 60 inch heavy duty rotary with blade bare carrier and 2 sets of interchangeable blade, 1 set for cutting brush and 1 set for cutting grass; full length replaceable skid shoes; alloy steel spindle in cast body with tapered roller bearings in oil bath.

BOOM: 20' 4" reach up, 21' out and 12' 11" below frame; capable of mowing even with rear tire; hydraulic relief valves in all circuits to help prevent damage of boom and hydraulic motor drive.

FRAME: Full length, 4" x 4" steel tubing mounted to the front tractor frame and rear axle; main frame saddle mount over hood of tractor to side rails.

HYDRAULIC PUMP: Front mounted, direct engine driven; gear type with steel housing.

HYDRAULIC MOTOR: Steel housing with steel gears, rated at 90 H.P. at 2500 RPM and 2500 PSI.

HYDRAULIC VALVE: 4-spool open center with main relief.

SAFETY: Retractable shield on front of mower deck, rubber flaps the on rear; wire shield on right of operator; neutral start switch so tractor will not crank if mower is engaged.

From: _____



Buy, Sell, Appraise,
Trade and Locate Used
Construction Machinery

Owned & Operated by Randy Putman

PUTMAN EQUIPMENT

Rt. 2 Box 236C • Hughes Springs, TX 75658
Phone 903-639-2879 • Mobile 903-573-0803

2-3 1995

Statement

To: Upsher County Precinct 2

Terms

FILED
REX A. SHAW
COUNTY CLERK

95 FEB 14 AM 8:06

UPSHUR COUNTY, TX

PROPERTY

440

This is a Bid for Gradall

We offer to pay
for this machine

\$ 1501 00

Thank You

2-3 1975

From: _____

PUTMAN EQUIPMENT

Buy, Sell, Appraise,
Trade and Locate Used
Construction Machinery

Owned & Operated by Randy Putman

PUTMAN EQUIPMENT

Rt. 2 Box 236C • Hughes Springs, TX 75658
Phone 903-639-2879 • Mobile 903-573-0803

Statement

To: Upsler County Precinct 1

Terms:

This is a Bid for 1978			
xlnt. Dump Truck. That has			
cracked Bell housing			
FILED	offer to pay	\$	5510 00
REX A. SHAW	for this machine		
COUNTY CLERK			
95 FEB 14 AM 8:06			
UPSLE COUNTY, TX			
DEPT			
	Thank You		

Vol. 43 p. 434

To: Donna Flippo, County Auditor
P.O. Box 730
Gilmer, Tx. 75644

Feb. 7, 1995

Subject: Bid to purchase and remove scrap metal
and equipment at precinct yards.

Precinct #3 - Attn: David Loyd Total Bid: \$280⁰⁰

Precinct #4 - Attn: Kenny Thompson Total Bid: \$600⁰⁰

FILED
REX A. SHAW
COUNTY CLERK
95 FEB 14 AM 8:07
UPSHUR COUNTY, TX.
BY _____ DEPUTY

Thank You,

Chuck Mears
P.O. Box 1171
Gladewater, Tx. 75647
903-734-7136

* Chuck Mears agrees to cut, load and remove from premises,
all marketable scrap metal and scrap equipment as described
by precinct foreman.

John Lindsey 843-2611
Rt 8 Box 273B 734-5273
Gilmer Tex.

2-10-95

Bid for 1980 Landem Apel F.H.C. Dump
Truck. # 1835.50 (Salvage)

Bid for Junk Iron 30 tons. # 115.00

14

FILED
REX A. SHAW
COUNTY CLERK
95 FEB 14 AM 8:06
UPSHUR COUNTY, TX.
BY _____
DEPUTY

VOL 110
PG 135

VOL. 43 PG 436



Homer Stokes

Equipment—BUY • SELL • LEASE • APPRAISE

2/13/95

Revised bid

Bid on 1979
International twin screw
dump \$ 7,110.00

Roadrunner Equip.
Homer Stokes



#21 MEADOWDALE RT. 1 • FLINT, TX 75762 • 214-894-7195 (24 HRS.)

02-10-95

I, LARRY D. CARTER,

Bid \$ 4551⁰⁰ for the 1979

INTERNATIONAL 12-14 yd dump truck.

VOL. 43 PG. 137

FILED
REX A. SHAW
COUNTY CLERK
95 FEB 14 AM 8:07
UPSHUR COUNTY, TX.
DEPUTY

BY
LARRY D. CARTER

P.O. Box 1304

Gilmer, TX 75644

903-762-2814 home after 4:00pm

903. 379-4561 - WORK # PAT CARTER

APPLICATION FOR FILLING ABANDONED WELL

VOL 43 PG 439

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

RE: ABANDONED WELL OWNED BY Janice Goss
Almond Road ROAD.

GENTLEMEN:

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

RESPECTFULLY YOURS,

Janice Goss
Rt. 2 Box 166
Big Sandy, Tx. 75755 636-4729
636-5130 Mother In Law

PRECINCT 3
DATE 2-3-95

APPROVED _____ REJECTED _____

Charles L. Still
CHARLES L. STILL, COUNTY JUDGE

Gaddis Lindsey
GADDIS LINDSEY, COMMISSIONER 1

Tommy Stanley
TOMMY STANLEY, COMMISSIONER 2

David Loyd
DAVID LOYD, COMMISSIONER 3

Charles K. Thompson
CHARLES K. THOMPSON, COMMISSIONER 4

BY _____
DEPUTY

UPSHER COUNTY, TX.

95 FEB 14 AM 8:08

FILED
REX A SHAW
COUNTY CLERK

VOL 13 PG 140

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 3
DATE 2-8-95

Formal notice is hereby given that Judy Rogers
whose principal address is 1003 E. Birdsong, Longview, Tx 75602
does propose to place a culvert
within the ROW of County Road West Lake Drive
as follows: 758-6989 or
295-1139

culverts are 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 Judy Rogers
TITLE _____
ADDRESS _____

FILED
REX A. CHAW
COUNTY CLERK
95 FEB 14 AM 8:08
UPSHER COUNTY, TX.
BY _____
DEPUTY

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 2
DATE 2-7-95

Formal notice is hereby given that Bill Robertson
whose principal address is Rt. 6 Box 452, Gilmer, Tx.
does propose to place a culvert
within the ROW of County Road Doe Trail
as follows: 903-762-6210

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 Susan Robertson
TITLE _____
ADDRESS _____

FILED
REX A. SHAW
COUNTY CLERK
95 FEB 14 AM 8:08
UPS HUR COUNTY, TX.
BY _____
DEPUTY

VOL. 43 PG. 442

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 1
DATE 2-1-95

Formal notice is hereby given that East Mt. Water
whose principal address is Rt. 1 Box 500, Gilmer, Tx. 75644
does propose to place a water line
within the ROW of County Road Pelican
as follows: to cut trench across county 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 and Bridge Department policies and specifications.

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

NAME Jimmy M. Swingle

TITLE utilities operator

ADDRESS City of East Mt.

FILED
REX A SHAW
COUNTY CLERK
95 FEB 14 AM 8:08
UPSHER COUNTY, TX.
BY _____
DEPUTY

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

Date 1-30-95

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

Formal notice is hereby given that City of Big Sandy
whose principal address is Box 986 Big Sandy, TX. 75755
does propose to place a two (2") inch PTC water line
within the ROW of County Road WEST WATER TOWER
as follows:

Beginning at a point approximately .6 of a
mile (3,168') southeast of the city limits on
S. Tyler St. and going east 3000'.

The location and description of the proposed lines or
improvements 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
30th day of January, 1995.

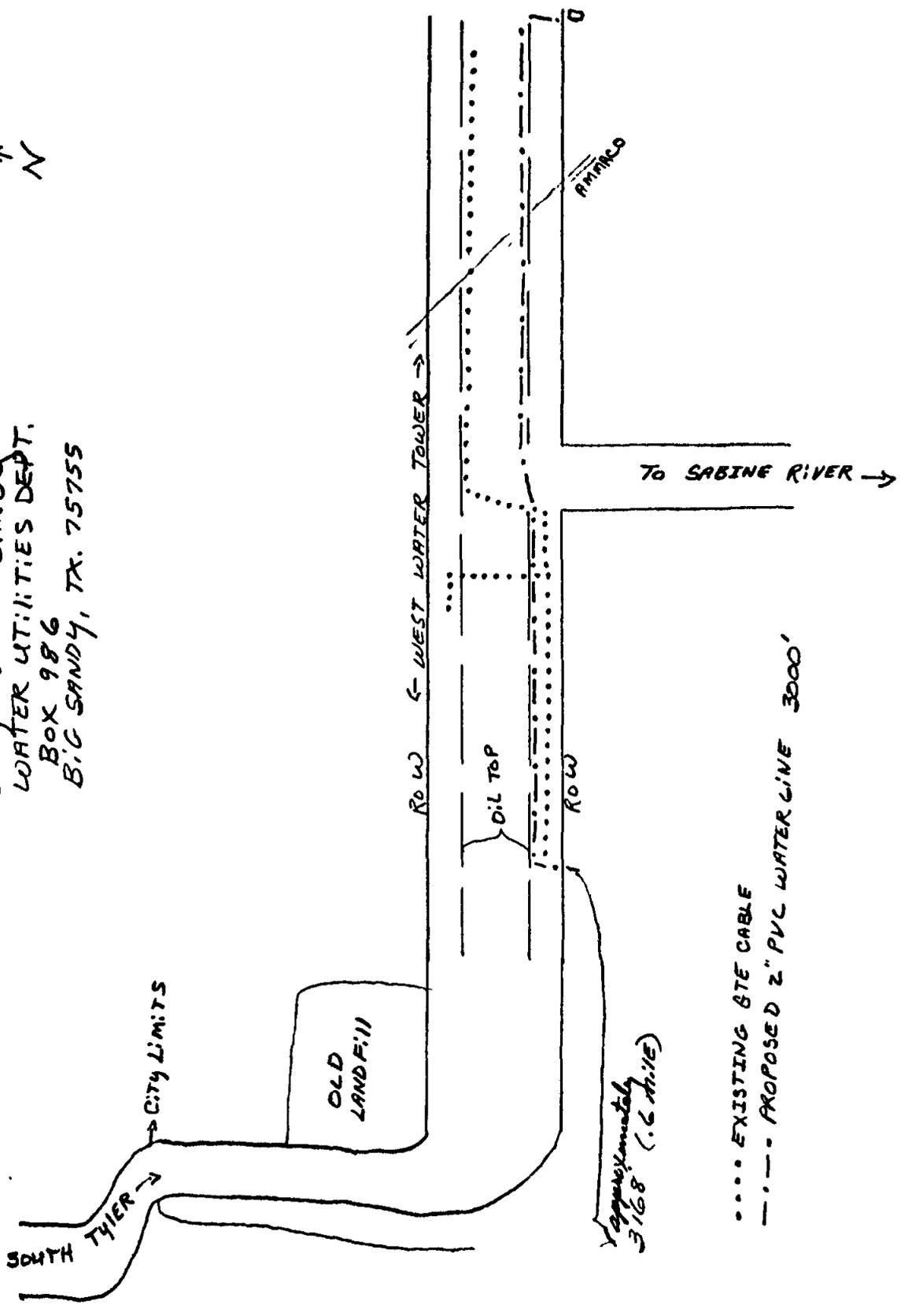
FROM: City of Big Sandy
Everett D. McWilliams, Dir. Public Works.
TITLE: _____

ADDRESS: Box 986
Big Sandy, TX. 75755.

FILED
PEX A. SHAW
COUNTY CLERK
95 FEB 14 AM 8:08
UPSHER COUNTY, TX.
BY _____
DEPUTY



CITY OF BIG SANDY
WATER UTILITIES DEPT.
BOX 986
BIG SANDY, TX. 75755



..... EXISTING 87E CABLE
- - - - PROPOSED 2" PVC WATER LINE 3000'

APPROXIMATELY
3168 (1.6 MI/E)

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT # 2
DATE 2-8-95

Formal notice is hereby given that W.D. Tucker
whose principal address is Rt 2 Box 207 Gilmer TX 75644
does propose to place a 1" Gas Line
within the ROW of County Road Dahlia Rd.
as follows:

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

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

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

NAME Tommy D. Stanley

TITLE Commissioner PCT. 2

ADDRESS P.O. Box 730 Gilmer

FILED
REX A. SHAW
COUNTY CLERK
95 FEB 14 AM 8:08
UPSHUR COUNTY, TX
BY _____
DEPUTY

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 3

DATE FEBRUARY 08, 1995

Normal 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 6" PVC WATER LINE
within the ROW of County Road LOCUST ROAD
as follows:

PROPOSE TO INSTALL A 6" PVC WATER LINE FROM MINGS
CHAPEL CORNER GOING SOUTH 1340' TO L. COULTERS, ENTERING PRIVATE
PROPERTY UNTIL REACHING POND CREEK. FROM POND CREEK, COME BACK ON
COUNTY ROW GOING SOUTH AND TURN WEST ON LOCUST ROAD 1280' TO MR.
HARRIS PROPERTY AND GO BACK ON PRIVATE PROPERTY AT THAT LOCATION.
LINE WILL BE INSTALLED AT DEPTH AS REQUIRED BY THE COUNTY.

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
13 day of FEBRUARY, 1995.

NAME

Robbie L. Arrington
ROBBIE L. ARRINGTON

TITLE

MANAGER

ADDRESS P. O. BOX 567 GILMER, TX 75644

VOL 43 PG 44A

FILED
REX A. SHAW
COUNTY CLERK
95 FEB 14 AM 8:08
UPSHUR COUNTY, TX

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 1
DATE 2-10-95

Formal notice is hereby given that Leon Clift
whose principal address is 903-734-7867
does propose to place a Culvert
within the ROW of County Road Mockingbird Road
as follows:

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

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

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

NAME Gudder Lindsey

TITLE _____

ADDRESS _____

FILED
REX A. SHAW
COUNTY CLERK
95 FEB 14 AM 8:08
UPSUR COUNTY, TX.
BY _____
DEPUTY

VOL 213 PG 4219

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned Gayle Henson, 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) Log Hauling
From 2088 on Camel for 2 miles. Also on Bison 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. 4, Upshur County.

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

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

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

Gayle Henson
First Party Signature

Rt. 5 Box 51073
Street or Box

Winnsboro, Tx. 75494
City, State and Zip Code

903-365-7184
Telephone

Danny Spencer
Timber Tract

2-7-95
Date Signed

Permit issued for a period not to exceed 90 days.

Chas. Little
County Judge

Walter Lindsey
Commissioner 1

Sammy S. [Signature]
Commissioner 2

Clarence Boyd
Commissioner 3

Chas. H. [Signature]
Commissioner 4

Date Signed

FILED
REX A. SHAW
COUNTY CLERK
95 FEB 11 AM 8:08
UPSHUR COUNTY, TX.
DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned Kenny Kimbrough Logging, 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 FM 1002 on 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. 4, Upshur County.

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

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

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

x Kenny Kimbrough
First Party Signature

230 Mt. Union Rd.
Street or Box

Garrison, Tx. 75946
City, State and Zip Code

409-347-5200
Telephone

Winans
Timber Tract

2-7-95
Date Signed

Permit issued for a period not to exceed 90 days.

Charles A. Hill
County Judge

Waddis L. Dugg
Commissioner

Tony J. Dauler
Commissioner 2

David Boyd
Commissioner 3

Chas. H. Brown
Commissioner 4

Date Signed

FILED
REX A. SHAW
COUNTY CLERK
95 FEB 14 AM 8:08
UPSHER COUNTY, TX.
DEPUTY

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned Ronnie Mitchell, 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) _____
Buffalo and Burro Roads

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

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

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

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

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

Ronnie Mitchell
First Party Signature
Rt. 8 Box 442
Street or Box
Gilmer Tx. 75644
City, State and Zip Code
903-734-5716
Telephone
Langford
Timber Tract
2-7-95
Date Signed

Chas. J. Steele
County Judge
Gaddis Lindsey
Commissioner 1
Sony J. Leland
Commissioner 2
David J. Boyd
Commissioner 3
Chas. J. Steele
Commissioner 4

Date Signed
BY _____
DEPUTY
95 FEB 14 AM 8:08
REX A. SHAW
COUNTY CLERK
UPSHUR COUNTY, TX.

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned John Davidson Logging, 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 FM 1002 on Crowe

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

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

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

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

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

John Davidson
First Party Signature

Rt. 1 Box 281
Street or Box

Idabel, Ok. 74745
City, State and Zip Code

405-286-7922
Telephone

Timber Tract
Timber Tract

2-7-95
Date Signed

Permit issued for a period not to exceed 90 days.

Charles H. Smith
County Judge

Gaddis Lindsey
Commissioner

Tommy J. Hall
Commissioner 2

David Boyd
Commissioner 3

John P. Jones
Commissioner 4

Date Signed

FILED
REX A. SHAW
COUNTY CLERK
95 FEB 14 AM 8:09
UPSHUR COUNTY, TX.
BY DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS X
COUNTY OF UPSHUR X

KNOW ALL MEN BY THESE PRESENTS

The undersigned Lasco, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 1, Upshur County, Texas, and in order to get material to market it is necessary to use a 1 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) Liliac

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.

Robt Hunt
First Party Signature

P. O. Box 1122
Street or Box

Gilmer, Texas 75644
City, State and Zip Code

Telephone

Mc Clelland
Timber Tract

2/2/95
Date Signed

Permit issued for a period not to exceed 90

Charles L. Smith
County Judge

W. Allen Lutz
Commissioner 1

James D. Stanley
Commissioner 2

David L. Lutz
Commissioner 3

Charles L. Smith
Commissioner 4

Date Signed

BY _____
UPSHUR COUNTY, TX.
95 FEB 14 AM 8:09
REPLY

FILED
REX A. SHAW
COUNTY CLERK

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned Lindsey Logging, 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 Hwy 155 on FM555 to Daffodill for 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. 2, Upshur County.

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

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

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

Kathy Lindsey
First Party Signature

Rt. 6 Box 107
Street or Box

Gilmer, Tx. 75644
City, State and Zip Code

903-797-6036
Telephone

Timber Tract

2-3-95
Date Signed

Permit issued for a period not to exceed 90 days.

Charles J. Steel
County Judge

Gaddis Lindsey
Commissioner

Long J. Steel
Commissioner 2

Walter Boyd
Commissioner 3

Clara R. Brown
Commissioner 4

Date Signed

FILED
REX A. SHAW
COUNTY CLERK
95 FEB 14 AM 8:09
UPSHUR COUNTY, TX.
DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS X
COUNTY OF UPSHUR X

KNOW ALL MEN BY THESE PRESENTS

The undersigned Environmental Timber & Lasco, 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 Hwy. 154, 2 miles down Mimosa _____

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.

Collette Finney
First Party Signature

Box 26
Street or Box

Gilmer, Texas 75644
City, State and Zip Code

903-725-6269
Telephone

Porter
Timber Tract

2/3/95
Date Signed

Permit issued for a period not to exceed 90 days

Charles L. Steif
County Judge

James L. Ford
Commissioner 1

Tom P. Stet
Commissioner 2

David J. Royal
Commissioner 3

W. R. [Signature]
Commissioner 4

Date Signed

FILED
REX A. SHAW
COUNTY CLERK
95 FEB 14 AM 8:09
UPSHUR COUNTY, TX.
DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned Gayle Henson, 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) _____
FM 852 to Elk Road for 3/4 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. 4, Upshur County.

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

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

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

Gayle Henson
First Party Signature
rt. 5 Box 51073
Street or Box
Winnsboro, Tx. 75494
City, State and Zip Code
903-365-7184
Telephone
Spencer
Timber Tract
2-3-95
Date Signed

Chas. H. Steif
County Judge
James Lindsey
Commissioner
Tommy L. Stahl
Commissioner 2
David L. Dyer
Commissioner 3
Chas. H. Steif
Commissioner 4

Date Signed

Permit issued for a period not to exceed 90 days.

FILED
REX A. SHAW
COUNTY CLERK
95 FEB 14 AM 8:09
UPSHER COUNTY, TX.
OFFICE

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS . X
COUNTY OF UPSHUR X

KNOW ALL MEN BY THESE PRESENTS

The undersigned James Kizer, 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)
Holly, Ironwood, , Aspen to Hwy 155

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.

Mr James Kizer
First Party Signature

Rt. 1 Box 1125
Street or Box

Marietta, Tx. 75566
City, State and Zip Code

903-835-5541
Telephone

Drakeford
Timber Tract

2-1-95
Date Signed

Permit issued for a period not to exceed 90 days

Charles F. [Signature]
County Judge

[Signature]
Commissioner 1

[Signature]
Commissioner 2

[Signature]
Commissioner 3

[Signature]
Commissioner 4

Date Signed

FILED
REX A. SHAW
COUNTY CLERK
95 FEB 14 AM 8:09
UPSHUR COUNTY, TX.
BY [Signature] DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS . X
COUNTY OF UPSHUR X

KNOW ALL MEN BY THESE PRESENTS

The undersigned Three 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) _____
Locust Road from Hwy 80 Also White Oak Road.(added 2-6-95)

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.

Bill Sells
First Party Signature

P. O. Box 44
Street or Box

Clayton, Tx. 75637
City, State and Zip Code

903-693-3167
Telephone

Timber Tract

2-1-95
Date Signed

Permit issued for a period not to exceed 90 days

Charles F. Still
County Judge

Waddis Lindsey
Commissioner 1

Tommy J. Stanley
Commissioner 2

Alan D. Royle
Commissioner 3

Chas. R. [Signature]
Commissioner 4

Date Signed

FILED
REX A. SHAW
COUNTY CLERK
95 FEB 14 AM 8:09
UPSHUR COUNTY TX.
DEPUTY

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. 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) _____

N. Point Pleasant Road to Willow Oak

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.

Ted Davis
First Party Signature
Rt. 9 Box 615
Street or Box
Texarkana, Tx. 75501
City, State and Zip Code
903-796-0217
Telephone
Christian
Timber Tract
2-1-95
Date Signed

Charles L. Stettin
County Judge
Charles L. Stettin
Commissioner 1
Tommy R. Hinkle
Commissioner 2
David D. Royal
Commissioner 3
Chris R. [Signature]
Commissioner 4

Date Signed

Permit issued for a period not to exceed 90 days

FILED
REX A. SHAW
COUNTY CLERK
95 FEB 14 AM 8:09
UPSHUR COUNTY, TX.
DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS . X

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR X

The undersigned Ted Davis Timber, 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) _____

Cherry Laurel, Crab Apple, Chinaberry to Hwy. 155

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. 9 Box 615

Street or Box

Texarkana, Tx. 75501

City, State and Zip Code

903-796-0217

Telephone

Eugene Johnson

Timber Tract

2-1-95

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

BY _____
UPSHUR COUNTY, TX.
DEPUTY

FILED
REX A. SHAW
COUNTY CLERK
95 FEB 14 AM 8:09

SPECIAL ROAD USE AGREEMENT CONTRACT

VOL. 113 PG. 4101

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

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. 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 2796 on Dahlia to the end of Clematis

2.

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

3.

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

4.

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

5.

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

6.

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

Sam Lindsey
First Party Signature

Rt. 6 Box 107
Street or Box

Gilmer, Tx. 75644
City, State and Zip Code

903-797-6036
Telephone

Pickett
Timber Tract

2-8-95
Date Signed

Permit issued for a period not to exceed 90 days.

Chas. H. Smith
County Judge

Charles Lindsey
Commissioner 1

Jimmy R. Stark
Commissioner 2

Alvin Boyd
Commissioner 3

Chas. R. Johnson
Commissioner 4

Date Signed

FILED
REX A. SHAW
COUNTY CLERK
95 FEB 14 AM 8:10
UPSHUR COUNTY, TX.
DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned Doug Bennett, 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 FM 1844 on Seagull

2.

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

3.

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

4.

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

5.

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

6.

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

Doug Bennett
First Party Signature
Rt. 1 Box 975
Street or Box
Henderson, Tx. 75652
City, State and Zip Code
903-836-4115
Telephone
Gene Wacasey
Timber Tract
2-8-95
Date Signed

Charles L. Still
County Judge
James L. Lindsey
Commissioner
James P. Glendon
Commissioner 2
David R. Roze
Commissioner 3
Chas. W. [Signature]
Commissioner 4

Date Signed

Permit issued for a period not to exceed 90 days.

FILED
REX A. SHAW
COUNTY CLERK
95 FEB 14 AM 8:10
UPSHER COUNTY, TX.
FEE: 11.00

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned Mike Huddleston Logging, 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) _____

Verbena and Violet

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

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

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

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

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

Jimmy Pate
First Party Signature

P. O. Box 163
Street or Box

Bloomburg, Tx. 75556
City, State and Zip Code

903-728-5876
Telephone

Timber Tract

2-9-95
Date Signed

Permit issued for a period not to exceed 90 days.

Charles H. Smith
County Judge

Charles H. Smith
Commissioner 1

James S. Stanley
Commissioner 2

David A. Hozz
Commissioner 3

Charles H. Smith
Commissioner 4

Date Signed

FILED
REX A. SHAW
COUNTY CLERK
95 FEB 14 AM 8:10
UPSHER COUNTY, TX.
DEPUTY

Date: 2-13-95

COMMISSIONER COURT
ATTENDANCE SHEET

Name	City of Residence
<i>Harmer Stokes</i>	<i>Bullard</i>
<i>James Richards</i>	<i>Rt 7 Gilmer</i>
<i>Gary Bishop</i>	<i>Gilmer</i>
<i>Tracy Harris</i>	<i>Gilmer</i>
<i>Wanda Huggo</i>	<i>Gilmer</i>
<i>Mack White</i>	<i>Gilmer</i>
<i>Kate Busch White</i>	<i>Gilmer</i>
<i>Billy Rogers</i>	<i>Okla City</i>
<i>Nip Caldwell</i>	<i>Longview</i>
<i>Night Harmon</i>	<i>Gilmer</i>
<i>Robert Crowley</i>	<i>"</i>
<i>Leann Kiser</i>	<i>Gilmer</i>
<i>Buck Cross</i>	<i>Gilmer</i>
<i>Tom Mitchell</i>	<i>Gilmer</i>
<i>Norma Tomlin</i>	<i>Gilmer</i>
<i>Sarah Green</i>	<i>Gilmer</i>
<i>Paul Bishop</i>	<i>Gilmer</i>
<i>Mrs. Overton</i>	<i>Messitt</i>

95 FEB 14 AM 8:05
JPSHIP COUNTY, TX.
BY _____
DEPUTY

FILED
REX A. SHAW
COUNTY CLERK

VOL 43 PG 4106

THE UPSHUR COUNTY COMMISSIONERS' COURT WILL OPEN AND ACCEPT BIDS ON MONDAY, FEBRUARY 13, 1995 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 JUDGE'S OFFICE, LESS FEDERAL TAX, EFFECTIVE AS OF 9:00 A.M., MONDAY, FEBRUARY 13, 1995.

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 CHARLES L. STILL
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

FILED
REX A. SHAW
COUNTY CLERK
95 FEB 27 PM 12:26
UPSHUR COUNTY, TX.
BY _____
OFFICIAL

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 3.50% (3.56 APY)

B. CERTIFICATES OF DEPOSIT (SINGLE MATURITY).

1. AMOUNTS LESS THAN \$100,000.

7 TO 29 DAYS T-BILL PLUS	<u>.31</u>
30 TO 59 DAYS T-BILL PLUS	<u>.31</u>
60 TO 89 DAYS T-BILL PLUS	<u>.31</u>
90 TO 179 DAYS T-BILL PLUS	<u>.31</u>
180 TO 364 DAYS T-BILL PLUS	<u>.38</u>
365 AND OVER T-BILL PLUS	<u>.44</u>

2. AMOUNTS \$100,000.00 OR MORE.

7 TO 29 DAYS T-BILL PLUS	<u>.31</u>
30 TO 59 DAYS T-BILL PLUS	<u>.31</u>
60 TO 89 DAYS T-BILL PLUS	<u>.31</u>
90 TO 179 DAYS T-BILL PLUS	<u>.31</u>
180 TO 364 DAYS T-BILL PLUS	<u>.38</u>
365 AND OVER T-BILL PLUS	<u>.44</u>

The above quotes are based on the 26 week T-Bill rate which is presently 6.10%.

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

STATE FLOOR 4%

FILED
- REX A. SHAW
COUNTY CLERK
95 FEB 27 PM 12:26
UPSHUR COUNTY, TX
BY _____
DEPUTY

C. CHECKING ACCOUNTS.

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

Regular customer rate which at the present is 3% (3.05% APY) on Now Accounts and Super Now accounts, and 3.20% (3.25% APY) on Money Market Accounts.

D. TRUST ACCOUNTS.

1. SAVINGS ACCOUNTS.

N/A We do not have trust powers.

2. CERTIFICATES OF DEPOSIT.

E. INTEREST RATE CHARGED ON COUNTY BORROWING.

Prime rates as printed in the Wall Street Journal less 2%

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 less 2%

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.

Four safe deposit boxes at no charge

- D. SAFE STORAGE OF COMPUTER TAPES.

In Vault - no charge

- E. WIRE SERVICES.

No charge

- F. COURIER SERVICE

No charge

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

No charge

III. FINANCIAL ASSURANCE AND GOOD FAITH.

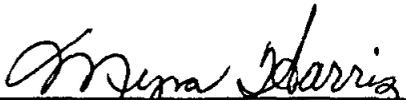
- A. PLEASE SUBMIT WITH YOUR BID YOUR MOST RECENT FINANCIAL STATEMENT ALONG WITH A CASHIER'S CHECK MADE PAYABLE TO UPSHUR COUNTY TREASURER IN THE AMOUNT OF \$ 33,000.00. CHECKS OF UNSUCCESSFUL BIDDERS WILL BE IMMEDIATELY RETURNED. CHECKS OF SUCCESSFUL BIDDERS WILL BE RETURNED UPON EXECUTION OF THE DEPOSITORY CONTRACT.

IV. BIDS ACCEPTED.

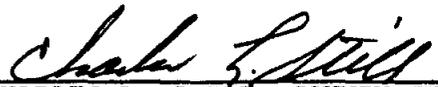
- A. PROPOSALS SHOULD BE SUBMITTED TO ACCOMMODATE THE USE OF ANOTHER FINANCIAL INSTITUTION TO PROVIDE FOR DEPOSIT OF FUNDS OF OFFICES LOCATED IN GILMER.

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



CHARLES L. STILL, 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, \$4,850,000. (THIS INCLUDES TIME AND DEMAND DEPOSITS BOTH) :
2. FUNDS BELONGING TO UPSHUR COUNTY, PERMANENT AND AVAILABLE SCHOOL FUNDS, \$1,094,000. (TIME DEPOSITS ONLY)
3. FUNDS BELONGING TO UPSHUR COUNTY, TRUST AND AGENCY FUNDS, DISTRICT CLERK, \$740,000. (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: Gilmer National Bank

SIGNED BY: Kenneth Stewart President & CEO
(sign name in writing) (Title)

ADDRESS: P. O. Box 460, Gilmer, Texas 75644

TELEPHONE NUMBER: 903-843-5653 DATE: 2-13-95

AFFIDAVIT

STATE OF TEXAS
COUNTY OF

Before me the undersigned authority on this the 13th day of February, 19 95, personally appeared Kenneth Stewart, Pres./CEO who being duly sworn deposes and says that he signed the above instrument for the purposes and considerations herein expressed.

Kim McDowell
(SEAL) Notary Public in and for Upshur County, Texas
My commission expires 10-10-96

NOTE: Bids not notarized will not be considered.

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).)

TEXAS LOCAL GOVERNMENT CODE -
Acts 1987, 70th Leg., Ch 149, s1, eff September 1, 1987

PLEASE NOTE CAREFULLY

VOL. 43 PG 475

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-extended 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. Persons signing bid should show TITLE or AUTHORITY TO BIND HIS FORM IN A CONTRACT.
5. Bid CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by the Commissioners Court on a based written acceptable reason.
6. Vendor shall submit an itemized invoice showing County order number.
7. The County is exempt from Federal Excise Tax. DO NOT INCLUDE TAX IN BID. Excise Tax Exemption Certificate will be furnished.
8. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive-NOT restrictive- it is to indicate type and quality desired. Bids on brands

FILED
REX A. SHAW
COUNTY CLERK
95 FEB 27 PM 12:26
UPSHUR COUNTY, TX.
BY _____
DEPUTY

CONDENSED STATEMENT
of

Gilmer National Bank

GILMER, TEXAS
AT THE CLOSE OF BUSINESS DECEMBER 31, 1994
RESOURCES

	1993	1994
Loans and Discounts	\$ 37,562,140 52	\$ 36,853,762.69
Less: Reserve for Loan Losses.....	(683,757.40)	(492,899.45)
Less: Unearned Interest.....	(587,726.58)	(683,411.38)
Net Loans and Discounts	36,290,656.54	35,677,451 86
Overdrafts	34,894.93	30,503.59
Building, Furniture and Fixtures ..	728,088 57	1,499,283 70
Other Real Estate	308,308.57	85,016.12
Federal Reserve Bank Stock.....	60,000 00	60,000.00
Accrued Interest on Loans	407,983.16	385,907.15
Other Assets	906,249 05	1,028,957.80
CASH AND QUICK ASSETS:		
Cash and Balances Due from Depository Institutions		
Cash and Non-Interest Bearing ..	2,366,695 63	2,675,389.47
Interest-Bearing	17,425,000 00	15,745,000.00
U S Government Bonds	40,288,602 90	42,065,866.66
Municipal Bonds	7,761,973 37	8,334,037.33
Unrealized Gain/Loss on Available for Sale Securities	N/A	(103,375 10)
Federal Funds Sold	2,350,000.00	2,000,000 00
TOTAL.....	\$108,928,452.72	\$109,484,038 58
LIABILITIES		
Capital Stock	500,000 00	\$ 500,000 00
Surplus	1,500,000 00	1,500,000 00
Undivided Profits	10,253,429 64	11,224,042.70
Reserves	486,876 46	500,632.00
Repurchase Agreements	3,700,000 00	3,750,000.00
DEPOSITS	92,488,146 62	92,007,363.22
TOTAL	\$108,928,452 72	\$109,484,038 58

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
GARY W PATTERSON, EXECUTIVE VICE PRESIDENT
CHARLES HOLMES, SR VICE PRESIDENT
ROY HARRIS, CASHIER & VICE PRESIDENT
MORGAN WHITELEY, VICE PRESIDENT
VIRGINIA CARROLL, ASST VICE PRESIDENT
DONNA LEE VARNER, ASST VICE PRESIDENT & AUDITOR
CHARLES TURNER, ASST VICE PRESIDENT
SARAH BATES, ASST CASHIER
FRAN JOHNSON, ASST CASHIER
KIM WALL, 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

FILED
 REX A SHAW
 CLERK
 JAN 12 25
 1995
 GILMER COUNTY, TX



VOL 43 PG 477

KENNETH STEWART
PRESIDENT and CEO

February 13, 1995

Commissioners Court
Upshur County
Gilmer, Texas 75644

Gentlemen:

Attached is the depository bid of Gilmer National Bank for the County funds for 1995-1996. We are also attaching our check for \$33,000.00 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 \$500,000.00, Surplus is \$1,500,000.00, and the Undivided Profits are \$11,224,042.70 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,

Kenneth Stewart
President and CEO

KS:cs

Enclosures

FILED
REX A. SHAW
COUNTY CLERK
95 FEB 27 PM 12:25
UPSHUR COUNTY, TX
OFFICE

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



First National Bank

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

STATEMENT OF CONDITION

AT THE CLOSE OF BUSINESS DECEMBER 31, 1993

AT THE CLOSE OF BUSINESS DECEMBER 31, 1994

Vol 43 Pg 178

RESOURCES

RESOURCES

Loans	\$35,812,497.63
Banking House	930,932.57
Fixtures	142,054.24
United States Securities	82,672,999.84
Municipal Securities	5,382,753.98
Federal Funds Sold	7,951,486.98
Other Securities	2,115,639.87
Cash and Due from Banks	3,766,801.32
Other Assets	2,782,144.98
TOTAL	\$141,557,311.41

Loans	\$43,329,876.82
Banking House	935,425.31
Fixtures	185,724.08
United States Securities	76,380,770.46
Municipal Securities	4,197,151.18
Federal Funds Sold	7,299,421.45
Other Securities	2,220,601.84
Cash and Due from Banks	4,753,639.41
Other Assets	3,444,190.98
TOTAL	\$142,746,801.53

LIABILITIES

LIABILITIES

Capital Stock	\$ 1,500,000.00
Surplus	1,500,000.00
Undivided Profits	14,680,268.22
Other Liabilities	982,230.67
DEPOSITS	122,894,812.52
TOTAL	\$141,557,311.41

Capital Stock	\$ 1,500,000.00
Surplus	1,500,000.00
Undivided Profits	15,123,777.45
Other Liabilities	810,035.97
DEPOSITS	123,812,988.11
TOTAL	\$142,746,801.53

95 FEB 27 PM 12:26

FILED
REX A. SHAW
COUNTY CLERK

The Above Statement Is Correct
FRANK BREAZEALE, President & CEO



FIRST NATIONAL BANK

P O BOX 520 • GILMER, TEXAS 75644 • 903-843-3002

FRANK BREAZEALE
PRESIDENT & CHIEF EXECUTIVE OFFICER

February 10, 1995

Honorable Charles Still
Upshur County Judge
County of Upshur
Upshur County Courthouse
Gilmer, Texas 75644

Dear Judge Still,

I have enclosed our application/bid to continue as the depository bank for Upshur County along with a cashier's check payable to the Upshur County Treasurer in the amount of \$33,000.00. In addition, a financial statement stating our bank's paid up capital stock and permanent surplus as of February 9, 1995, is enclosed.

We are happy to have had the opportunity to provide banking services to Upshur County during the past two years. We look forward to becoming the bank depository for the County during the next two years.

Sincerely,

Frank Breazeale

FB/lt

Enclosures

FILED
REX A. SHAW
COUNTY CLERK
95 FEB 27 PM 12:27
UPSHUR COUNTY, TX.
BY _____
DEPUTY

VAL 43 PG 480

STATEMENTS - BALANCE SHEET CURRENT DAILY POSTINGS

First National Bank

Olmer, Texas

February 9, 1995

Account

Number Description 1995 Balance

ASSETS

CASH ACCOUNTS

CURRENCY AND COIN 1,040,361.79

CASH ITEMS 211,819.23

TOTAL @@@ 1,252,181.02

DUE FROM BANKS - DEMAND

DUE FROM BANKS - DEMAND 1,439,066.82

TOTAL @@@ 1,439,066.82

RESERVE ACCOUNT

FEDERAL RESERVE ACCOUNT 69,246.25

TOTAL @@@ 69,246.25

FED FUNDS SOLD

FED FUNDS SOLD 13,020,408.93

TOTAL @@@ 13,020,408.93

INVESTMENT SECURITIES

TREASURY SECURITIES 79,607,020.36

MUNICIPAL SECURITIES 3,891,876.04

OTHER SECURITIES 787,303.78CR

TOTAL @@@ 82,711,592.62

LOANS

COMMERCIAL LOANS 16,062,707.50

INSTALLMENT LOANS 17,506,375.93

REAL ESTATE LOANS 11,473,415.92

OVERDRAFTS 183,668.10

RESERVE FOR BAD DEBTS 559,218.48CR

TOTAL @@@ 44,666,948.97

FIXED ASSETS

BANK PREMISES 931,369.31

FURNITURE FIXTURES AND EQUIPMENT 183,265.08

TOTAL @@@ 1,114,634.39

OTHER ASSETS

INTEREST EARNED NOT COLLECTED 2,135,108.14

PREPAID EXPENSES 143,832.55

OTHER MISCELLANEOUS ASSETS 1,126,104.76

TOTAL @@@ 3,405,045.45

Total ASSETS 147,679,124.45

VOL 43 PG 481

FIS - BALANCE SHEET CURRENT DAILY POSTINGS

Account Number	Description	1995 Balance

LIABILITIES		

DEPOSITS		
	REGULAR DEMAND ACCOUNTS	9,936,582.91CR
	TRANSACTION - NOW - ACCOUNTS	24,120,846.14CR
	DEMAND ACCOUNTS - U S GOVERNMENT	50,316.20CR
	OFFICIAL CHECKS	1,120,896.43CR
	OTHER DEMAND ACCOUNTS	54,211.78
	REGULAR SAVINGS ACCOUNTS	9,658,072.69CR
	MONEY MARKET ACCOUNTS	8,301,089.45CR
	OTHER SAVINGS ACCOUNTS	9,609.47CR
	OPEN TIME ACCOUNTS	1,000,000.00CR
	CERTIFICATES OF DEPOSIT - UNDER 1	32,655,267.40CR
	CERTIFICATES OF DEPOSIT - OVFR 10	33,800,281.64CR
	INDIVIDUAL RETIREMENT ACCOUNTS	7,527,779.70CR
	OTHER CERTIFICATES OF DEPOSIT	165.17CR
	TOTAL	@@@ 128,126,695.42CR
	OTHER LIABILITIES	
	INTEREST PAYABLE	379,864.62CR
	EXPENSES PAYABLE	678,103.69CR
	OTHER LIABILITIES	5,926.20CR
	TOTAL	@@@ 1,063,894.51CR

	Total LIABILITIES	129,190,589.93CR

VOL 43 PG 482

FILED
REX A. SHAW
COUNTY CLERK
95 FEB 27 PM 12:26
UPSHUR COUNTY, TX.
DEPUTY

FIS - BALANCE SHEET CURRENT DAILY POSTINGS

Account Number	Description	1995 Balance
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CAPITAL

COMMON STOCK		
COMMON STOCK		1,500,000.00CR
TOTAL	000	1,500,000.00CR
SURPLUS		
SURPLUS		1,500,000.00CR
TOTAL	000	1,500,000.00CR
UNDIVIDED PROFITS		
UNDIVIDED PROFITS		15,488,534.52CR
TOTAL	000	15,488,534.52CR
RESERVE FOR CONTINGENCIES		
RESERVE FOR CONTINGENCIES		.00
TOTAL	000	.00
Total CAPITAL		18,488,534.52CR

2/09/95 Frank Beoyale, Pres/CEO

VOL 43 PG 483

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.

3.25% currently. This rate is subject to change quarterly.

B. CERTIFICATES OF DEPOSIT (SINGLE MATURITY).

1. AMOUNTS LESS THAN \$100,000.

7 TO 29 DAYS T-BILL PLUS	<u>26 Week T-Bill + .31</u>
30 TO 59 DAYS T-BILL PLUS	<u>26 Week T-Bill + .31</u>
60 TO 89 DAYS T-BILL PLUS	<u>26 Week T-Bill + .31</u>
90 TO 179 DAYS T-BILL PLUS	<u>26 Week T-Bill + .31</u>
180 TO 364 DAYS T-BILL PLUS	<u>26 Week T-Bill + .31</u>
365 AND OVER T-BILL PLUS	<u>26 Week T-Bill + .31</u>

2. AMOUNTS \$100,000.00 OR MORE.

7 TO 29 DAYS T-BILL PLUS	<u>26 Week T-Bill + .31</u>
30 TO 59 DAYS T-BILL PLUS	<u>26 Week T-Bill + .31</u>
60 TO 89 DAYS T-BILL PLUS	<u>26 Week T-Bill + .31</u>
90 TO 179 DAYS T-BILL PLUS	<u>26 Week T-Bill + .31</u>
180 TO 364 DAYS T-BILL PLUS	<u>26 Week T-Bill + .31</u>
365 AND OVER T-BILL PLUS	<u>26 Week T-Bill + .31</u>

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

STATE FLOOR 3%

FILED
REX A. SHAW
COUNTY CLERK
95 FEB 27 PM 12:27
UPSHUR COUNTY, TX
BY _____
DEPUTY

C. CHECKING ACCOUNTS.

1. INTEREST ON CHECKING ACCOUNT BALANCES
(INCLUDING NOW ACCOUNTS-BID SEPARATELY).
Now Account 3%. A minimum balance of \$1500 is required.

D. TRUST ACCOUNTS.

1. SAVINGS ACCOUNTS.
Current rate is 3.25%. This rate is subject to change quarterly.
2. CERTIFICATES OF DEPOSIT.
Same rates as non-trust account certificates of deposit listed on page 2 of this bid.

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.
Prime rate less (1%) one percent (Prime rate as published daily in the money rates section of 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.

No Charge

D. SAFE STORAGE OF COMPUTER TAPES.

No Charge

E. WIRE SERVICES.

No Charge

F. COURIER SERVICE

No Charge

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

No Charge

III. FINANCIAL ASSURANCE AND GOOD FAITH.

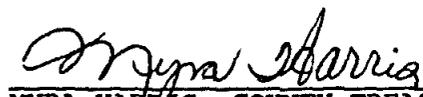
- A. PLEASE SUBMIT WITH YOUR BID YOUR MOST RECENT FINANCIAL STATEMENT ALONG WITH A CASHIER'S CHECK MADE PAYABLE TO UPSHUR COUNTY TREASURER IN THE AMOUNT OF \$ 33,000.00. CHECKS OF UNSUCCESSFUL BIDDERS WILL BE IMMEDIATELY RETURNED. CHECKS OF SUCCESSFUL BIDDERS WILL BE RETURNED UPON EXECUTION OF THE DEPOSITORY 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



CHARLES L. STILL, COUNTY JUDGE

VOL 43 PG 486

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, \$4,850,000. (THIS INCLUDES TIME AND DEMAND DEPOSITS BOTH)
2. FUNDS BELONGING TO UPSHUR COUNTY, PERMANENT AND AVAILABLE SCHOOL FUNDS, \$1,094,000. (TIME DEPOSITS ONLY)
3. FUNDS BELONGING TO UPSHUR COUNTY, TRUST AND AGENCY FUNDS, DISTRICT CLERK, \$740,000. (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 of Gilmer

SIGNED BY: Frank Breazale President & CEO
(sign name in writing) (Title)

ADDRESS: 201 N. Wood St., Gilmer, Texas 75644

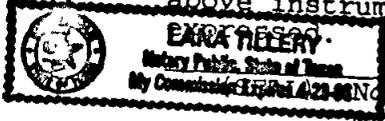
TELEPHONE NUMBER: 903-843-4102 DATE: 2/9/95

12 PG 488

AFFIDAVIT

STATE OF TEXAS
COUNTY OF UPSHUR

Before me the undersigned authority on this the 9th day of
February, 1995, personally appeared Frank Breazale
who being duly sworn deposes and says that he signed the
above instrument for the purposes and considerations herein.



Erika Perry

Notary Public in and for Upshur County, Texas
My commission expires 4/23/96

FILED
REX A. SHAW
COUNTY CLERK
95 FEB 27 PM 2:27
UPSHUR COUNTY, TX

NOTE: Bids not notarized will not be considered.