NOTICE OF MEETING
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
MONDAY, MARCH 9, 1998, 9:00 AM, REGULAR SESSION
UPSHUR COUNTY COURTHOUSE, THIRD FLOOR

AGENDA

1. Approve the minutes of previous meetings.
2. Consider any budget amendments and take action.
3. Consider approval of accounts payable and take appropriate action.
4. Consider any payroll changes and take appropriate action.
5. Accept treasurers report.
6. Consider any bids on property struck off for taxes and take appropriate action.
7. Discuss vending machines in the Courthouse and Justice Center.
8. Consider County vehicle identification.
9. Consider request from Main Street Director for use of the Courthouse.
10. Accept for recording a memorandum from James Allison concerning County Tobacco Claims.
11. Consider modifications to solid waste management grant contract with ETCOG.
12. Consider adopting a resolution concerning Gilmers' Lone Star City certification.
13. Accept for recording a memo from TxDOT on resurfacing part of Hwy. 259.
14. Accept for recording the appointment and oath of office for County Auditor, Ben Shepperd.
15. Hear from Ms. Chuck Casteloo concerning baseball park maintenance.
16. Accept for recording any contracts on jail expansion.
17. Approve applications for use of Upshur County roads and right of way.

Charles L. Still

Charles L. Still, County Judge

VOL 50 PG 408

NOTICE OF MEETING
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
MONDAY, MARCH 9, 1998, 9:00 AM, REGULAR SESSION
UPSHUR COUNTY COURTHOUSE, THIRD FLOOR

AGENDA

ADDENDUM

1. **Approve appraisal by P. M. Brown for parcel #14, Strickland property, FM 1845 right of way.**

2. **Approve payment of appraisal of P. M. Brown.**

Charles L. Still
Charles L. Still
County Judge

UPSHUR COUNTY COMMISSIONER'S COURT

3-9-1998

COMMISSIONERS COURT MET IN REGULAR SESSION. ALL MEMBERS PRESENT.

1. MOTION BY TOMMY STANLEY SECONDED BY RICK JACKSON TO APPROVE MINUTES OF PREVIOUS MEETING DATED 2-27-1998. MOTION CARRIED.

2. MOTION BY KENNY THOMPSON SECONDED BY RICK JACKSON TO APPROVE BUDGET AMENDMENTS AS PRESENTED BY COUNTY AUDITOR. MOTION CARRIED.

3. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO APPROVE PAYING ACCOUNTS PAYABLE. MOTION CARRIED. COPY ATTACHED.

4. MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO APPROVE THE FOLLOWING PAYROLL CHANGES:
GARY DAVIS-DUE TO LONGEVITY INCREASE
CHRISTIE HALLMAN-DUE TO LONGEVITY INCREASE
JERRY MOORE-DUE TO LONGEVITY INCREASE
EVELYN JONES-DUE TO LONGEVITY INCREASE
ALAN WADE-DUE TO INTRODUCTORY PERIOD ENDED

MOTION CARRIED ON ALL THE ABOVE. COPIES OF ALL THE ABOVE ATTACHED.

6. THE FOLLOWING SEALED BIDS WERE SUBMITTED FOR PROPERTY STRUCK OFF FOR TAXES. PROPERTY IS DESCRIBED AS .072 ACRES IN THE LUMBRERA ABST.(PREVIOUSLY OWNED BY VERNON NOBLES)

BIDDER	AMOUNT OF BID
BIDDER #1 (GERALD DURHAM)	$38.000.00
BIDDER #2 (ERNEST FLIPPO)	$34.500.00
BIDDER #3 (TOMMY DAVIDSON)	$27.777.00
BIDDER #4 (W.F. PATTERSON)	$34.277.00

MOTION BY KENNY THOMPSON SECONDED BY RICK JACKSON TO APPROVE ACCEPTING HIGHEST BID SUBMITTED BY GERALD DURHAM. MOTION CARRIED. COPIES OF ALL BIDS SUBMITTED ATTACHED.

MOTION BY GADDIS LINDSEY SECONDED BY KENNY THOMPSON TO APPROVE SEALED BID FOR PROPERTY STRUCK OFF FOR TAXES. PROPERTY IS DESCRIBED AS TRACT 9 LOT 902 G. IN GLENWOOD ACRES. AMOUNT OF BID IS $601.00 SUBMITTED BY CATHERINE A.

DERR. MOTION CARRIED. COPY ATTACHED.

MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO APPROVE ACCEPTING SEALED BID FOR PROPERTY STRUCK OFF FOR TAXES. PROPERTY IS DESCRIBED AS LOT #718 IN GLENWOOD ACRES. AMOUNT OF BID IS $500.00 SUBMITTED BY ISMALL OLDHAM. MOTION CARRIED. COPY ATTACHED.

7. BEN SHEPPERD, COUNTY AUDITOR, MET WITH COURT TO DISCUSS VENDING MACHINES IN THE COUNTY. MR. SHEPPERD STATED HE IS IN THE PROGRESS OF ACCEPTING AN AGREEMENT BETWEEN MADE-RITE AND COCA-COLA AND THE COUNTY. NO FORMAL ACTION TAKEN.

8. SEVERAL PERSONS SPOKE ON AGENDA ITEM CONCERNING VEHICLE IDENTIFICATION. COUNTY AUDITOR BEN SHEPPERD STATED HE WOULD ORDER A SIGN TO BE PLACED ON 911 VEHICLE.

9. DEBBIE WOOD, MAIN STREET DIRECTOR, MET WITH COURT TO REQUEST THE USE SOUTHSIDE OF THE UPSHUR COUNTY COURTHOUSE ON APRIL 20, 1990 FOR UPCOMING VISIT FROM TEXAS FIRST LADY, LAURA BUSH. COPY OF REQUEST ATTACHED.

10. MOTION BY GADDIS LINDSEY SECONDED BY RICK JACKSON TO ACCEPT FOR RECORDING PURPOSES ONLY, MEMORANDUM FROM JAMES ALLISON OF ALLISON, BASS AND ASSOCIATES, CONCERNING COUNTY TOBACCO CLAIMS. MOTION CARRIED. COPY ATTACHED.

11. MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO APPROVE AMENDMENTS TO SOLID WASTE MANAGEMENT PLANNING GRANTS INTERLOCAL CONTRACTS. MOTION CARRIED. COPY ATTACHED.

12. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO ADOPT RESOLUTION SUPPORTING THE CITY OF GILMER'S PARTICIPATION IN THE LONE STAR CITY PROGRAM. MOTION CARRIED. COPY ATTACHED.

13. MOTION BY KENNY THOMPSON SECONDED BY RICK JACKSON TO APPROVE RECORDING MEMO FROM TEXAS DEPARTMENT OF TRANSPORTATION CONCERNING RESURFACING HWY. 259. MOTION CARRIED. COPY OF MEMO ATTACHED.

14. MOTION BY RICK JACKSON SECONDED BY TOMMY STANLEY TO ACCEPT FOR RECORDING, APPOINTMENT AND OATH OF COUNTY AUDITOR, BEN SHEPPERD. MOTION CARRIED. COPY ATTACHED.

15. SEVERAL MEMBERS FROM THE UPSHUR COUNTY YOUTH BASEBALL ASSOCIATION AND THE UPSHUR COUNTY YOUTH SOFTBALL ASSOCIATION MET WITH COURT TO REQUEST HELP FROM COUNTY FOR CARE AND MAINTENANCE ON THE PLAYING FIELDS AT THE YAMBOREE PARK. AFTER LENGTHY DISCUSSION BETWEEN COURT AND MEMBERS OF THE AUDIENCE, IT WAS DECIDED THAT CERTAIN MEMBERS OF THE COURT WOULD ATTEND THE NEXT CITY COUNCIL MEETING TO SEE WHAT COULD BE DONE.

16. MOTION BY RICK JACKSON SECONDED BY KENNY THOMPSON TO APPROVE ACCEPTING FOR RECORDING THE CONTRACTS AND CERTIFICATES OF INSURANCE FOR GAY & SON MASONRY AND FOR ISI DETENTION CONTRACTING GROUP, INC. ALSO INCLUDED ARE THE PERFORMANCE BONDS FOR EACH OF THESE TWO COMPANIES. MOTION CARRIED. COPIES ATTACHED.

5. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO APPROVE TREASURERS MONTHLY REPORT. MOTION CARRIED. COPY ATTACHED.

ADDENDUM

1. MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO APPROVE APPRAISAL BY P.M. BROWN FOR PARCEL #14. 1845 ROW, PROPERTY IS CURRENTLY OWNED BY EDWARD STRICKLAND. ALSO IN THIS MOTION IS TO APPROVE PAYMENT TO P. M. BROWN FOR THE APPRAISAL. AMOUNT OF PAYMENT IS $750.00. MOTION CARRIED. COPIES ATTACHED.

17. MOTION BY GADDIS LINDSEY SECONDED BY KENNY THOMPSON TO APPROVE THE FOLLOWING SPECIAL ROAD USE AGREEMENT CONTRACTS. PERMIT APPLICATIONS AND/OR APPLICATIONS FOR FILLING ABANDONED WELLS:

PERMIT APPLICATION SUBMITTED BY JIM SCHELL TO PLACE A CULVERT IN ROW OF HIGHLAND DRIVE.

APPLICATION FOR FILLING ABANDONED WELL SUBMITTED BY NADINE HILL. WELL IS LOCATED ON DAVID CIRCLE NEXT TO BIG SANDY LAKE.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY WILLIAMSON LOGGING TO HAUL LOGS ON DIAL ROAD AND TYLER STREET.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY ALLEN JOHNSTON TO HAUL LOGS ON DEER ROAD.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY FOREST RESOURCE RECOVERY TO HAUL LOGS ON CLEMATIS AND DALHIA ROAD.

MOTION CARRIED ON ALL THE ABOVE. COPIES OF ALL THE ABOVE ATTACHED.

MOTION BY RICK JACKSON SECONDED BY KENNY THOMPSON TO ADJOURN. MOTION CARRIED.

LIBRARY REPORT FOR THE MONTH OF FEBRUARY PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.

ATTENDANCE SHEET PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.

VOL 50 PG 412

APPROVED THIS 23RD DAY OF MARCH, 1998.

JUDGE CHARLES STILL

COMMISSIONER PCT. #1 GADDIS LINDSEY

COMMISSIONER PCT. #2 TOMMY STANLEY

COMMISSIONER PCT. #3 RICK JACKSON

COMMISSIONER PCT. #4 CHARLES K. THOMPSON

ATTEST:

COUNTY CLERK AND EX-OFFICIO CLERK
OF THE COMMISSIONERS' COURT OF
UPSHUR COUNTY, TEXAS

VOL 50 PG 413

UPSHUR COUNTY

BUDGET AMENDMENTS

The following budget amendments were approved on this the 9TH day of MARCH, 1998.

Charles Still, County Judge

Gaddis Lindsey, Comm. Pct. 1

Tommy Stanley, Comm. Pct. 2

Rick Jackson, Comm. Pct. 3

Charles K. Thompson, Comm. Pct. 4

FILED
REX A. CHAIN
COUNTY CLERK
98 MAR -9 PM 3:31
UPSHUR COUNTY, TX
BY
DEPUTY

VOL 50 PG 414

BUDGET AMENDMENT

LINE ITEM TRANSFER:

Date: 3-7-98

Honorable Commissioners Court of Upshur County:

Submitted for your consideration are the following line-item transfers:

	FUND	DEPT.	ACCOUNT	AMOUNT
From:	10	560	3010	1207
To:			5400	1207

Reason: COMPUTER

R. D. Crow
Department Head SHERIFF

Attest - County Clerk

VOL 50 PG 415

BUDGET AMENDMENT

LINE ITEM TRANSFER:

Date: 3-9-98

Honorable Commissioners Court of Upshur County:

Submitted for your consideration are the following line-item transfers:

	FUND	DEPT.	ACCOUNT	AMOUNT
From:	10	426	3095	200.00
To:			3010	200.00

Reason: OFC SUPPLIES

Department Head COUNTY CT.

Attest - County Clerk

VOL. 50 PG. 416

BUDGET AMENDMENT

LINE ITEM TRANSFER:

Date: 3-9-98

Honorable Commissioners Court of Upshur County:

Submitted for your consideration are the following line-item transfers:

	FUND	DEPT.	ACCOUNT	AMOUNT
From:	10	476	4145	1000
To:			4155	1000

Reason: Dallas Co. Lab of Forensic Sciences invoice

T.C. by [illegible]
Department Head D.A.

Attest - County Clerk

VOL 50 PG 417

UPSHUR COUNTY — ACCOUNTS PAYABLE SYSTEM — 23 Mar 1998

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC — Disbursements Made from 03/09/98 thru 03/20/98 — PAGE 1

Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
76183-APCA	03/09/98	A & E MILL AND WELDING SUPPL	$40 40	$15 15	PCT#4-CUST#173125/CYL RENT(ACEM(2);OX150
				$25 25	PCT32-CUST#173000/CYL. RENT(ACEL,ACEM,OX225(3)
76184-APCA	03/09/98	AMERICAN HERITAGE LIFE INSUR	$400 35	$400 35	CASE#47939/FEB'98 PAYROLL DEDUCTIONS
76185-APCA	03/09/98	ANN WEST OWLES, C S R	$160 00	$160 00	D CT-COURT REPORTING 02/25/98
76186-APCA	03/09/98	APEX GEOSCIENCE INC	$721 80	$721 80	JAIL CONST-PROJECT#298-012 SOIL SAMPLES
76187-APCA	03/09/98	AT & T INFORMATION SYSTEMS	$47 35	$27 32	TEL COMM-ACCT#730 317 9690 001/FEB 12/98 BILLING
				$20 03	SUP-ACCT#0142860638001/FEB 15'98 BILLING
76188-APCA	03/09/98	BARRETT MOTOR COMPANY	$175 00	$175 00	PCT#1-TRUCK AXLE (CHEV. DUMP); FREIGHT
76189-APCA	03/09/98	BRODART CO	$451 16	$451 16	CO LIB-42 BOOKS
76190-APCA	03/09/98	BRUCE ACKER	$337 93	$337 93	CO EXT-REIMBURSE/907mi@ 315ea,MEALS,MATERIALS
76191-APCA	03/09/98	BULFINCH CUSTODIAL SERVICE	$4,139 61	$4 139 61	MARCH'98 JANITORIAL SERVICES
76193-APCA	03/09/98	CALCO INCORPORATED	$1,873 60	$1,873 60	PCT#2-PARTS
76194-APCA	03/09/98	CAMP CO SHERIFF'S DEPT	$8,120 00	$8,120 00	CO JAIL-JAN'98/203days@$40 00 INMATES HELD
76195-APCA	03/09/98	CAVENDER'S BOOT CITY	$114 95	$114 95	CO S-UNIFORM PANTS
76196-APCA	03/09/98	CHEROKEE COUNTY	$794 00	$265 00	CO CT-CAUSE#20,094/RANDY HUCKABY(COMMITMENT TO RUSK)
				$289 00	CO CT-CAUSE#20,641/SONDRA GIBSON(COMMITMENT TO RUSK)
				$239 00	CO CT-CAUSE#20,713/PATRICIA BRANNON(COMMITMENT TO RUSK
76197-APCA	03/09/98	CLIFF'S FOOD MARKET	$132 97	$11 60	PCT#1-SAW OIL
				$21 75	PCT#1-DIESEL
				$18 93	PCT#1-GLOVES
				$80 69	PCT#1-SHOVELS(6);HACK SAW
76198-APCA	03/09/98	COMPLETE BUSINESS	$908 42	$31 95	CO S-CUST#LN0461/RICOH F4418(2384 COPIES MADE 01/01/98-02/01/98)
				$44 34	COURTHOUSE-CUST#LN0461/COPY COUNT CONT (3079 COPIES MADE 01/01/98-02/01/98)
				$101 95	D CLK-CUST#LN0461/RICOH F5520(7552 MADE 01/01/98-02/01/98)
				$10 62	JP-CUST#LN0461/RICOH F4419(1009 COPIES MADE 01/01/98-02/01/98)
				$65 [illegible]	CO CLK-CUST#LN0461/RICOH F5540(4930 COPIES MADE 01/01/98-02/01/98)
				$[illegible] 55	D--CUST#LN5154/COPY COUNT CONT (4365 COPIES MADE 01/01/98-02/01/98)

Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
				$13 50	CO JUDGE-CUST#LN0461/COPY COUNT CONT (1000 COPIES MADE 01/01/98-02/01/98)
				$34 78	CO TAX-CUST#LN0461/RICOH F5540(2476 COPIES MADE 01/01/98-02/01/98)
				$44 28	DISPATCHER-CUST#LN0461/COPY COUNT CONT (3280 COPIES MADE 01/01/98-02/01/98)
				$19.05	D JUDGE-CUST#LN0461/RICOH F4418(1411 COPIES MADE 01/01/98-02/01/98)
				$61 25	CO LIB-CUST#LN0461/COPY COUNT CONT (3828 COPIES MADE 12/01/97-02/01/98)
				$13 50	CO AUD-CUST#LN0461/RICOH F4415(1000 COPIES MADE 01/01/98-02/01/98)
				$13 50	JP#3-CUST#LN0461/RICOH F3060(1000 COPIES MADE 01/01/98-02/01/98)
				$10 89	JP#1-CUST#LN0461/COPY COUNT CONT 741 COPIES MADE 01/01/98-02/01/98)
				$13 50	911 MAP-CUST#LN0461/COPY COUNT CONTRACT 1000 COPIES MADE 01/01/98-02/01/98
				$66.60	SUP-CUST#LN4890/INV#68442;68171;67983
				$289 43	DPS-REPAIR FAX MACHINE
				$13 50	SUP-CUST#LN4890/PER COPY BILLING 2/17/98
76199-APCA	03/09/98	COULTER'S FINA	$299 96	$299 96	CONST#2-(4)TIRES
76200-APCA	03/09/98	D & W PRINTING COMPANY	$575 59	$575 59	CO CLK-COMPUTER RECEIPTS (11,000)
76201-APCA	03/09/98	DALLAS COUNTY INSTITUTE OF F	$1,200 00	$1,200 00	DA-SERVICES PERFORMED 01/01/98-01/31/98
76202-APCA	03/09/98	DEAN'S LAWNMOWER &	$406 01	$214 18	CCP-BLADES,PLUGS,AIR FILTERS,OIL
				$191 83	CO.BLDGS-BLADES;PLUGS;OIL;AIR FILTERS,LABOR
76203-APCA	03/09/98	DEVCO INDUSTRIES, INC	$1,080 00	$1,080 00	JAIL CONST-GLASS&GLAZING 2/25/98
76204-APCA	03/09/98	DIAMOND SHAMROCK	$34 04	$34 04	CO S-ACCT#770 057 75/GASOLINE
76205-APCA	03/09/98	DINOSAUR VALLEY CONSTRUCTION	$28,406 15	$27,656 15	JAIL CONST-CONSTRUCTION MANAGEMENT 3/3/98
				$750 00	JAIL CONST-REIMBURSE/JOB EXPENSES 3/3/98
76206-APCA	03/09/98	DON METCALFE	$65 72	$65 72	D CT-VISITING JUDGE EXPENSES
76207-APCA	03/09/98	DR ROBERT ABNEY	$75 00	$75 00	JUV PROB-EVALUATION 2/19/98
76208-APCA	03/09/98	DWIGHT A BRANNON	$350 00	$350 00	D CT-CAUSE#J-19-98/IN THE MATTER OF A R E JR
76209-APCA	03/09/98	EAGLE AUTO GLASS	$324 60	$324 60	CO S-LABOR
76210-APCA	03/09/98	EAST TEXAS MEDICAL	$21 00	$21 00	CO JAIL-PATIENT#000251250/BRIAN MEGGINSON; X-RAY EXAM
76211-APCA	03/09/98	ECONOMY AUTO SUPPLY, INC	$1,495 69	$4 96	PCT#4-FLASHERS
				$7 20	CO S-PAINT CANS

VOL 50 PG 411

VOL 50 PG 419

Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
				$44 19	PCT#4-GUIDE PINS; DISC PADS; FUEL FILTER
				$37 30	PCT#4-HYDRAULIC HOSE, FITTINGS & CONNECTORS
				$49 18	PCT#4-SPARK PLUGS; GREASE GUN, HOSE & TIP; WINDSHIELD WASHER FLUID
				$23 20	PCT#4-PTO CABLE
				$1,302 55	PCT#4-OVERHAUL 350 CHEV ENGINE, FLASHER; AIR CLEANER, OIL FILTER; IGNITION WIRE SET; PCV VALVE; SPARK PLUGS; FLYWHEEL BOLTS
				$9 01	PCT#3-CONNECTOR; TERMINAL CLEANER
				$18 10	PCT#3-BELTS
76212-APCA	03/09/98	ELWELL'S OIL & LUBE	$69 00	$52 00	CO S-UNIT#19/OIL; FILTER; LABOR; TRANS SERV.
				$17 00	CO S-UNIT#11/OIL; FILTER; LABOR
76213-APCA	03/09/98	ETEX TELEPHONE COOP , INC	$198 93	$37 67	PCT#1-ACCT#734-5609/MAR 01/98BILLING
				$27 70	TEL COMM-9682941/MAR 01/98 BILLING
				$38 65	PCT#4-ACCT#762-6731/MAR 01/98 BILLING
				$45 46	PCT#2-ACCT#762-6266/MAR 01/98 BILLING
				$49 25	PCT#3-#734-5822/MARCH 1'98 BILLING
76214-APCA	03/09/98	FANNIN FARM EQUIPMENT	$538 65	$486 65	CO BLDG-WELDER
				$52 00	PCT#1-FEB CYL RENT/6 OXY; 7 ACET
76215-APCA	03/09/98	FREELANCE ENTERPRISES, INC	$409 00	$409 00	DA-5 BOOKS
76216-APCA	03/09/98	FREEMAN ELECTRIC CO , INC	$48,420 00	$48,420.00	JAIL CONST-ELECTRICAL WORK 2/19/98
76217-APCA	03/09/98	GAY & SON MASONRY, INC	$115,953 03	$115,953 03	JAIL CONST-SITE WORK PER CONTRACT 2/28/98
76218-APCA	03/09/98	GILMER COUNSELING SERVICES	$517 50	$517 50	JUV PROB-JAN'98 COUNSELING
76219-APCA	03/09/98	GILMER DRUG COMPANY	$620 22	$14 33	CO JAIL-DOMINOQUE BENNETT/PRESCRIPTION
				$16 10	CO JAIL-RICKY MELTON/PRESCRIPTIONS
				$69 94	CO JAIL-JASON ANDERSON, HAROLD HART/PRESCRIPTIONS
				$77 30	CO JAIL-HAROLD HART/PRESCRIPTION
				$52 85	CO JAIL-WANDA WILLIAMS/PRESCRIPTION
				$18 98	CO JAIL-ANNA TREVINO/PRESCRIPTION
				$8 88	CO JAIL-WANDA WILLIAMS/PRESCRIPTION
				$103 01	CO JAIL-ANNA TREVINO; JASON ANDERSON/PRESCRIPTIONS
				$39 97	CO JAIL-ANNA TREVINO/PRESCRIPTION
				$101 68	CO JAIL-J P RUSSELL/PRESCRIPTION
				$36 78	CO JAIL-ORAJEL; J ANDERSON/PRESCRIPTION
				$80 40	CO JAIL-RONNIE LEWIS/PRESCRIPTION
76220-APCA	03/09/98	GILMER OFFICE CENTER	$1,035 19	$279 50	IC-10 CASES COPY PAPER
				$11 65	SUP-INK TANK
				$318 50	IC-ENVELOPES
				$60 00	I C -NUNOTE BM188 PRINTER RIBBONS
				$85 39	CO TREAS-IDEAL DATER STAMPS/W PADS

Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
				$285 12	SUP-(10)cs COPY PAPER, INK
				$7 04	CO.AUD-ERASER STICKS; MECHANICAL PENCIL
				$12 00cr	IC-ADDITIONAL CREDIT ON PAPER PRODUCTS
76221-APCA	03/09/98	GOVERNMENT RECORDS SERVICES	$4,912 60	$4,912 60	CO CLK-ACCT#309/MICRO FILMING&INDEXING 1/28/98
76222-APCA	03/09/98	GREGG CO JUVENILE PROBATION	$300 00	$300 00	CJD-DETENION/JAN'98
76223-APCA	03/09/98	H&D TIRE & AUTOMOTIVE	$1,286 33	$100 19	PCT#3-FILTERS (6); ROD (2)
				$38 08	PCT#4-SHOVELS; CHAIN (14 FT)
				$191 22	PCT#2-BACKHOE TIRES; LABOR
				$26.95	PCT#3-BRAISING RODS; WIRE WHEEL
				$1 14	PCT#2-O'RINGS & TUBING
				$57 41	PCT#1-FILTER; FUEL PUMP
				$3 25	PCT#2-HYDRAULIC FITTING
				$16 59	CO BLDG-SCREWDRIVERS (2)
				$9 31	PCT#1-RELAY
				$19 47	PCT#3-SQUARE TUBING; WHITE SPRAY PAINT, SEAM SEALER
				$5 96	PCT#1-DRIVEWAY MARKERS
				$18 34	PCT#3-LEVEL
				$7 69	CO BLDG-KEYS, KEY RINGS; SWIVEL SNAP; SWIVEL
				$1 96	CO BLDG-KEYS
				$12 48	PCT#1-FILTER; SOLVS-IT
				$3 02	CO BLDG-ADJUSTERS (AUTOMOTIVE)
				$1 96	CO BLDG-KEYS
				$0 23	PCT#2-VACUUM TUBING
				$52 94	PCT#3-FILTERS (2); 25WT BULBS
				$122 32	PCT#3-BATTERY; RECYCLE FEE
				$6 00	PCT#2-LABOR; O'RINGS
				$16 80	PCT#1-BOLTS, NUTS & WASHERS (6 EA)
				$40 63	PCT#2-PRESSURE SWITCH; HYDRAULIC FITTINGS & HOSE
				$2 59	CO BLDG-UTILITY KNIFE
				$40 22	PCT#1-HAND TOOLS, SUPPLIES
				$36.26	PCT#3-CHAIN & BAR OIL; HAMMER; BROOM
				$7 32	PCT#1-BOLTS & WASHERS
				$0 98	CO BLDG-KEY
				$38 50	PCT#3-HYDRAULIC FITTINGS (3); HYDRAULIC HOSE (2), CHANNEL-LOCKS
				$4 13	CO JAIL-HOSE ADAPTOR
				$186 29	PCT#2-TIRE; TUBE
				$17 62	CO S-RAIN SUITS
				$1 44	CO BLDG-SCREWS; KEY
				$17 00	PCT#2-RAIN SUIT
				$1 18	CO JAIL-RECEPTICAL
				$12 77	PCT#2-HYDRAULIC FITTINGS & HOSE, HEATER HOSE
				$6 44	CO BLDG-BATTERIES (2 PKS- "AA" & "AAA")
				$3 92	CO S-KEYS
				$5 13	PCT#3-HOSE; CLAMPS

Vol. 59 Pg. 480

VOL 50 PG 421

Approved Disbursements
ALL Checking Accounts

Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
				$79 50	PCT#1-BATTERY; RECYCLE FEE
				$4 84	PCT#1-SAW BLADES; PVC COUPLINGS & FITTINGS(2 EA)
				$25 34	PCT#1-AIR FILTER
				$2 94	PCT#1-KEYS
				$37 00	CO JAIL-RAIN SUIT
				$3 00	PCT#1-NUT AND KEY STOCK
				$13 72	PCT#3-GLOVES (5 PR)
				$15 74cr	PCT#3-RETURNED GLOVES
76224-APCA	03/09/98	HART INFORMATION SERVICES, I	$310 75	$310 75	ELECTIONS-OPTICAL SCAN PENCIL
76225-APCA	03/09/98	HOUSTON CARTRIDGE CO	$1,387 50	$1,387 50	CO S-(4000)9MM(500)40(5000)45ACP(300)10MM AMMUNITION
76226-APCA	03/09/98	IKON OFFICE SOLUTIONS	$995 00	$995 00	(1)CANON CFX-L 400 FAX MACHINE
76227-APCA	03/09/98	INGRAM LIBRARY SERVICES	$534 02	$534 02	CO LIB-44 BOOKS
76228-APCA	03/09/98	IRVIN TIRE COMPANY	$268 21	$256 21	CO S-UNIT#8/TIRES(4);LUG
				$6 00	CO S-FLAT REPAIR
				$6 00	CO S-UNIT#14/FLAT
76229-APCA	03/09/98	JB	$150 00	$150 00	PCT#4-(1)6' TANK VESSEL
76230-APCA	03/09/98	JEFFERSON JIMPLECUTE	$14 90	$14 90	SUP-(1)DESK TAG
76231-APCA	03/09/98	JERROD DAVIS	$75 00	$75 00	CO CT-DETENTION HEARING 2/19/98 J L.
76232-APCA	03/09/98	JOHNNY ON THE SPOT	$60 00	$60 00	JAIL CONST-(1)UNIT#440 2/10/98-3/10/98 RENTAL
76233-APCA	03/09/98	JOYCE MORRISON	$246 48	$246 48	CO LIB-REIMBURSE/524mi@ 315ea;MEALS,LODGING(AUSTIN GRANT TRAINING)
76234-APCA	03/09/98	KERNS BAKERY	$112 50	$22 50	CO JAIL-30 LOAVES OF BREAD
				$37 50	CO JAIL-50 LOAVES OF BREAD
				$30 00	CO JAIL-40 LOAVES OF BREAD
				$22 50	CO JAIL-30 LOAVES BREAD
76235-APCA	03/09/98	KIRBY RESTAURANT SUPPLY	$197 80	$197 80	J CTR-ACCT#7009/KNIFE COVER;SHIPPING
76236-APCA	03/09/98	KOETTER FIRE PROTECTION SERV	$385 00	$385 00	PCT#3-FIRE EXTINGUISHERS(2 1/2 LB DRY CHEM); FIRE EXTINGUISHERS(2 10 LB DRY CHEM)
76237-APCA	03/09/98	LAWSON PRODUCTS, INC	$204 38	$204 38	PCT#2-FASTENERS & ELECTRICAL CONNECTORS
76238-APCA	03/09/98	LDI METALWORKS, INC	$2,943 00	$2,943 00	JAIL CONST-CONTRACTOR PAYMENT 2/28/98
76239-APCA	03/09/98	LDS OF LONGVIEW, INC	$45 52	$45 52	JUV PROB-ACCT#075340109/MARCH 1'98 BILLING
76240-APCA	03/09/98	LEE FULLER	$75 00	$75 00	ED FUND-CONST#2(LEE FULLER)STATE MANDATED

Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
					TRAINING
76241-APCA	03/09/98	LEXIS LAW PUBLISHING	$53 24	$53 24	LAW LIB-CUST#1894311/US SUP CT RPT LED 2D VOL 124
76242-APCA	03/09/98	LINDA CARROLL, CSR/RPR	$80 00	$80 00	D CT-COURT REPORTING FEB 18/98
76243-APCA	03/09/98	LINDA KELLER	$34 33	$34 33	SUP-REIMBURSE/109mi@ 315ea; 1&2/98
76244-APCA	03/09/98	LISA VINES	$53 86	$53 86	JUV PROB-REIMBURSE/171mi@ 315ea 2/98
76245-APCA	03/09/98	LOCK DOC INC	$9 73	$9 73	J CTR-7 DUPLICATE KEYS
76246-APCA	03/09/98	LONG MOTOR COMPANY, INC	$39 15	$39 15	PCT#2-KIT CIRCUIT BOARD
76247-APCA	03/09/98	LONGVIEW ASPHALT INC	$3,018 66	$714 26	PCT#2-ACCT#221772/OIL DIRT(28 01 TONS @$25 50)
				$125 97	PCT#2-ACCT#221772/OIL DIRT/4 94 TON @ $25 50
				$780 05	PCT#2-ACCT#221772/OIL DIRT(27 37 TON @ $25 50)
				$1,398 38	PCT#3-CUST#221773/OIL DIRT(48 22 TON @ $25 50)
76248-APCA	03/09/98	LONGVIEW CANVAS PRODUCTS	$40 00	$40 00	CO BLDGS-ACCT#U016/REPAIR FLAG
76249-APCA	03/09/98	MANTEK	$199 03	$199 03	PCT#1-SPILL-MATE (OIL DRY)
76250-APCA	03/09/98	MED SHOP PHARMACY	$326 34	$292 75	IND-ACCT#2048/JAN'98 PRESCRIPTIONS
				$12 49	CO JAIL-RX#6966210/THOMAS PYLE/PRESCRIPTION
				$21 10	CO IND-ACCT#2048/FEB 26/98 BILLING
76251-APCA	03/09/98	MICROMARKETING ASSOCIATES	$93 00	$93 00	CO LIB-5 BOOKS
76252-APCA	03/09/98	MID-CONTINENT LIFE INSURANCE	$34 00	$34 00	FEB'98 PAYROLL DEDUCTIONS #M0101153056
76253-APCA	03/09/98	MILTON WYLIE	$400 96	$400 96	ISP-REIMBURSE/984mi@ 315ea;MEALS 2/98
76254-APCA	03/09/98	MOMAR, INC	$214 30	$214 30	PCT#3-CUST#026329/ORANGE PUNCH
76255-APCA	03/09/98	McDONALD ARCHITECTS	$13,106 31	$13,106 31	JAIL CONST-PROFESSIONAL FEES&EXPENSES 2/23/98
76256-APCA	03/09/98	NATIONAL FAMILY CARE	$334 00	$334 00	GROUP#3152 FEB'98 PAYROLL DEDUCTIONS
76257-APCA	03/09/98	NATIONSBANK OF DELAWARE, N A	$831 24	$40 96	SUP&CCP-ACCT#8644/FEB 24'98 BILLING
				$69 73	SUP-ACCT#4611/FEB 24'98 BILLING
				$253 95	SUP-ACCT#9013/FEB 24'98 BILLING
				$299 04	SUP-ACCT#8620/FEB 24'98 BILLING
				$38 55	SUP-ACCT#3951/FEB 24'98 BILLING
				$129 01	SUP-ACCT#9005/FEB 24'98 BILLING
76258-APCA	03/09/98	NICHOLS MACHINERY COMPANY	$1,164 80	$1,164 80	PCT#4-ACCT#904B/BULLET TEETH

VOL 50 PG 492

VOL 50 PG 423

Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
76259-APCA	03/09/98	DOLESBY'S TIRE & RENTAL	$134 00	$134 00	PCT#1-TIRES(2)
76260-APCA	03/09/98	OTIS ELEVATOR COMPANY	$184 59	$184 59	TY7974SE398/ELEVATOR MAINT 3/1/98 TO 3/31/98
76261-APCA	03/09/98	PATRICIA HARRISON	$540 00	$180 00	DA-COURT REPORTING 02/23/98
				$90 00	CO CT-COURT REPORTING 02/24/98
				$180 00	CO CT-COURT REPORTING 02/25/98
				$90 00	CO CT-COURT REPORTING 02/26/98
76262-APCA	03/09/98	PEQUES - HURST MOTOR CO	$185 42	$42 19	PCT#1-HOSE ASY
				$143 23	PCT#4-PUMP ASSEMBLY; PULLEY
76263-APCA	03/09/98	PIERCE PLUMBING CO , INC	$54,000 00	$54,000 00	JAIL CONST-PLUMBING 2/25/98
76264-APCA	03/09/98	PRITCHETT WATER SUPPLY CORP	$21 19	$21 19	PCT#1-ACCT#1406/FEB 26/98 BILLING
76265-APCA	03/09/98	PROFESSIONAL FOOD SYSTEMS	$754 23	$358 23	CO JAIL-CUST#17130/ASSORTED FOODS
				$396 00	CO JAIL-CUST#17130/ASSORTED FOODS
76266-APCA	03/09/98	PROFESSIONAL TECHNICAL ASSIS	$885 50	$84 00	CO S-BATTERY FOR BODY-MIKE
				$90 00	PCT#1-MOBILE RADIO REPAIR, LABOR
				$123 50	PCT#3-INSTALL RADIO IN UNIT 337-PARTS, LABOR
				$499 00	JJAEP-(1)PORTABLE RADIO,HOLSTER
				$89 00	PCT#1-PEPAIR RADIO; LABOR
76267-APCA	03/09/98	PROGRESSIVE MASONRY	$96,701 40	$96,701 40	JAIL CONST-MASONRY WORK 2/23/98
76268-APCA	03/09/98	R D CROSS	$9 12	$9 12	CO S-REIMBURSE/MEAL(RUSSELLVILLE,ARK STOLEN PROPERTY)
76269-APCA	03/09/98	RED OAK TIMBER COMPANY	$486 00	$486 00	PCT#2-GRAVEL/81 LOADS @ $6 00
76270-APCA	03/09/98	RIDGWAY'S	$785 29	$574 15	JAIL CONST-CUST#84600/5 COPIES OF 430 ORIGINALS BLUEPRINTS
				$211 14	JAIL CONST-ITEMS 210-0&21B-1/BLUELINE PRINTS
76271-APCA	03/09/98	SAM HOUSTON STATE UNIVERSITY	$75 00	$75 00	SUP-REGIST/JOHN SPIVEY(TX DRUG OFFENDER ED)
76272-APCA	03/09/98	SARGENT-SOWELL, INC	$66 55	$66 55	CO S-CUST#423000/DRUG TESTS
76273-APCA	03/09/98	SHARON WATER SUPPLY CORP	$16 16	$16 16	PCT#4-ACCT#00001133/SERVICE 01/15/98-02/16/98
76274-APCA	03/09/98	SHELL OIL COMPANY	$15 80	$15 80	CO S-ACCT#092 821 628
76275-APCA	03/09/98	SHEPARD'S	$115 34	$115 34	LAW LIB-ACCT#1100082063/SER PERIOD 02/98-01/99
76276-APCA	03/09/98	SKINNER RADIATOR SHOP	$400 00	$400 00	PCT#1-NEW RADIATOR CORE
76277-APCA	03/09/98	SMITH OIL COMPANY	$1,427 93	$286 00	PCT#2-OIL,BRAKE FLUID,ENGINE ARMOUR
				$116 50	PCT#2-BATTERIES,FILTER

Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
				$268 00	PCT#2-ANTI-FREEZE; TOWELS; BRAKE FLUID, FILTERS
				$531 43	PCT#1-TOWELS; SPART. FLUID; OIL; ARMOURALL, BRK. CLEANER
				$68 00	PCT#2-COOLING TREATMENT; LP132;
				$156 00	PCT#2-BATTERY; FUEL COAT; OILDRY
76278-APCA	03/09/98	SOUTHWESTERN BELL TELEPHONE	$216 59	$216 59	SUP&CO JUV-#665-3909/FEB 15'98 BILLING
76279-APCA	03/09/98	STAR BOOK SALES	$250 66	$250 66	CO LIB-20 BOOKS
76280-APCA	03/09/98	SUPERIOR GRAPHICS	$603 88	$455 65	D CLK-INDEX TO CIVIL MINUTES-VOL 5; DELIVERY CHGS
				$148 23	D CLK-ADOPTION MINUTES/W INDEX VOL 4A; DELIVERY CHARGES
76281-APCA	03/09/98	SUSAN RICHEY	$313 08	$226 49	CO EXT-REIMBURSE/719mi@ 315ea 2/98
				$86 59	CO EXT-REIMBURSE/COMPUTER PROGRAM FOR EXT OFFICE
76282-APCA	03/09/98	SYSCO FOOD SYSTEMS, INC	$521 84	$330 62	CO JAIL-CUST#288639/ASSORTED FOODS
				$191 22	CO JAIL-CUST#288639/ASSORTED FOODS
76283-APCA	03/09/98	T & S TRACTOR INC	$101 50	$101 50	PCT#4-CUST#23083/PIN ASSEMB. POINT
76284-APCA	03/09/98	T M LUMBER CO , INC	$59 20	$25 36	PCT#2-SANDPAPER; RUST NOT
				$8 85	PCT#2-QUICKRETE
				$24 99	PCT#2-PAINT
76285-APCA	03/09/98	TELETOUCH CORPORATION	$75 00	$75 00	CO S-REPLACE PAGER/#1698834(237-0726)
76286-APCA	03/09/98	TEXAS POLICE ASSOCIATION	$260 00	$260 00	CO S-(1)yr. I-DENTI-KIT 3/1/98-2/28/99
76287-APCA	03/09/98	TEXAS STATE DIRECTORY	$31 50	$31 50	COMM CT-TEXAS STATE DIRECTORY; POSTAGE & HANDLING
76288-APCA	03/09/98	TEXAS STEEL CULVERT CO , INC	$1,179 00	$1,179 00	PCT#4-GALVANIZED CULVERTS-18" X 30' SPIRAL @6 55 PER FT
76289-APCA	03/09/98	THE GILMER MIRROR	$190 00	$210 00	CO TREAS-PUBLISH QUARTERLY REPORT
				$20 00cr	CO TREAS-DISCT ON TREAS QTRLY REPORT
76290-APCA	03/09/98	THE LIBRARY STORE, INC	$541 05	$541 05	CO LIB-BOOK TAPE (2" & 3"-18 ROLLS), FILM FIBRE TAPE; UNRULED BOOK CARDS, LABEL PROTECTORS, MAGAZINE PROTECTORS; LIQUID PAPER (LEDGER & WHITE); HEAVY DUTY R B , BOOK JACKET COVERS(9", 10" & 12" - 14 ROLL)
76291-APCA	03/09/98	THE RELIABLE CORPORATION	$137 02	$137 02	I C -SHARP CALCULATOR EL-2630GII; HANDLING
76292-APCA	03/09/98	TRANSPORT LIFE INSURANCE COM	$217 95	$217 95	GROUP 444 FEB'98 PAYROLL DEDUCTIONS

VOL 50 PG 464

VOL. 50 PG. 425

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC — Disbursements Made from 03/09/98 thru 03/20/98 —

Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
76293-APCA	03/09/98	UNDERWOOD REPORTING	$75 00	$75 00	D CT-COURT REPORTING 2/22/98
76294-APCA	03/09/98	UNITED STATES POSTAL SERVICE	$3,000 00	$3,000 00	NON DEPT-#20660346/POSTAGE FOR METER
76295-APCA	03/09/98	UPSHUR COUNTY AMBULANCE SERV	$500 00	$500 00	CO JAIL-PAT#018104/TRANSPORT KAY MAYBERRY TO RUSK
76296-APCA	03/09/98	UPSHUR-RURAL ELECTRIC COOP .	$164 45	$78 28	PCT#3-ACCT#902475306/FEB. 27/98 BILLING
				$78 43	PCT#1-ACCT#31885226/MARCH 3'98 BILLING
				$7 74	WASTE-ACCT#10793251/MARCH 3'98 BILLING
76297-APCA	03/09/98	VALU-LINE	$672 93	$672 93	TELE COMM-ACCT#9087390/MARCH 1'98 BILLING
76298-APCA	03/09/98	VERMEER EQUIPMENT	$249 00	$249 00	PCT#3-BEARINGS FOR CHIPPER; FREIGHT
76299-APCA	03/09/98	W W GRAINGER, INC.	$100 14	$100 14	CO BLDGS-ACCT#436 80-513-171-1/LAMPS
76300-APCA	03/09/98	WALMART STORE #146	$179 40	$70 11	CO S-ACCT#188/PHOTO PROCESSING; BATTERIES; TAPES
				$5 82	CO S-ACCESSORIES; KEYS
				$29 38	SUP-ACCT#145/SUPPLIES
				$7 97	CO S-ACCT#188/TAPES
				$6 16	CO S-ACCT#188/LAB PROCESSING
				$59 96	PCT#1-ACCT#188/CALL ID TAD
76301-APCA	03/09/98	WHITE SWAN, NORTH	$784 80	$372 79	CO JAIL-CUST#420711/ASSORTED FOODS
				$412 01	CO JAIL-CUST#420711/ASSORTED FOODS
76302-APCA	03/09/98	WHITESIDE GARAGE	$10 50	$10 50	CO BLDGS-INSPECTION/DODGE
76303-APCA	03/09/98	WILLIAM MCCAY	$137 97	$137 97	SUP-REIMBURSE/438mi@ 315ea 2/98
76304-APCA	HC 03/09/98	FIRST NATIONAL BANK GILMER	$400,000 00	$400,000 00	CD#29069 PURCHASED@5 75%(52days)TO MATURE 4/30/98
76305-APCA	HC 03/09/98	FIRST NATIONAL BANK OF GILME	$637,823 02	$637,823 02	CD#29070 PURCHASED@5 75%(22days)TO MATURE 3/31/98
76306-APCA	HC 03/17/98	POSTMASTER	$2,065 59	$2,065 59	CO TAX-(7002)PERMIT#1 SECOND TAX NOTICES
76307-APCA	HC 03/18/98	MAYO H DeLONY	$5,000 00	$5,000 00	R D W-FM#1845/PARCEL#4 PURCHASE OF LAND
76308-APCA	HC 03/18/98	STEREO & VIDEO CENTER	$824 97	$824 97	SUP-(1)AV 32820 MODEL&BB-44 CT RM TV
76309-APCA	HC 03/18/98	TYLER MORNING TELEGRAPH	$90 00	$90 00	CO ..IB-12 MO SUBSCRIPTION TO TYLER NEWSPAPER
76310-APCA	HC 03/18/98	FIRST NATIONAL BANK GILMER	$250,000 00	$250,000 00	CD#28393 PURCHASED@5 65%(13days)TO MATURE 3/31/98
Total for APCA - Accounts Payable Clearing Account			$1,718,229 32		

UPSHUR COUNTY — ACCOUNTS PAYABLE SYSTEM — 20 Mar 1998

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC — Disbursements Made from 03/09/98 thru 03/20/98 — PAGE 10

Check #	MC	Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
1073-FNB	125	03/17/98	CLODDIE HENSON	$184 82	$184 82	125 UNREIMBURSED MEDICAL
1074-FNB	125	03/17/98	EMMA SMITH	$124 68	$124 68	125 UNREIMBURSED MEDICAL
1075-FNB	125	03/17/98	JERRY MOORE	$181 20	$181 20	125 UNREIMBURSED MEDICAL
1076-FNB	125	03/17/98	MIKE SMITH	$311 65	$311 65	125 UNREIMBURSED MEDICAL
Total for FNB 125 - IRC/125 PLAN				$802 35		

VOL. 50 PG. 426

VOL 5C PG 427

Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
2222-FNB CLE HC AR	03/12/98	WILLIAMM HOOD DC	$30 00	$30 00	J BEAN-MEDICAL
2223-FNB CLE HC AR	03/12/98	ANTHONY BETTERTON	$50 00	$50 00	A BETTERTON-DENTAL
2224-FNB CLE HC AR	03/12/98	WEBLEY A BISHOP, DDS	$1.60	$1 60	C BROWN-DENTAL
2225-FNB CLE HC AR	03/12/98	KARRI D DUTTON MD	$35 00	$35 00	C BROWN-MEDICAL
2226-FNB CLE HC AR	03/12/98	PHILIP J THOMAS, DDS	$168 00	$168 00	T CHEVALIER-DENTAL
2227-FNB CLE HC AR	03/12/98	EUGENE R FOSTER, MD	$50 00	$50 00	J CROW-MEDICAL
2228-FNB CLE HC AR	03/12/98	KEN SKIPPER, MD	$112 00	$112 00	C DAVIS-MEDICAL
2229-FNB CLE HC AR	03/12/98	JULIA VAN BURKLEO, MD	$147 14	$147 14	B DAVIS-MEDICAL
2230-FNB CLE HC AR	03/12/98	J M. TAYLOR, DDS	$43 00	$43 00	B DRIGGERS-DENTAL
2231-FNB CLE HC AR	03/12/98	GOOD SHEPHERD MED CTR	$29 00	$29 00	P EDGE-MEDICAL
2232-FNB CLE HC AR	03/12/98	RANDEL MCDANIEL DC	$75 00	$75 00	P FAILS-MEDICAL
2233-FNB CLE HC AR	03/12/98	DALE C FISHER, MD	$40 00	$40 00	S FENNELL-MEDICAL
2234-FNB CLE HC AR	03/12/98	J COLTON BRADSHAW, MD	$104 48	$104 48	R FLIPPO-MEDICAL
2235-FNB CLE HC AR	03/12/98	WALTER WYRICK, JR, MD	$21 78	$21 78	J FLIPPO-MEDICAL
2236-FNB CLE HC AR	03/12/98	STEVE WADE KARBOWSKI	$54 00	$54 00	J FLIPPO-DENTAL
2237-FNB CLE HC AR	03/12/98	GARY JACOBS MD	$170 00	$170 00	J GEE-MEDICAL
2238-FNB CLE HC AR	03/12/98	RUCKER S MURRY, MD	$79 31	$79 31	C HALLMAN-MEDICAL

Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
2239-FNB CLE AR	HC 03/12/98	FRANKIE HAMBERLIN	$32 00	$32 00	F HAMBERLIN-DENTAL
2240-FNB CLE AR	HC 03/12/98	REX GRANTHAM, DDS	$68 00	$68 00	S HAYS-DENTAL
2241-FNB CLE AR	HC 03/12/98	JOHN WOLCOTT, MD	$114 34	$114 34	S HELPENSTILL-MEDICAL
2242-FNB CLE AR	HC 03/12/98	MARK LITTLEJOHN MD	$360 00	$360 00	H JACKSON-MEDICAL
2243-FNB CLE AR	HC 03/12/98	PATHOLOGY ASSOC OF LONGVIEW	$50 00	$50 00	B JACKSON-MEDICAL
2244-FNB CLE AR	HC 03/12/98	EUGENE R FOSTER, MD	$120 40	$120 40	D JEFFERY-MEDICAL
2245-FNB CLE AR	HC 03/12/98	EUGENE R. FOSTER, MD	$27 20	$27 20	C JEFFERY-MEDICAL
2246-FNB CLE AR	HC 03/12/98	BERT E SHARP, DPM	$69 00	$69 00	T JENKINS-MEDICAL
2247-FNB CLE AR	HC 03/12/98	DRS DUREN AND SHERMAN	$83 50	$83 50	M KELLER-DENTAL
2248-FNB CLE AR	HC 03/12/98	LEWIS R KING, MD	$20 00	$20 00	J LAGRONE-MEDICAL
2249-FNB CLE AR	HC 03/12/98	LAWRENCE ROE	$235 09	$235 09	G MATTHEWS-MEDICAL
2250-FNB CLE AR	HC 03/12/98	LAWRENCE ROE	$18 00	$18 00	G MATTHEWS-MEDICAL
2251-FNB CLE AR	HC 03/12/98	EUGENE R FOSTER, MD	$87.80	$87 80	L MITCHELL-MEDICAL
2252-FNB CLE AR	HC 03/12/98	JULIAN DEESE, MD	$37 00	$37 00	H MOORE-MEDICAL
2253-FNB CLE AR	HC 03/12/98	UT HEALTH CENTER AT TYLER	$48 00	$48 00	J MORRISON-MEDICAL
2254-FNB CLE AR	HC 03/12/98	PAUL WRIGHT MD	$22 50	$22 50	J MORRISON-MEDICAL
2255-FNB CLE AR	HC 03/12/98	WESLEY A BISHOP, DDS	$80 00	$80 00	S MULLINS-DENTAL

VOL 50 PG 429

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC — Disbursements Made from 03/09/98 thru 03/20/98

Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
2256-FNB CLE HC AR	03/12/98	JOHN B ROSS	$463 50	$463 50	S MULLINS-DENTAL
2257-FNB CLE HC AR	03/12/98	SELWYN WILLIS, MD	$174 75	$174 75	A NORTON-MEDICAL
2258-FNB CLE HC AR	03/12/98	SELWYN WILLIS, MD	$25 00	$25 00	A NORTON-MEDICAL
2259-FNB CLE HC AR	03/12/98	TYLER RADIOLOGY ASSOCIATES	$49 50	$49 50	C PATE-MEDICAL
2260-FNB CLE HC AR	03/12/98	JERALD WALTON, DDS	$71 00	$71 00	B RITTER-DENTAL
2261-FNB CLE HC AR	03/12/98	EAST TEXAS PHYSICIANS' CLINI	$29 00	$29 00	E ROBERTSON-MEDICAL
2262-FNB CLE HC AR	03/12/98	GOOD SHEPHERD MED CTR	$29 00	$29 00	R RODENBERG-MEDICAL
2263-FNB CLE HC AR	03/12/98	VA MEDICAL CENTER	$114 50	$114 50	R ROEDER-MEDICAL
2264-FNB CLE HC AR	03/12/98	RUCKER S MURRY, MD	$69 50	$69 50	R ROEDER-MEDICAL
2265-FNB CLE HC AR	03/12/98	ENRIQUE GUEVEDO II MD	$35 00	$35 00	W ROGERS-MEDICAL
2266-FNB CLE HC AR	03/12/98	RUCKER S. MURRY, MD	$20 00	$20 00	D ROSS-MEDICAL
2267-FNB CLE HC AR	03/12/98	TODD R HOLMAN, MD, PA	$33 00	$33 00	B SHAW-MEDICAL
2268-FNB CLE HC AR	03/12/98	J M TAYLOR, DDS	$145 00	$145 00	T SHAW-DENTAL
2269-FNB CLE HC AR	03/12/98	WILL R KELLY MD	$763 20	$763 20	W SHEPPERD-MEDICAL
2270-FNB CLE HC AR	03/12/98	OPTHALMIC PARTNERS OF TEXAS	$469 00	$469 00	W SHEPPERD-MEDICAL
2271-FNB CLE HC AR	03/12/98	STEPHEN ARONOFF MD	$105 00	$105 00	W SHEPPERD-MEDICAL
2272-FNB CLE HC AR	03/12/98	WILL R KELLY MD	$1,224 00	$1,224 00	W SHEPPERD-MEDICAL

Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
2273-FNB CLE HC AR	03/12/98	GOOD SHEPHERD MED CTR	$550 82	$550 82	W SHEPPERD-MEDICAL
2274-FNB CLE HC AR	03/12/98	JOHN KEITH PANNELL, DDS	$100 22	$100 22	M SHEPPERD-DENTAL
2275-FNB CLE HC AR	03/12/98	JOHN KEITH PANNELL, DDS	$448 94	$448 94	M SHEPPERD-DENTAL
2276-FNB CLE HC AR	03/12/98	FRANCIS J TIMILETTI, MD	$33 00	$33 00	M SHEPPERD-MEDICAL
2277-FNB CLE HC AR	03/12/98	DAVID DUFFNER MD	$201 45	$201 45	M SMITH-MEDICAL
2278-FNB CLE HC AR	03/12/98	LEWIS R KING, MD	$33 00	$33 00	K STEELMAN-MEDICAL
2279-FNB CLE HC AR	03/12/98	LEWIS R KING, MD	$20 00	$20 00	C STEELMAN-MEDICAL
2280-FNB CLE HC AR	03/12/98	STEVEN J COHEN, MD	$40 60	$40 60	A STILL-MEDICAL
2281-FNB CLE HC AR	03/12/98	JERALD WALTON, DDS	$80 00	$80 00	S STINNETT-DENTAL
2282-FNB CLE HC AR	03/12/98	JERALD WALTON, DDS	$45 00	$45 00	M STINNETT-DENTAL
2283-FNB CLE HC AR	03/12/98	KENNETH REESOR MD	$80 76	$80.76	C STINNETT-MEDICAL
2284-FNB CLE HC AR	03/12/98	JERALD WALTON, DDS	$45 00	$45 00	C STINNETT-DENTAL
2285-FNB CLE HC AR	03/12/98	EUGENE R FOSTER, MD	$47 20	$47 20	M STOKER-MEDICAL
2286-FNB CLE HC AR	03/12/98	EUGENE R FOSTER, MD	$36 20	$36 20	K STOKER-MEDICAL
2287-FNB CLE HC AR	03/12/98	LEWIS R KING, MD	$61 50	$61 50	A THOMPSON-MEDICAL
2288-FNB CLE HC AR	03/12/98	LEWIS R KING, MD	$20 00	$20 00	T TILLERY-MEDICAL
2289-FNB CLE HC AR	03/12/98	LEWIS R KING, MD	$36 20	$36 20	D TILLERY-MEDICAL

Vol. 50 Pg 220

Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
2290-FNB CLE AR	HC 03/12/98	WILLIAMM HOOD DC	$27 00	$27 00	P WHORTON-MEDICAL
2291-FNB CLE AR	HC 03/12/98	CHARLES M RICHART MD	$98 00	$98 00	A THORPE WILLIAMS-MEDICAL
Total for FNB CLEAR - INSURANCE CLEARING ACCT			$8,507 98		

Approved Disbursements
ALL Checking Accounts

Disbursements Made from 03/09/98 thru 03/20/98

Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
862-FNB INS	HC 03/12/98	MANAGED PHARMACY BENEFITS, I	$4,255 97	$4,255 97	GROUP #80096; 2/19/98 PAYMENT REGISTER
863-FNB INS	HC 03/17/98	UPSHUR COUNTY INSURANCE CLEA	$8,507 98	$8,409 98	03/12/98 PAYMENT REGISTER
				$98 00	3/12/98 PAYMENT REGISTER (STOP LOSS)
864-FNB. INS	HC 03/19/98	FIRST NATIONAL BANK	$50,000 00	$50,000 00	CD#29089 PURCHASED@5 65%(36days)TO MATURE 4/24/98
Total for FNB INS - INSURANCE			$62,763 95		
Grand Total			$1,790,303 60		

204 records listed

COUNTY JUDGE, CHARLES L. STILL

COMMISSIONER PCT#1, GADDIS LINDSEY

COMMISSIONER PCT#3, RICK JACKSON

COMMISSIONER PCT#2, TOMMY STANLEY

COMMISSIONER PCT#4, CHARLES W. THOMPSON

VOL 30 PG 432

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 3-1-98 Dept 614/Pct#4

Employee Gary Davis

Social Security No _____ Emp ID# 720

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

	REASON(S) FOR THE CHANGE(S)		
	Hired		Re-Hired
	Introductory Period Ended		Merit Increase
	Promotion		Transfer
✓	Longevity Increase		Demotion
	Re-evaluation of Job		Retirement
	Layoff		Discharged
	Leave-of-Absence		Other

Comments Longevity 2 years $8/month

Authorized by Krystal Harris

Approved by _____ Date: 3-06-98

BP-G1503

VOL. 50 PG. 434

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 3-1-98 Dept. 499/Jail Office

Employee Christie Hallman

Social Security No. _____ Emp. ID# 514

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

REASON(S) FOR THE CHANGE(S)

	Hired		Re-Hired
	Introductory Period Ended		Merit Increase
	Promotion		Transfer
✓	Longevity Increase		Demotion
	Re-evaluation of Job		Retirement
	Layoff		Discharged
	Leave-of-Absence		Other

Comments Longevity 5 years $20/month

Authorized by Myra Harris

Approved by _____ Date 3-06-98

BP G1503

VOL 50 PG 435

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 3-1-98 Dept 565/Co. Jail

Employee Jerry Moore

Social Security No _____ Emp. ID# 483

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

	REASON(S) FOR THE CHANGE(S)		
	Hired		Re-Hired
	Introductory Period Ended		Merit Increase
	Promotion		Transfer
✓	Longevity Increase		Demotion
	Re-evaluation of Job		Retirement
	Layoff		Discharged
	Leave-of-Absence		Other

Comments Longevity 6 years $24/month

Authorized by Myra Harris

Approved by _____ Date 3-06-98

BP-G1503

VOL. 50 PG 436

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 3-1-98 Dept. 176/D.A.

Employee Evelyn Jones

Social Security No _____ Emp ID# 326

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

	REASON(S) FOR THE CHANGE(S)		
	Hired		Re-Hired
	Introductory Period Ended		Merit Increase
	Promotion		Transfer
✓	Longevity Increase		Demotion
	Re-evaluation of Job		Retirement
	Layoff		Discharged
	Leave-of-Absence		Other

Comments Longevity 11 years $44/month

Authorized by Myra Harris

Approved by _____ Date 3-06-98

BP G1503

VOL. 50 PG. 437

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 3-1-98 Dept. Sheriff/Jail

Employee Alan Wade

Social Security No 458-33-6008 Emp ID# 853

X	CHANGES(S)	FROM	TO
	Grade Step	14.16 1725.00	14.17 1750.00
	Rate		
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

	Hired		Re-Hired
X	Introductory Period Ended		Merit Increase
	Promotion		Transfer
	Longevity Increase		Demotion
	Re-evaluation of Job		Retirement
	Layoff		Discharged
	Leave-of-Absence		Other

Comments

Authorized by

Approved by R. D. Crom Date 3-3-98

BP G1503

VOL 50 PG 438

INSTRUCTIONS

YOU MUST SUBMIT A COMPLETE BID
OR
IT MAY BE DISQUALIFIED

1. Do Not Disturb Any Occupants
2. Do Not Enter Vacant Structures
3. Read Carefully the General Conditions for Bids
4. Attach Your Cashier's Check or Money Order equal to 10% of amount of your bid, to the bid form, non Refundable if your bid is accepted.
5. Sign the Bid
6. It is probable that bids nay not be accepted, for your bid amount.
7. Submit your Bid for each property in a separate sealed envelope to:

BY MAIL OR IN PERSON TO THE FOLLOWING ADDRESS

UPSHUR COUNTY TAX OFFICE
215 N. TITUS
GILMER, TX 75644

With the following typed on the exterior.

NAME
ADDRESS
TELEPHONE NUMBER
LEGAL DESCRIPTION

8. All Bids must be received no later than 12:00 noon on the Wednesday preceding the first Monday of each month.
9. You need not be present at bid opening.
10. All sales are subject to the approval of the County, School and any City or District who levy tax on said property.

INSTRUCTIONS

YOU MUST SUBMIT A COMPLETE BID
OR
IT MAY BE DISQUALIFIED

1. Do Not Disturb Any Occupnats

2. Do Not Enter Vacant Structures

3 Read Carefully the General Conditions for Bids

4. Attach Your Cashier's Check or Money Order equal to 10% of amount of your bid, to the bid form, non Refundable if your bid is accepted.

5 Sign the Bid

6 It is probable that bids nay not be accepted, for your bid amount.

7. Submit your Bid for each property in a separate sealed envelope to

BY MAIL OR IN PERSON TO THE FOLLOWING ADDRESS

UPSHUR COUNTY TAX OFFICE
215 N. TITUS
GILMER, TX 75644

With the following typed on the exterior·

NAME
ADDRESS
TELEPHONE NUMBER
LEGAL DESCRIPTION

8. All Bids must be received no later than 12 00 noon on the Wednesday preceding the first Monday of each month.

9. You need not be present at bid opening.

10. All sales are subject to the approval of the County, School and any City or District who levy tax on said property.

VOL 50 PG 444

FILED
REX A. SHAW
COUNTY CLERK
98 MAR -9 PM 2:01
UPSHUR COUNTY, TX
BY _____
DEPUTY

INSTRUCTIONS

YOU MUST SUBMIT A COMPLETE BID
OR
IT MAY BE DISQUALIFIED

1. **Do Not Disturb Any Occupants**
2. **Do Not Enter Vacant Structures**
3. **Read Carefully the General Conditions for Bids**
4. **Attach Your Cashier's Check or Money Order equal to 10% of amount of your bid, to the bid form, non Refundable if your bid is accepted.**
5. **Sign the Bid**
6. **It is probable that bids may not be accepted, for your bid amount.**
7. **Submit your Bid for each property in a separate sealed envelope to:**

BY MAIL OR IN PERSON TO THE FOLLOWING ADDRESS

UPSHUR COUNTY TAX OFFICE
215 N. TITUS
GILMER, TX 75644

With the following typed on the exterior:

NAME
ADDRESS
TELEPHONE NUMBER
LEGAL DESCRIPTION

8. **All Bids must be received no later than 12:00 noon on the Wednesday preceding the first Monday of each month.**
9. **You need not be present at bid opening.**
10. **All sales are subject to the approval of the County, School and any City or District who levy tax on said property**

VOL 50 PG 439

BID

98 MAR -9 PM 2:01

ALL SALES ARE SUBJECT TO APPROVAL BY ALL JURISDICTIONS WITH TAX JUDGMENTS AGAINST THE PROPERTY.

TO: UPSHUR COUNTY TAX OFFICE

I hereby submit my bid for the purchase of
TRACT 275 A .720 Acres + Building (Description)
R03690 (Cause #) and R# or N# and included a cashiers check or money order equal to 10% of the bid amount Non-refundable if bid is accepted

BID AMOUNT $ $38,000.00

General Conditions for Bids
READ CAREFULLY

The land and/or improvements described above shall hereinafter be referred to as "the property"

The Deeds to these properties will contain an acknowledgment that the property is subject to the prior owners' right of redemption, if any, and that property is being purchased "as is" and "with all faults" and "The Entities" have no responsibility for the condition of the property and all sales are made without warranty, expressed or implied

The Upshur County Tax Office assumes no responsibility as to the accuracy of any fact relating to the property for sale The data reflected in the advertisement is for information only All sales are "as is" to the successful Bidder on a "BUYER BEWARE" basis.

It is understood and agreed that my bid will be returned if my bid is not accepted The Upshur County Tax Office's responsibility to return my deposit to me shall extend only to depositing same in the U.S mail on or before 30 days from the date my bid is rejected

The balance due shall be paid by the successful bidder within 30 days of acceptance by the last jurisdiction or deposit may be forfeited

The successful bidder is also required to submit a $21.00 deposit to be applied to filing fees for new deed.

"The Entities" reserve the right to reject any and all Bids.

"The Entities" will not provide a title policy

The Upshur County Tax Office makes no representations of any nature regarding the property, and this agreement represents the sole responsibility of the Upshur County Tax Office regarding this property.

VOL 50 PG 440

If my bid is accepted, the Upshur County Tax Office accepts no responsibility for any misrepresentations, failures of disclosure, errors or other negligent or wrongful acts occurring in the context of or pertaining to the closing of this transaction.

The Upshur County Tax Office, by advertising this property, makes no warranty concerning zoning or as to weather or not the property so advertised can be utilized for any purpose It will therefore, be the responsibility of the bidder to examine all applicable building codes and ordinances to determine that the property in question can be used for the purposes desired

By entering into this agreement, I hereby waive any rights I may have either now or in the future, to undertake any legal action against Upshur Coutny for the failure of the Upshur County Tax Office to properly advertise or notice the sale of the property or to properly conduct the sale of this property.

I certify that I have no outstanding tax judgements or tax delinquencies in Upshur County.

SIGNATURE Gerald H. Durham
PRINT NAME GERALD H. DURHAM
ADDRESS Rt 2 Box 827 P-3
CITY Gilmer STATE TX ZIP 75644
TELEPHONE (903) 725-6054
Social Security # 465-35-1378

Please print name(s) to appear on the deed if different than above:

_____

ALL BIDS MUST BE SIGNED BY HAND
FOR ADDITIONAL INFORMATION, CALL
UPSHUR COUNTY TAX OFFICE
(903) 843-3088

VOL. 50 PG. 441

FILED
REX E. SHAW
COUNTY CLERK
93 MAR -9 PM 12:01
UPSHUR COUNTY, TX

BID

ALL SALES ARE SUBJECT TO APPROVAL BY ALL JURISDICTIONS WITH TAX JUDGMENTS AGAINST THE PROPERTY.

TO: UPSHUR COUNTY TAX OFFICE

I hereby submit my bid for the purchase of V. NOBLES PROP. ON HWY 154 W. OF GILMER AS REC. VOL. 351 PAGE 613 (Description) R-03690 (Cause #) and R# or N# and included a cashiers check or money order equal to 10% of the bid amount. Non-refundable if bid is accepted

BID AMOUNT $ 34,277.00

SUBJECT TO RECEIVING DEED OR ASSIGNMENT OF 40' STREET FROM CITY. (STAR HILL RD) OR CITY OPEN AND SURFACE SAID STREET.

General Conditions for Bids
READ CAREFULLY

The land and/or improvements described above shall hereinafter be referred to as "the property"

The Deeds to these properties will contain an acknowledgment that the property is subject to the prior owners' right of redemption, if any, and that property is being purchased "as is" and "with all faults" and "The Entities" have no responsibility for the condition of the property and all sales are made without warranty, expressed or implied.

The Upshur County Tax Office assumes no responsibility as to the accuracy of any fact relating to the property for sale. The data reflected in the advertisement is for information only. All sales are "as is" to the successful Bidder on a "BUYER BEWARE" basis.

It is understood and agreed that my bid will be returned if my bid is not accepted. The Upshur County Tax Office's responsibility to return my deposit to me shall extend only to depositing same in the U.S. mail on or before 30 days from the date my bid is rejected.

The balance due shall be paid by the successful bidder within 30 days of acceptance by the last jurisdiction or deposit may be forfeited.

The successful bidder is also required to submit a $21 00 deposit to be applied to filing fees for new deed.

"The Entities" reserve the right to reject any and all Bids.

"The Entities" will not provide a title policy.

The Upshur County Tax Office makes no representations of any nature regarding the property, and this agreement represents the sole responsibility of the Upshur County Tax Office regarding this property.

VOL. 50 PG. 442

If my bid is accepted, the Upshur County Tax Office accepts no responsibility for any misrepresentations, failures of disclosure, errors or other negligent or wrongful acts occurring in the context of or pertaining to the closing of this transaction.

The Upshur County Tax Office, by advertising this property, makes no warranty concerning zoning or as to weather or not the property so advertised can be utilized for any purpose. It will therefore, be the responsibility of the bidder to examine all applicable building codes and ordinances to determine that the property in question can be used for the purposes desired

By entering into this agreement, I hereby waive any rights I may have either now or in the future, to undertake any legal action against Upshur Coutny for the failure of the Upshur County Tax Office to properly advertise or notice the sale of the property or to properly conduct the sale of this property.

I certify that I have no outstanding tax judgements or tax delinquencies in Upshur County

SIGNATURE W F Patterson
PRINT NAME W. F. PATTERSON
ADDRESS 300 TYLER ST
CITY GILMER STATE TX ZIP 75644
TELEPHONE (903) 843-5559
Social Security # 453-42-2484

Please print name(s) to appear on the deed if different than above:

_____

ALL BIDS MUST BE SIGNED BY HAND
FOR ADDITIONAL INFORMATION, CALL
UPSHUR COUNTY TAX OFFICE
(903) 843-3088

BID

ALL SALES ARE SUBJECT TO APPROVAL BY ALL JURISDICTIONS WITH TAX JUDGMENTS AGAINST THE PROPERTY.

TO: UPSHUR COUNTY TAX OFFICE

I hereby submit my bid for the purchase of
Noblles Refrigeration located 154 West (Description)
_____(Cause #) and R# or N# and included a cashiers check or money order equal to 10% of the bid amount Non-refundable if bid is accepted

BID AMOUNT $ 27,777.00

General Conditions for Bids
READ CAREFULLY

The land and/or improvements described above shall hereinafter be referred to as "the property"

The Deeds to these properties will contain an acknowledgment that the property is subject to the prior owners' right of redemption, if any, and that property is being purchased "as is" and "with all faults" and "The Entities" have no responsibility for the condition of the property and all sales are made without warranty, expressed or implied

The Upshur County Tax Office assumes no responsibility as to the accuracy of any fact relating to the property for sale. The data reflected in the advertisement is for information only All sales are "as is" to the successful Bidder on a "BUYER BEWARE" basis

It is understood and agreed that my bid will be returned if my bid is not accepted The Upshur County Tax Office's responsibility to return my deposit to me shall extend only to depositing same in the U S mail on or before 30 days from the date my bid is rejected

The balance due shall be paid by the successful bidder within 30 days of acceptance by the last jurisdiction or deposit may be forfeited

The successful bidder is also required to submit a $21 00 deposit to be applied to filing fees for new deed.

"The Entities" reserve the right to reject any and all Bids.

"The Entities" will not provide a title policy.

The Upshur County Tax Office makes no representations of any nature regarding the property, and this agreement represents the sole responsibility of the Upshur County Tax Office regarding this property.

VOL 50 PG 446

If my bid is accepted, the Upshur County Tax Office accepts no responsibility for any misrepresentations, failures of disclosure, errors or other negligent or wrongful acts occurring in the context of or pertaining to the closing of this transaction.

The Upshur County Tax Office, by advertising this property, makes no warranty concerning zoning or as to weather or not the property so advertised can be utilized for any purpose. It will therefore, be the responsibility of the bidder to examine all applicable building codes and ordinances to determine that the property in question can be used for the purposes desired.

By entering into this agreement, I hereby waive any rights I may have either now or in the future, to undertake any legal action against Upshur Coutny for the failure of the Upshur County Tax Office to properly advertise or notice the sale of the property or to properly conduct the sale of this property.

I certify that I have no outstanding tax judgements or tax delinquencies in Upshur County

SIGNATURE Tommy J Davidson
PRINT NAME Tommy J Davidson
ADDRESS P.O Box 863
CITY Gilmer STATE Tx ZIP 75644
TELEPHONE (903) 734-4123 or 734-4921
Social Security # 458-58-8557

Please print name(s) to appear on the deed if different than above:
Tommy J Davidson & Wife

ALL BIDS MUST BE SIGNED BY HAND
FOR ADDITIONAL INFORMATION, CALL
UPSHUR COUNTY TAX OFFICE
(903) 843-3088

VOL. 50 PG. 447

BID

98 MAR -9 PM 12:01

ALL SALES ARE SUBJECT TO APPROVAL BY ALL JURISDICTIONS WITH TAX JUDGMENTS AGAINST THE PROPERTY.

TO: UPSHUR COUNTY TAX OFFICE

I hereby submit my bid for the purchase of
.072 Approx. Acres Lumbrera Abst. Vol. 351 Page 613 (Description)
_____(Cause #) and R# or N# and included a cashiers check or money order equal to 10% of the bid amount. Non-refundable if bid is accepted

BID AMOUNT $ 34,500.00

General Conditions for Bids
READ CAREFULLY

The land and/or improvements described above shall hereinafter be referred to as "the property"

The Deeds to these properties will contain an acknowledgment that the property is subject to the prior owners' right of redemption, if any, and that property is being purchased "as is" and "with all faults" and "The Entities" have no responsibility for the condition of the property and all sales are made without warranty, expressed or implied

The Upshur County Tax Office assumes no responsibility as to the accuracy of any fact relating to the property for sale The data reflected in the advertisement is for information only All sales are "as is" to the successful Bidder on a "BUYER BEWARE" basis

It is understood and agreed that my bid will be returned if my bid is not accepted The Upshur County Tax Office's responsibility to return my deposit to me shall extend only to depositing same in the U S mail on or before 30 days from the date my bid is rejected

The balance due shall be paid by the successful bidder within 30 days of acceptance by the last jurisdiction or deposit may be forfeited

The successful bidder is also required to submit a $21.00 deposit to be applied to filing fees for new deed.

"The Entities" reserve the right to reject any and all Bids.

"The Entities" will not provide a title policy

The Upshur County Tax Office makes no representations of any nature regarding the property, and this agreement represents the sole responsibility of the Upshur County Tax Office regarding this property.

VOL 50 PG 448

If my bid is accepted, the Upshur County Tax Office accepts no responsibility for any misrepresentations, failures of disclosure, errors or other negligent or wrongful acts occurring in the context of or pertaining to the closing of this transaction.

The Upshur County Tax Office, by advertising this property, makes no warranty concerning zoning or as to weather or not the property so advertised can be utilized for any purpose It will therefore, be the responsibility of the bidder to examine all applicable building codes and ordinances to determine that the property in question can be used for the purposes desired

By entering into this agreement, I hereby waive any rights I may have either now or in the future, to undertake any legal action against Upshur Coutny for the failure of the Upshur County Tax Office to properly advertise or notice the sale of the property or to properly conduct the sale of this property

I certify that I have no outstanding tax judgements or tax delinquencies in Upshur County.

SIGNATURE Ernest Flippo
PRINT NAME Ernest Flippo
ADDRESS 1009 Dogwood
CITY Gilmer STATE Tx. ZIP 75644
TELEPHONE (903) 843-2676
Social Security # 459-88-2245

Please print name(s) to appear on the deed if different than above:

_____

ALL BIDS MUST BE SIGNED BY HAND
FOR ADDITIONAL INFORMATION, CALL
UPSHUR COUNTY TAX OFFICE
(903) 843-3088

VOL 50 PG 449

BID

ALL SALES ARE SUBJECT TO APPROVAL BY ALL JURISDICTIONS WITH TAX JUDGMENTS AGAINST THE PROPERTY.

TO: UPSHUR COUNTY TAX OFFICE

I hereby submit my bid for the purchase of
Tract 9 Lot 902 G (Glenwood Acres) (Description)
(Cause #) and R# or N# and included a cashiers check or money order equal to 10% of the bid amount Non-refundable if bid is accepted

BID AMOUNT $ 601.00

General Conditions for Bids
READ CAREFULLY

The land and/or improvements described above shall hereinafter be referred to as "the property"

The Deeds to these properties will contain an acknowledgment that the property is subject to the prior owners' right of redemption, if any, and that property is being purchased "as is" and "with all faults" and "The Entities" have no responsibility for the condition of the property and all sales are made without warranty, expressed or implied

The Upshur County Tax Office assumes no responsibility as to the accuracy of any fact relating to the property for sale The data reflected in the advertisement is for information only. All sales are "as is" to the successful Bidder on a "BUYER BEWARE" basis

It is understood and agreed that my bid will be returned if my bid is not accepted The Upshur County Tax Office's responsibility to return my deposit to me shall extend only to depositing same in the U.S mail on or before 30 days from the date my bid is rejected

The balance due shall be paid by the successful bidder within 30 days of acceptance by the last jurisdiction or deposit may be forfeited.

The successful bidder is also required to submit a $21.00 deposit to be applied to filing fees for new deed.

"The Entities" reserve the right to reject any and all Bids.

"The Entities" will not provide a title policy

The Upshur County Tax Office makes no representations of any nature regarding the property, and this agreement represents the sole responsibility of the Upshur County Tax Office regarding this property.

VOL. 48 PG. 450

If my bid is accepted, the Upshur County Tax Office accepts no responsibility for any misrepresentations, failures of disclosure, errors or other negligent or wrongful acts occurring in the context of or pertaining to the closing of this transaction.

The Upshur County Tax Office, by advertising this property, makes no warranty concerning zoning or as to weather or not the property so advertised can be utilized for any purpose It will therefore, be the responsibility of the bidder to examine all applicable building codes and ordinances to determine that the property in question can be used for the purposes desired

By entering into this agreement, I hereby waive any rights I may have either now or in the future, to undertake any legal action against Upshur Coutny for the failure of the Upshur County Tax Office to properly advertise or notice the sale of the property or to properly conduct the sale of this property

I certify that I have no outstanding tax judgements or tax delinquencies in Upshur County

SIGNATURE Catherine A. Derr
PRINT NAME Catherine A. Derr
ADDRESS P O Box 1604
CITY Kilgore STATE Texas ZIP 75663
TELEPHONE (903) 984-9607
Social Security # 464-29-1401

Please print name(s) to appear on the deed if different than above:
Roger D. Derr and Catherine A. Derr

ALL BIDS MUST BE SIGNED BY HAND
FOR ADDITIONAL INFORMATION, CALL
UPSHUR COUNTY TAX OFFICE
(903) 843-3088

VOL. 50 PG. 457

FILED
REX A. SHAW
COUNTY CLERK
98 MAR -9 PM 2:01
UPSHUR COUNTY, TX
BY
DEPUTY

BID

ALL SALES ARE SUBJECT TO APPROVAL BY ALL JURISDICTIONS WITH TAX JUDGMENTS AGAINST THE PROPERTY.

TO: UPSHUR COUNTY TAX OFFICE

I hereby submit my bid for the purchase of
Lot # 718 (Description)
_____(Cause #) and R# or N# and included a cashiers check or money order equal to 10% of the bid amount Non-refundable if bid is accepted

BID AMOUNT $ 500 00 DLS

General Conditions for Bids
READ CAREFULLY

The land and/or improvements described above shall hereinafter be referred to as "the property"

The Deeds to these properties will contain an acknowledgment that the property is subject to the prior owners' right of redemption, if any, and that property is being purchased "as is" and "with all faults" and "The Entities" have no responsibility for the condition of the property and all sales are made without warranty, expressed or implied

The Upshur County Tax Office assumes no responsibility as to the accuracy of any fact relating to the property for sale The data reflected in the advertisement is for information only. All sales are "as is" to the successful Bidder on a "BUYER BEWARE" basis

It is understood and agreed that my bid will be returned if my bid is not accepted The Upshur County Tax Office's responsibility to return my deposit to me shall extend only to depositing same in the U.S. mail on or before 30 days from the date my bid is rejected

The balance due shall be paid by the successful bidder within 30 days of acceptance by the last jurisdiction or deposit may be forfeited

The successful bidder is also required to submit a $21 00 deposit to be applied to filing fees for new deed

"The Entities" reserve the right to reject any and all Bids

"The Entities" will not provide a title policy

The Upshur County Tax Office makes no representations of any nature regarding the property, and this agreement represents the sole responsibility of the Upshur County Tax Office regarding this property

VOL 50 PG 452

If my bid is accepted, the Upshur County Tax Office accepts no responsibility for any misrepresentations, failures of disclosure, errors or other negligent or wrongful acts occurring in the context of or pertaining to the closing of this transaction.

The Upshur County Tax Office, by advertising this property, makes no warranty concerning zoning or as to weather or not the property so advertised can be utilized for any purpose. It will therefore, be the responsibility of the bidder to examine all applicable building codes and ordinances to determine that the property in question can be used for the purposes desired

By entering into this agreement, I hereby waive any rights I may have either now or in the future, to undertake any legal action against Upshur Coutny for the failure of the Upshur County Tax Office to properly advertise or notice the sale of the property or to properly conduct the sale of this property.

I certify that I have no outstanding tax judgements or tax delinquencies in Upshur County.

SIGNATURE Ismael C. Oldham
PRINT NAME ISMAEL C OLDHAM
ADDRESS 719 COTTONWOOD TX.
CITY GILMER STATE TX ZIP 75644
TELEPHONE (903) 734-6192
Social Security # 643-03-5818

Please print name(s) to appear on the deed if different than above:
ISMAEL C. OLDHAM

ALL BIDS MUST BE SIGNED BY HAND
FOR ADDITIONAL INFORMATION, CALL
UPSHUR COUNTY TAX OFFICE
(903) 843-3088

CITY OF GILMER

VOL 50 PG 453

P.O. BOX 760 GILMER, TX. 75644

February 25, 1998

The Honorable Charles Still
Upshur County Court
P O Box 730
Gilmer, TX 75644

Dear Judge Still.

On October 31, 1997 Gilmer was designated a 1998 Texas Main Street City! Texas First Lady Laura Bush tours all the new cities in the Texas Main Street Program She is coming to the City of Gilmer on Monday, April 20, 1998 Due to visiting three new cities on this day the exact time is yet to be determined, but we have been informed it will be between 3 – 5 p m

She will fly into the Gilmer-Upshur County Airport Then we would like to drive her to the south side of the Upshur County Courthouse for a 20-minute program. Following, Mrs. Bush will take a 20-minute walking tour of the square She will then be driven to First National Bank for a reception. Once she arrives at the courthouse we have one hour After which she is to return to the airport.

The media, newspaper and television will cover this event Mr Terry Colley, Director of the Main Street Program felt the Upshur County Courthouse would make the best location for this purpose and backdrop for the photographs

This letter is to request the use of the south side of the Upshur County Courthouse for this program. Following is the details of this request for **Monday, April 20, 1998**:

1. Please barricade the south side of the parking lot in front of the Upshur County Court House on Monday at 5 a m We will need this space for guests and the six antique cars that will arrive at the last minute to bring our 10 guests, State Representative Bob Glaze, Mayor Everett Dean, City Manager Scott Thompson, etc.
2. The south side of Upshur County Court House exits locked at **12 NOON** for the day to allow plenty of time to set up for this event
   - a At the bottom of the stairs we would like to put up a stage that would fit 20 chairs for dignitaries, a façade drawing of one of our buildings on the square that Lady Bush will present at the program lectern and a PA system
   - b Chairs set up on the west side of the stage for the band
   - c In front of the stage we would like to put a few rows of chairs for VIP seating and the elderly.

Your assistance in the matter is much appreciated We are anxious to notify the media of our plans. Please give me a call at 843-2552 as soon as a decision is made. Thank you for your time.

Sincerely,

Debbie Wood

Debbie A Wood
Main Street Director

VOL. 60 PG. 454

ALLISON, BASS & ASSOCIATES, L.L.P.
Attorneys at Law
WAHRENBERGER HOUSE
208 WEST 14TH STREET
AUSTIN, TEXAS 78701
(512) 482-0701
FAX (512) 480-0902

JAMES P. ALLISON
ROBERT T. BASS
C. REX HALL, JR.
ANTHONY J. NELSON

MEMORANDUM

TO: Participating Counties

FROM: James P. Allison

RE: COUNTY TOBACCO CLAIMS

DATE: FEBRUARY 27, 1998

The purpose of this memorandum is to provide a brief overview of the status of the State of Texas lawsuit and to discuss counties' options with regard to our claims. Presently 73 counties are participating in the joint review project. We are consulting with the Attorney General and other state leaders. We will participate in the hearing in U. S. District Court in Texarkana on March 19, 1998. After that hearing, we expect to issue a full report with recommendations.

There appear to be three potential avenues: 1) file a separate lawsuit seeking damages on behalf of counties; 2) intervene in the state lawsuit, seek to have the judgment set aside and seek additional compensation from the Defendants on behalf of our counties (either through a new settlement or trial); and 3) do not challenge the settlement and seek to get a portion of the state's settlement funds by legislative action

THE SETTLEMENT AGREEMENT

The settlement agreement provides for the payment of money in exchange for release of claims. This agreement is in our file. For present purposes, there are two features worthy of note. First, the agreement contains language by which the State purports to release the claims of its subdivisions (political or otherwise), regardless of whether they are a named Plaintiff Second, the settlement agreement as approved by the court provides that the parties "anticipate that funds due to the State of Texas under this Settlement Agreement, other than funds dedicated for legal expense reimbursement, will be allocated as follows, or for such other purposes as the State of Texas may determine." The section that follows sets forth a proposed allocation of the settlement funds This section does not provide for any payment to counties, but does provide for $100 million to M.D. Anderson for research and reimbursement for indigent health care costs

THE PENDING MOTIONS

There is a hearing scheduled before U.S Judge Folsom on March 19, 1998. The hearing pertains to the following pending Motions: 1) Montgomery County Hospital District's Motion to Intervene; 2) The Montgomery County Hospital District's Motion for Relief from Judgment, or in the alternative, Motion to Alter or Amend Final Judgment; 3) Motion for Leave to Intervene and for Stay (filed by various state legislators); 4) Motion to Vacate, or to Sever and to Alter or Amend, the Portions of the Court's Order Approving and Awarding Attorney's Fees; and 5) the State of Texas' Motion to Enforce the Judgment. We have obtained copies of these motions.

According to our file, at least one other motion has been filed El Paso County and the El Paso County Hospital District filed a Motion to Intervene to Obtain a Declaration of the Rights of the Parties under the Court's Judgment, to Stay Disbursement of Settlement Funds and to Amend Judgment. In addition, Montgomery County (joined by Texas Municipal League) has filed an amended Motion to Intervene. Rep. Junell and Sen Ratliff have also filed a motion to intervene.

THE POSITIONS TAKEN BY THE INTERVENORS AND AMICI

1. Dallas County/Hospital District

These entities filed an amicus brief on 1/20/98. This brief asserts that the Attorney General's proposal for allocating the settlement funds in a particular manner should not be approved. These entities point out that the Attorney General appears to lack the authority to allocate funds under state law. Their position is that, if "the Texas Attorney General claims the right unilaterally to settle Dallas County's and the Hospital District's claims, then they clearly are interested parties under this settlement and desire to be heard in the disposition of the settlement funds." Brief at p. 3. These entities do complain that the settlement was reached without their input.

2. Montgomery County Hospital District/ TML

This complaint in intervention asks for party status, and identifies these entities as "a representative member of a class of numerous political subdivisions, hospital districts, counties...that have expended local taxes or fees to provide medical treatment ...because of the use of tobacco. These entities are so numerous that joinder of all of them is impractical." They adopt, with a couple of exceptions, the claims brought by the state.

These putative intervenors note that the settlement agreement purports to settle claims on behalf of public entities and political subdivisions who were not parties to the lawsuit. They further note that these entities suffered damages separate and distinct from the state's damages and assert that the Attorney General lacked authority to settle on their behalf. They seek, under Rule 60, to have the judgment declared void as to them, or alternatively, under Rule 59, to amend the judgment by striking all portions of the agreement which "purport to settle and release claims of non-parties to this action, including claims of political subdivisions and governmental entities such as Intervenors, or to apportion the settlement recovery to those entities whose claims are being compromised" in proportion to the damages shown after trial.

3. El Paso County/ Hospital District

These entities seek to intervene, and adopt the Montgomery County/TML arguments in this regard. These entities also point out that they had no indication that the Attorney General was representing them, and further advise that they have received informal communications from the A.G. that "it was not his intention to represent them or to settle their claims in this action " These entities ask for alternative relief· 1) a declaration that their claims have not been settled; 2) a declaration of the basis for the authority of the Attorney General to compromise and settle their claims without having pleaded them and without having consulted with these entities; or 3) strike the provisions of the judgment which provide for specific disposition of the settlement funds

4. The Legislators

Senators Fraser, Armbrister, and Nelson, along with Representatives Craddick, Delisi, Janek and Kubiak, have moved to intervene and to alter or amend the judgment. This group challenges only the attorneys fees issue. The Junell/Ratliff pleading also challenges the specific disposition of settlement funds provided in the settlement agreement.

CONCLUSION

The hearing on March 19 will resolve several issues. It is our intention to file an Amicus Brief requesting that the U.S. District Court either 1) modify the Settlement Agreement and Judgment to exclude county claims or 2) retain jurisdiction over the settlement proceeds until county claims are satisfied. Immediately upon entry of an order, we will prepare a further report.

Comm Ct. Agenda
item # 7

VOL. 50 PG. 457

EAST TEXAS COUNCIL OF GOVERNMENTS

3800 STONE ROAD
KILGORE, TEXAS 75662 • 903/984-8641 • FAX 903/983-14[illegible]

SERVING A FOURTEEN COUNTY REGION

Post-it™ Fax Note 7671	Date 2/23	# of pages ▶ 1
To Red Sheppard	From Kevin G.	
Co./Dept.	Co	
Phone #	Phone #	
Fax # 843-5492	Fax #	

23 February 1998

Mr. R.D. "Buck" Cross
Sheriff
Upshur County
P.O. Box 730
Gilmer, TX 75644

Re: Amendments to Solid Waste Management Planning Grants Interlocal Contracts

Dear Mr. Cross:

The East Texas Council of Governments (ETCOG) has authorization from the Texas Natural Resource Conservation Commission (TNRCC) to utilize some remaining FY 97 solid waste management planning grant funds for FY 98 projects. In order to accomplish this, ETCOG is requesting that Upshur County: 1) Agree to amend the following interlocal agreements; and 2) Agree to execute two new interlocal agreements as follows:

	Project Number	Comments	Project Type	Current Budget	New Budget
1	98-16-G11	Current FY 98 Project	Chipper Project	$21,747.00	$1,586 00
2	97-06-G13	Proposed New FY 97 Project	Chipper Project	N/A	$20,161.00
3	**Total Budget of # 1 and # 2 Listed Projects:**				**$21,747.00**
4	98-16-G12	Current FY 98 Project	Local Enforcement	$34,726.00	$29,178 78
5	97-06-G14	Proposed New FY 97 Project	Local Enforcement	N/A	$5,547 22
6	**Total Budget of # 4 and # 5 Listed Projects:**				**$34,726.00**

Please note that the only changes to the current interlocal agreements would be the time-frames and the budgets. The new interlocal agreements will be essentially the same with the exceptions of the time-frames (they will end on 28 February 98) and budget amounts. These changes will allow ETCOG to charge the expenses that Upshur County has incurred under the FY 98 interlocal agreements, prior to 28 February 98, to FY 97 funds (these expenses equal the amounts listed under the two new FY 97 projects).

Upshur County will benefit from ETCOG ability to reimburse Upshur County immediately for these costs listed under the new FY 97 interlocal agreements. In addition, about $25,000 more will be available for pass-through grants in FY 99. ETCOG appreciates your cooperation in this matter

Sincerely,

Kevin Glanton

Kevin Glanton,
Environmental Resources Coordinator

KG/kg

c:\glanton\etcog\fy 97\implementation projects\upshur county\fy 98 to fy 97 projects.doc

FILED
A.D. 1998 MAR -9 AM 11:29
COUNTY CLERK

VOL. 50 PG. 458

MEMORANDUM

To: Charles Still, County Judge
From: Sara D. Dumas
Subject: Lone Star City
Date: February 24, 1998

We are currently in the process of renewing Gilmer's Lone Star City certification. Please include the attached resolution on the agenda of your next meeting. Upon signing the resolution, please return a copy to Sara Dumas, Economic Development, County Courthouse.

Agenda 3-9-98
Application for CC Dev Funds
Call me when you type agenda. I may not have all ducks in a row - Sara

FILED
COUNTY CLERK
98 MAR -9 AM 11:29
TEX.
BY

VOL. 50 PG. 459

RESOLUTION # _____

A RESOLUTION SUPPORTING THE CITY OF GILMER'S PARTICIPATION IN THE LONE STAR CITY PROGRAM

WHEREAS, economic growth through industrial recruitment and business retention and expansion is vital to the prosperity and stability of the community; and

WHEREAS, it is acknowledged that recruitment efforts by cities throughout the United States of new industrial startups and expansions are becoming increasingly competitive; and

WHEREAS, a successful economic development program requires the commitment and cooperation of local governments and the business community; and

WHEREAS, the "Lone Star City" program provides a means for cities to enhance their economic development efforts through a formal certification program stressing training and community preparedness and cooperation;

NOW, THEREFORE, BE IT RESOLVED that Upshur County does hereby support the participation of the City of Gilmer in the Lone Star City Program, and will cooperate to the greatest extent possible in assisting the City of Gilmer to achieve designation as a Lone Star City.

Approved the 9th day of March, 1998

Charles Still, County Judge

ATTEST: Rex Shaw, County Clerk

Gaddis Fudge

Tommy Stanley

FILED
REX SHAW
COUNTY CLERK
98 MAR -9 AM 11:29
UPSHUR CO. TX.
BY _____

VOL 50 PG 460

NEWS RELEASE

Texas Department of Transportation

P.O. BOX 1210 – ATLANTA, TEXAS 75551-1210 – (903) 796-2851

D. GENE ADAMS, DISTRICT ENGINEER MARCUS SANDIFER, PUBLIC INFORMATION OFFICER

Feb. 26, 1998
FOR IMMEDIATE RELEASE

US 259 TO BE RESURFACED THIS YEAR

A section of US 259 south of Diana will be resurfaced this summer according to plans approved in February by the Texas Department of Transportation (TxDOT).

"About a two-mile section of the highway, between Farm-to-Market Road 3245 and the Gregg County Line, will resurfaced along with replacing metal beam guard fences and texturing the shoulders for traffic safety," said Steve Juneau, area engineer for TxDOT in Marshall who is overseeing the project

Marshall Paving Products, Inc. of Marshall was awarded the contract for the project with a low bid of $908,563

Work on the project should begin in April and be completed by August of this year, Juneau said.

3-9-98
Agenda for recording purposes

- 30 -

VOL 50 PG 461

OATH OF APPOINTED OFFICER

THE STATE OF TEXAS X

COUNTY OF UPSHUR X

I, Ben Shepperd, do solemnly swear (or affirm) that the following is a full and complete list of the positions of public or private trust previously held and the length of service in each of those positions:

1) Certified Public Accountant with Alford Meroney & Co., Dallas, Texas, from 1975 to 1980;

2) Certified Public Accountant with Arthur Young & Co , Dallas, Texas, from January, 1980 to August, 1980;

3) Certified Public Accountant private practice in Dallas, Texas, from 1981 to 1991; and

4) Certified Public Accountant private practice in Gilmer, Texas, from 1991 until December, 1996

I further swear (or affirm) that I am a competent accountant with at least two years' experience in auditing and accounting, that I am thoroughly competent in public business detail, and that I am thoroughly competent in public business detail, and that I am a person of unquestionably good moral character and intelligence,

That I will not be personally interested in a contract with Upshur County;

And, that I will to the best of my ability preserve, protect and defend the Constitution and laws of the United States and of this State (so help me God).

Ben Shepperd

BEN SHEPPERD

FILED
FRANKIE HARGRAVE
DISTRICT CLERK
98 FEB 27 AM 10:29
UPSHUR COUNTY, TEXAS
BY
DEPUTY

FILED
TEX A SHE
COUNTY CLERK
98 MAR -9 AM 11:29

VOL. 50 PG. 462

Sworn to and subscribed before me by Ben Shepperd, on this 27 day of February 1998.

Lauren Parish

LAUREN PARISH, Judge
115th Judicial District Court

FILED
FRANKIE HAMBERLIN
DISTRICT CLERK
98 FEB 27 AM 10: 29
UPSHUR COUNTY, TEXAS
BY [illegible]
DEPUTY

APPOINTMENT OF UPSHUR COUNTY AUDITOR

THE STATE OF TEXAS X

COUNTY OF UPSHUR X

WHEREAS, the office of County Auditor for Upshur County, Texas has heretofore been established in conformity with law, it is the duty of the District Judge having jurisdiction in Upshur County, Texas to appoint a County Auditor, and

WHEREAS, the compensation of the County Auditor for Upshur County, Texas, has heretofore been set by law

NOW, therefore, I, Lauren Parish, Judge of the 115th Judicial District Court, the Court having jurisdiction in Upshur County, Texas do hereby appoint Ben Shepperd, a qualified person, as County Auditor of Upshur County, Texas; and he shall, before entering upon the duties of said office take and subscribe the oaths prescribed by law, as set forth in Section 84 007 of the Local Government Code, and enter into a bond as therein provided, payable and conditioned as prescribed by law, and upon qualifying, shall hold said office and discharge the duties thereof for a fifteen (15) day period which begins March 1, 1998, and ends March 16, 1998.

The salary for the Upshur County Auditor shall be paid in equal monthly installments at the end of each calendar month, as provided by law, and the said Ben Shepperd shall perform the duties prescribed for the office of the County Auditor and be subject to the provisions of law respecting his duties and tenure of office.

This Order shall be entered in the minutes of the 115th District Court of Upshur County, Texas, and be certified by the Clerk of said Court to the Commissioners' Court of Upshur County, Texas, which shall cause the same to be entered in the minutes with the appropriate order directing payment of the salary.

VOL. 50 PG. 464

WITNESS MY HAND at Gilmer, Texas, this the 27 day of February, 1998.

Lauren Parish

LAUREN PARISH, Judge
115th Judicial District Court
Upshur County, Texas

FILED
FRANKIE HAGHERLIN
DISTRICT CLERK
98 FEB 27 AM 10:31
UPSHUR COUNTY, TEXAS
BY [illegible]
DEPUTY

VOL. 50 PG. 465

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum - Construction Manager-Adviser Edition

AIA Document A101/CMa - Electronic Format

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401

The 1992 Edition of AIA Document A201/CMa, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

AGREEMENT
made as of the Twelfth day of January in the year of Nineteen hundred and ninety-eight.
(In words indicate day, month and year)

BETWEEN the Owner:
(Name and address)
Upshur County, Texas
Upshur County Courthouse
P.O. Box 730
Gilmer, Texas 75644

and the Contractor
(Name and address)
Gay & Son Masonry, Inc.
2000 Goodnight Ct.
Granbury, Texas 76049
Contact Person. Trent Gay (817)279-8500 FAX (817)573-1102

For the following Project.
(Include detailed description of Project, location, address and scope.)
Additions and Alterations to the Upshur County Justice Center
405 North Titus
Gilmer, Texas 75644

The Construction Manager is.
(Name and address)
Dinosaur Valley Construction, Inc.
P.O. Box 7378
Glen Rose, Texas 76043

The Architect is.
(Name and address)
McDonald Architects, Inc.
One Summit Ave., Ste. 614
Fort Worth, Texas 76102

VOL. 50 PG. 466

The Owner and Contractor agree as set forth below.

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

Insert A: Also included is the bid sheet received at the bid opening and addenda one and two

ARTICLE 2
THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows

Item 1: CONCRETE GRADING, ASPHALT PAVING AND SITE DEMOLITION For furnishing all labor and materials for all concrete work site work, site work, grading, asphalt paving and site demolition, including concrete slabs, foundations, site paving, walks, plazas, generator pad, drive approaches and permits for approaches, concrete curb & gutters, p/c splash blocks, concrete footings at flag poles, concrete topping slabs in existing building, termite control, reinforced concrete piping, catch basin, storm drain transition elbow, footings, concrete steps & landings, concrete setting and fill in pipe bollards by others, expansion joint covers and fillers occurring in floor slabs, concrete saw-cutting into existing floor slabs and tilt-wall panels, for new openings and other related demolition in regards to existing building concrete, placing anchor bolds provided by others, cold pour sealant at joints, fine grading and dampproofing membrane beneath slabs, concrete storm drain inlet and cover, poured in place concrete reinforcing and for furnishing all labor and materials for the installation of earth fill and all grading including sub-grading below slab, silt fence, stabilized construction entry, tree protection, top soil, demolition work for new approaches, site demolition at existing walks and plazas, placing reinforced concrete pipe, Asphalt Paving and Patching, sub-soil drain pipe line, water proofing at stem walls, and gravel fill at sub-soil drain in compliance with and shown on the plans and in the specifications

ARTICLE 3
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable state that the date will be fixed in a notice to proceed.)

Date of commencement shall be fixed by a notice to proceed from Dinosaur Valley Construction, Inc.

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner, through the Construction Manager, in writing not less than ~~five~~one days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than

(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)

This project shall be totally complete within 120 working days. The contractor shall man the project with as many workers as necessary to stay within the time line of the entire project.

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

Insert B: The only additional time given on this project will be due to bad weather

ARTICLE 4
CONTRACT SUM

VOL 50 PG 468

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of Three Hundred Forty-Eight Thousand and No Cents Dollars ($ 348,000.00), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: See attached bid

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)

4.3 Unit prices, if any, are as follows:
See attached bid

ARTICLE 5
PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted by the Contractor to the Construction Manager, and upon Project Applications and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the ~~last~~ twenty-fifth (25th)day of the month, or as follows:

5.3 Provided an Application for Payment is submitted to the Construction Manager not later than the twenty-fifth (25th) day of a month, the Owner shall make payment to the Contractor not later than the second Monday ~~day~~ of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than the second Monday of the next month ~~days~~ after the Construction Manager receives the Application for Payment.

5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager or Architect may require This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of Ten percent (10 %) Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7 3.7 of the General Conditions;

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent (10 %),

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9 5 of the General Conditions

5.7 The progress payment amount determined in accordance with Paragraph 5 6 shall be further modified under the following

circumstances.

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety percent (90 %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

5.8 Reduction or limitation of retainage, if any, shall be as follows
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5 6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)
There will be no reduction in retainage on this project.

ARTICLE 6
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12 2 2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Project Certificate for Payment has been issued by the Construction Manager and Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Project Certificate for Payment, or as follows:

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)
0.00% (zero percent)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

7.3 Temporary facilities and services
(Here insert temporary facilities and services which are different from or in addition to those included elsewhere in the Contract Documents.)
NONE

7.4 Other Provisions
(Here list any special provisions affecting the Contract.)
NONE

ARTICLE 8
TERMINATION OR SUSPENSION

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 9

VOL. 50 PG. 470

ENUMERATION OF CONTRACT DOCUMENTS

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101/CMa, 1992 Construction Manager-Adviser Edition.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201/CMa, 1992 Construction Manager-Adviser Edition.

9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated December 22, 1997, and are as follows:

Document	Title	Pages
A201/CMa General Conditions of the Contract for Construction, Construction Manager Adviser Edition as revised		1-34

9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows.
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Document	Title	Pages
Project Manual and Specifications for Additions and Alterations to the Upshur County Justice Center. Dated December 22, 1997. Addendum 1 and 2		

9.1.5 The Drawings are as follows, and are dated December 22, 1997 unless a different date is shown below.
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Document	Title	Pages
Cover Sheet: Additions and Alterations to the Upshur County Justice Center dated December 22, 1997		
Plat		
C0.0 Existing Survey	C1.1 Site Dimension & Grading Plan	
C2.1 Site Details	U1.1 Site Utility Plan	
G1.1 General Notes, Handicap Details	D1.1 Demolition Plan	
A1.1 Floor Plan	A1.2 Dimension Control Plan	
A1.3 Reflected Ceiling Plan	A1.4 Roof Plan	
A2.1 Exterior Elevations	A3.1 Window and Door Schedules	
A3 2 Door Window Elevations	A3.3 Door/Window Details, Plan Details	
A3 4 Door/Window Details, Plan Details	A4.1 Wall Sections	
A4 2 Wall Sections	A4.3 Wall Sections	
A4 4 Wall Sections	A4 5 Wall Sections	
A4 6 Wall Sections	A4.7 Wall Sections	
A4.8 Wall Sections	A5.1 Room Finish Schedule, Interior Elevations	
A6.1 Detention Furniture Details	K1.1 Enlarged Kitchen Plan	
S1.1 General Notes, Foundation Details	S1 2 Foundation Details	
S2.1 Foundation Plan	S2.2 Roof Framing Plan	
S3.1 Roof Framing Details	S3.2 Roof Framing Details	
M1.1 HVAC Plan	M2 1 HVAC Schedules & Details	
P1.1 Sanitary Sewer Plan	P1.2 Water Distribution Plan	
P1.3 Natural Gas Piping Plan	P2 1 Plumbing Schedules and Risers	
E1.1 Electrical Power Plan	E1.2 Lighting Plan	
E1.3 HVAC Electrical Power Plan	E1.4 Security/Communications Plan	
E2.1 Electrical Riser Detail, Schedules	E2.2 Electrical Schedules	

9.1.6 The Addenda, if any, are as follows:

Document	Title	Pages
Addendum No. 1 Dated January 8, 1998	2 Pages	
Addendum No. 2 Dated January 9, 1998	2 Pages	

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

9.1.7 Other documents, if any, forming part of the Contract Documents are as follows: Bid Sheet at Bid Opening
(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)
Bid sheet and entire specification book and addenda 1 & 2

This Agreement is entered into as of the day and year first written above and is executed in at least four original copies of which one is to be delivered to the Contractor, one each to the Construction Manager and Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER

Charles L. Still
(Signature)

Honorable Charles Still, Upshur County Judge
(Printed name and title)

CONTRACTOR GAYHSON MASONRY INC.

Trent Gay president
(Signature)

Trent Gay, President
(Printed name and title)

VOL 50 PG 473

01012 BID PROPOSAL (SC)

Date: 1/12/98

UPSHUR COUNTY COMMISSIONER'S COURT
UPSHUR COUNTY, TEXAS
UPSHUR COUNTY COURT HOUSE
GILMER, TEXAS 75644

Dear Sir(s):

Having carefully examined the specification, drawings and related documents entitled.

ADDITIONS AND ALTERATIONS TO THE UPSHUR COUNTY JUSTICE CENTER
for
THE COUNTY OF UPSHUR, TEXAS

as issued by McDonald Architects, Inc., One Summit Ave., Ste. 614, Fort Worth, Texas 76102, as well as the conditions affecting the work, the undersigned proposes to furnish all materials and labor called for in them in accordance with said documents.

ITEM 1: CONCRETE GRADING, ASPHALT PAVING AND SITE DEMOLITION For furnishing all labor and materials for all concrete work site work, site work, grading, asphalt paving and site demolition, including concrete slabs, foundations, site paving, walks, plazas, generator pad, drive approaches and permits for approaches, concrete curb & gutters, p/c splash blocks, concrete footings at flag poles, concrete topping slabs in existing building, termite control, reinforced concrete piping, catch basin, storm drain transition elbow, footings, concrete steps & landings, concrete setting and fill in pipe bollards by others, expansion joint covers and fillers occurring in floor slabs, concrete saw-cutting into existing floor slabs and tilt-wall panels, for new openings and other related demolition in regards to existing building concrete, placing anchor bolds provided by others, cold pour sealant at joints, fine grading and dampproofing membrane beneath slabs, concrete storm drain inlet and cover, poured in place concrete reinforcing and for furnishing all labor and materials for the installation of earth fill and all grading including sub-grading below slab, silt fence, stabilized construction entry, tree protection, top soil, demolition work for new approaches, site demolition at existing walks and plazas, placing reinforced concrete pipe, Asphalt Paving and Patching, sub-soil drain pipe line, water proofing at stem walls, and gravel fill at sub-soil drain in compliance with and shown on the plans and in the specifications FOR THE SUM OF.

Base Bid Three hundred forty Eight Thousand $ 348,000.00

ITEM 2: PLUMBING For furnishing all labor and materials for plumbing work including detention and standard fixtures and trim, floor drains, downspout tie in at existing building, (see roof plan) gas piping, sewer and water taps, permits and fees, hose bibs, sinks, mop sinks, modifying existing plumbing, adding new over-flow drains piping at existing roof, modifying existing plumbing, condensate drains from new roof top units in compliance with and as shown on the plans and in the specifications, FOR THE SUM OF.

Base Bid _____ $ _____

ITEM 3: FLOORING For furnishing all labor and materials for floor covering and base, patching existing floors in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF

Base Bid _____ $ _____

ITEM 4: FINISH MILLWORK For furnishing all labor and materials for cabinets and millwork including all counter tops with steel supports in control room, cabinets, in compliance with and as shown on the drawings and in the specifications (rough carpentry is part of Item No. 9),
FOR THE SUM OF

Base Bid_____ $_____

ITEM 5: HVAC For furnishing all labor and materials for all heating ventilation and air conditioning work including supply fans, exhaust fans, ventilation fans, smoke evac systems, wall louvers, security bars occurring in duct systems, grilles, diffusers, modifying existing HVAC systems, in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF:

Base Bid_____ $_____

ITEMS 6: ELECTRICAL For furnishing all labor and materials for all electrical work including providing all wire, conduit, circuits and panels for all electrical power and lighting, including, emergency generator, all light fixtures and switch gear Also, providing conduit, and boxes for all fire alarms, CCTV, door control console and intercom system (all fire alarms, CCTV, door control console and intercom systems, cable, wire, wire pulls and final connections provided for under ITEM 7) . Also providing conduit, wire and wire pulls to all detention door locks and door control console. (door locks provided under ITEM 8) in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid_____ $_____

ITEMS 7: SECURITY ELECTRONIC SYSTEMS For furnishing all labor and materials for all security electronics work including providing all fire alarms, CCTV, door control console and intercom systems All cable, wires, wire pulls and final connections provided for under this section except for wire and pulls to door locks and door control console, these are provided under ITEM 6 . (door locks provided under ITEM 8) in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid_____ $_____

ITEM 8: DETENTION DOORS & WINDOWS / STANDARD DOORS & INTERIOR WINDOWS For furnishing all labor and materials for detention hardware, detention door locks, detention doors and frames, detention windows, detention bar walls, bar doors, stainless steel mirrors, including miscellaneous angles for detention grills as shown on the drawings and in the specifications, also for furnishing all labor and materials for all standard hollow metal window and door frames, hollow metal doors and wood doors, standard door hardware, in compliance with and as shown on the drawings and in the specifications (Conduit, wire and connections to all 24 volt detention door locks and controls provided under item 6, detention furnishings and ceilings provided under item 16) FOR THE SUM OF:

Base Bid_____ $_____

ITEMS 9: DRYWALL, TAPE, BED, TEXTURE, ROUGH CARPENTRY & PLASTER For furnishing all labor and materials for the installation of exterior metal stud system, gypsum sheathing, metal support systems with gypsum drywall ceiling and wall systems, plaster soffits and plaster coatings on masonry, work including acoustical ceiling and batt insulation above ceilings and within walls, blocking in walls for toilet accessories/grab bars, etc , caulking and

sealants for items within drywall, the setting of all hollow metal door and window frames occurring in drywall, providing and installing all metal access doors within drywall, cutting and modifying existing ceiling system, removing and replacing existing ceiling systems, patching and repairing existing synthetic plaster walls, tape, bed and texture at gypsum board walls and ceilings, in compliance with and as shown on the drawings and in the specifications. FOR THE SUM OF

Base Bid_____ $_____

ITEM 10: GLASS & GLAZING For furnishing all labor and materials for the installation of the glass and glazing including detention glass, standard glass and Lexan, as shown on drawings and herein specified FOR THE SUM OF:

Base Bid_____ $_____

ITEM 11: MASONRY Furnish all labor and materials to install concrete masonry units and glass block including masonry ties, masonry anchors, reinforcing and grout fill, asphaltic dampproofing on walls, dampproofing membrane at brick sills and lintel sills, the setting of all hollow metal door and window frames occurring in masonry walls, sealants and caulking occurring in masonry walls, glass block and glass block accessories, setting all steel embed items occurring in masonry (embed steel provided under item 15), providing and installing rigid insulation in masonry walls, remaining existing synthetic plaster along portions of existing exterior walls, patching and filling existing masonry and masonry/concrete openings, providing copper sub-sills at stem walls as shown on the drawings and in the specifications FOR THE SUM OF

Base Bid_____ $_____

ITEM 12: PAINT, Furnish to job site materials only (no labor) for all painting including block fill and epoxy paint at showers, caulking for joints at detention ceilings, paint for new exterior masonry, parking stripes, as shown on the drawings and in the specifications FOR THE SUM OF

Base Bid_____ $_____

ITEM 13: FIRE STANDPIPE For furnishing design, engineered / approved drawings, labor and materials for the installation of fire standpipe system (by licensed sprinkler contractor only) according to the plans and specifications FOR THE SUM OF

Base Bid_____ $_____

ITEM 14: ACCESSORIES AND OVERHEAD DOORS For furnishing all labor and materials for all toilet accessories, building plaques, grab bars, glass mirrors, interior signage/ graphics, fire extinguishers and cabinets, sectional overhead doors, as shown on the plans and in the specifications FOR THE SUM OF.

Base Bid_____ $_____

ITEM 15: STRUCTURAL STEEL, STANDING SEAM ROOFING, ROOF FLASHINGS & EXISTING ROOF PATCHING For furnishing all labor and materials for the installation of the structural steel framing, furnishing embed plates (set by item 11) and miscellaneous metal work, patching existing roof, providing new pitch pans and blocking at existing roof, metal wall panels, flashing at mechanical/plumbing/electrical penetrations, cutting and installing new overflow scupper, providing new gravity vents, roof curb, roof cants, removing existing steel beam and related framing/finish at existing entry, installing new steel lintles at new opening in existing walls, in compliance with and as shown on the drawings and in the specifications (steel detention ceilings provided for under item 16), Also for

furnishing all labor and materials for the installation of the roofing system including flashing, gutters, roof vents, down spouts and roll insulation below roof FOR THE SUM OF:

Base Bid_____ $_____

ITEM 16: DETENTION FURNISHINGS, AND EQUIPMENT For furnishing to job site all materials (no labor) for detention furnishings, including miscellaneous angles for walls and detention grills, miscellaneous expansion bolts, the cutting of all holes in steel detention ceilings for grills/diffusers, etc., steel privacy screens / walls, tables, TV stands, stools, pistol locker, pass-thru doors at control, steel bunks in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid_____ $_____

ITEM 17: DETENTION CEILINGS For furnishing all labor and materials for all steel detention ceilings, including miscellaneous angles for walls, anchors, welding, cutting and installing all detention grilles in compliance with and as shown on the drawings and specifications FOR THE SUM OF:

Base Bid_____ $_____

The Owner will use the services of a Construction Manager that will coordinate all trades on this project. All crafts will be required to work under the Construction Manager's direction and the Construction Manager will, under the terms of this project, have the same authority as a General Contractor as outlined in the specifications Any questions pertaining to the bid documents should be directed to the Construction Manager as follows: Dinosaur Valley Construction, Inc , P.O Box 7378, Glen Rose, Texas 76043, telephone number (254)897-4901 or the Architect, McDonald Architects, Inc., One Summit Ave. , Ste. 614, Fort Worth, Texas 76102.

The undersigned agrees, if awarded the contract, to execute and deliver to the Owner, at the time of the signing of the contract, a Performance of Payment Bond of approved form, through an approved bonding company duly authorized to do business in the State of Texas, which is acceptable surety within their underwriting limitations on bonds in favor of **Upshur County, Texas**, as specified in the Instructions to Bidders contained in the specifications

If he be notified of the acceptance of this Proposal within thirty (30) days of the time set for the opening of bids, he agrees to execute a contract for the above work, for the above stated compensation, in the form herein.

ADDENDA

The undersigned agrees that the following addenda, which have been issued during the bidding period, have been received and have been considered both before and in the preparation of this proposal.

ADDENDA NUMBER	DATE
_____	_____
_____	_____
_____	_____

The undersigned hereby declares that he has carefully examined the Plans, Specifications, and Contract Documents relating to the Work covered by his bid or bids, that he agrees to do the Work, that upon receipt of notice of the acceptance of the Bid, he will execute a Contract, within ten (10) days.

VOL. 50 PG. 476

TIME OF COMPLETION

The undersigned agrees to complete the work within Sixty Days (written)

60 (numerical) calendar days after Notification to Proceed.

Respectfully Submitted GAY + SON MASONRY INC.

By [signature]

Address 2000 Goodnight CT

City GRANBURY State TX 76049

VOL. 50 PG. 477

NOBEL INSURANCE COMPANY
2296 HENDERSON MILL RD., STE. 402
ATLANTA, GA. 30345

BID BOND

BOND AND POWER NO. 645267
BOND REF NO. GAY-555
BID DATE: 01/12/98

KNOW ALL MEN BY THESE PRESENTS, That we,

GAY & SON MASONRY, INC.

(hereinafter called the Principal), as Principal, and NOBEL INSURANCE COMPANY, a corporation, organized and existing under the laws of the State of Texas and authorized to transact a general surety business in the State of Texas (hereinafter called the Surety), as Surety, are held and firmly bound unto

UPSHUR COUNTY

(hereinafter called the Obligee) in the penal sum of FIVE percent (5%) not to exceed

SEVENTEEN THOUSAND FOUR HUNDRED AND NO/100

Dollars ($17,400.00****) for the payment of which the Principal and Surety bind themselves, their heirs, executors, 0dministrators, successors and assigns, jointly and severally, firmly by these presents

THE CONDITION OF THIS OBLIGATION is such, that whereas the Principal has submitted or is about to submit a proposal to the Obligee on a contract for

UPSHUR COUNTY JUSTICE CENTER - CONCRETE GRADING, ASPHALT PAVE & SITE DEMOLITION

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

The obligation of the Surety under this Bid Bond is conditioned upon the awarding of the contract by the Obligee within sixty (60) days from the bid opening, or such lesser time as is specifically designated in the bid documents.

Signed and Sealed this 8TH day of JANUARY, 1998, in the presence of.

BY: GAY & SON MASONRY, INC.
Principal

BY: _____
Title

NOBEL INSURANCE COMPANY

BY: _____
Tom Young or Fred A. Thetford, Jr.
Attorney-In-Fact

(NOTE: If this is a Non Public project, this bid and accompanying bid bond are conditioned upon evidence of finance satisfactory to the contractor and the Surety prior to issuance of any final bond.)

VOL 50 PG 478

NOBEL INSURANCE COMPANY

645267

GENERAL POWER OF ATTORNEY

BOND REF #GAY-555

KNOW ALL MEN BY THESE PRESENTS, That NOBEL INSURANCE COMPANY has made, constituted and appointed, and by these presents does make, constitute and appoint

Stephen C. Dahlbo, Fred A. Thetford or Tom Young

its true and lawful attorney-in-fact, for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts of suretyship to be given to

ALL OBLIGEES

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

********Three million five hundred thousand dollars ($3,500,000)********

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 24th day of August, 1995

"RESOLVED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President or a Senior Vice President or a Vice President of the Company, be, and that each or any of them is, authorized to execute Powers of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute in behalf of the Company, bonds, undertakings and all contracts of suretyship, and that an Assistant Vice President, a Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached"

In Witness Whereof, NOBEL INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Vice Presidents and attested by one of its Assistant Vice Presidents this 1st day of October, 1995

Attest.

NOBEL INSURANCE COMPANY
By

SEAL

William Osceola Gordon, Assistant Vice President

Emil B Askew, Vice President

STATE OF GEORGIA
} ss
COUNTY OF DEKALB

On this 1st day of October, 1995, before me personally came Emil B Askew, to me known, who being by me duly sworn did depose and say that he is a Vice President of NOBEL INSURANCE COMPANY, the corporation described in and which executed the above instrument, that he knows the seal of the said corporation, that the seal affixed to the said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order

OFFICIAL SEAL
LENORA N CAPE
NOTARY PUBLIC
MY COMMISSION EXPIRES
AUGUST 3 1998

Lenora N Cape
NOTARY PUBLIC
My Commission Expires August 3, 1998

CERTIFICATE

I, the undersigned, an Assistant Secretary of NOBEL INSURANCE COMPANY, a Texas corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force

Signed and sealed at the city of Atlanta in the State of Georgia Dated the 8th day of JANUARY, 19 98.

SEAL

Charles B. Cape, Assistant Secretary

NOBEL INSURANCE COMPANY VOL 50 PG 479

PERFORMANCE BOND

BOND NO. 645275
POWER NO. 645275
REFERENCE NO. GAY-557

KNOW ALL MEN BY THESE PRESENTS:

that

GAY & SON MASONRY, INC.

FOR YOUR RECORDS

as Principal, hereinafter called Contractor, and

NOBEL INSURANCE COMPANY

as Surety, hereinafter called Surety, are held and firmly bound unto

UPSHUR COUNTY

as Obligee, hereinafter called Owner, in the amount of

THREE HUNDRED FORTY EIGHT THOUSAND AND NO/100

Dollars ($348,000.00**) for payment whereof Contractor & Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated JANUARY 12, 1998 entered into a contract with the owner for

UPSHUR COUNTY JAIL

in accordance with Drawings and Specifications prepared by

MCDONALD ARCHITECTS

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

FILED
BEA A. SMITH
COUNTY CLERK
98 MAR -9 AM 11:29
BY

VOL. 50 PG. 480

PERFORMANCE BOND

BOND NO. 645275
POWER NO. 645275
REFERENCE NO. GAY-557

NOW THEREFORE,

the condition of this obligation is such that, if Contractor shall promptly and faithfully perform work of said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the owner. Whenever Contractor shall be and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding,, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of one (1) year from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators, or successors of the Owner.

Signed and Sealed this 15TH day of JANUARY, 1998.

GAY & SON MASONRY, INC.
Principal

Trent Gay President
Title

Witness

Witness

NOBEL INSURANCE COMPANY
Surety

Tom Young or Fred A. Thetford, Jr.
Attorney-In-Fact

VOL 50 PG 481

NOBEL INSURANCE COMPANY

645275

GENERAL POWER OF ATTORNEY

BOND REF #GAY-557

KNOW ALL MEN BY THESE PRESENTS, That NOBEL INSURANCE COMPANY has made, constituted and appointed, and by these presents does make, constitute and appoint

Stephen C. Dahlbo, Fred A. Thetford or Tom Young

its true and lawful attorney-in-fact, for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts of suretyship to be given to

ALL OBLIGEES

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

********Three million five hundred thousand dollars ($3,500,000)********

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 24th day of August, 1995

"RESOLVED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President or a Senior Vice President or a Vice President of the Company be and that each or any of them is, authorized to execute Powers of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute in behalf of the Company, bonds, undertakings and all contracts of suretyship, and that an Assistant Vice President, a Secretary or an Assistant Secretary be and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company

FURTHER RESOLVED that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached "

In Witness Whereof, NOBEL INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Vice Presidents and attested by one of its Assistant Vice Presidents this 1st day of October, 1995

Attest

NOBEL INSURANCE COMPANY
By

SEAL

William Osceola Gordon, Assistant Vice President

Emil B Askew, Vice President

STATE OF GEORGIA
} ss
COUNTY OF DEKALB

On this 1st day of October, 1995, before me personally came Emil B Askew, to me known, who being by me duly sworn did depose and say that he is a Vice President of NOBEL INSURANCE COMPANY, the corporation described in and which executed the above instrument, that he knows the seal of the said corporation, that the seal affixed to the said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order

OFFICIAL SEAL
LENORA N CAPE
NOTARY PUBLIC
MY COMMISSION EXPIRES
AUGUST 3, 1998

Lenora N Cape
NOTARY PUBLIC
My Commission Expires August 3, 1998

CERTIFICATE

I, the undersigned, an Assistant Secretary of NOBEL INSURANCE COMPANY, a Texas corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force

Signed and sealed at the city of Atlanta in the State of Georgia. Dated the 15th day of JANUARY, 19 98

SEAL

Charles B. Cape, Assistant Secretary

VOL. 50 PG. 182

NOBEL INSURANCE COMPANY

LABOR AND MATERIAL PAYMENT BOND

BOND NO. 645275
POWER NO. 645275
REFERENCE NO. GAY-557

KNOW ALL MEN BY THESE PRESENTS:

that

GAY & SON MASONRY, INC.

as Principal, hereinafter called Contractor, and

NOBEL INSURANCE COMPANY

as Surety, hereinafter called Surety, are held and firmly bound unto

UPSHUR COUNTY

as Obligee, hereinafter called Owner, in the amount of

THREE HUNDRED FORTY EIGHT THOUSAND AND NO/100

Dollars ($348,000.00****) for payment whereof Contractor & Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated JANUARY 12, 1998 entered into a contract with the owner for

UPSHUR COUNTY JAIL

in accordance with Drawings and Specifications prepared by

MCDONALD ARCHITECTS

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

VOL 50 PG 483

LABOR AND MATERIAL PAYMENT BOND

BOND NO. 645275
POWER NO. 645275
REFERENCE NO. GAY-557

NOW THEREFORE, the condition of this obligation is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1) A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonable required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2) The above-named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any cost or expenses of such suit.

3) No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with Principal, shall have written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, sating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail postage prepaid, in an envelope addressed to the Principal, Owner, or Surety at any place where an office is regularly maintained or the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

VOL. 50 PG. 484

LABOR AND MATERIAL PAYMENT BOND

BOND NO. 645275
POWER NO. 645275
REFERENCE NO. GAY-557

4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and Sealed this 15TH day of JANUARY, 1998.

GAY & SON MASONRY, INC.
Principal

Gert Gay President
Title

Witness

Witness

NOBEL INSURANCE COMPANY
Surety

Tom Young or Fred A. Thetford, Jr.
Attorney-In-Fact

VOL. 50 PG. 485

NOBEL INSURANCE COMPANY

645275

GENERAL POWER OF ATTORNEY

BOND REF #GAY-557

KNOW ALL MEN BY THESE PRESENTS, That NOBEL INSURANCE COMPANY has made, constituted and appointed, and by these presents does make, constitute and appoint

Stephen C. Dahlbo, Fred A Thetford or Tom Young

its true and lawful attorney-in-fact, for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts of suretyship to be given to

ALL OBLIGEES

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

********Three million five hundred thousand dollars ($3,500,000)********

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 24th day of August, 1995

"RESOLVED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President or a Senior Vice President or a Vice President of the Company, be, and that each or any of them is, authorized to execute Powers of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute in behalf of the Company, bonds, undertakings and all contracts of suretyship, and that an Assistant Vice President, a Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

In Witness Whereof, NOBEL INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Vice Presidents and attested by one of its Assistant Vice Presidents this 1st day of October, 1995

Attest

NOBEL INSURANCE COMPANY
By

SEAL

William Osceola Gordon, Assistant Vice President

Emil B Askew, Vice President

STATE OF GEORGIA
} ss
COUNTY OF DEKALB

On this 1st day of October, 1995, before me personally came Emil B Askew, to me known, who being by me duly sworn did depose and say that he is a Vice President of NOBEL INSURANCE COMPANY, the corporation described in and which executed the above instrument, that he knows the seal of the said corporation, that the seal affixed to the said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order

OFFICIAL SEAL
LENORA N. CAPE
NOTARY PUBLIC
MY COMMISSION EXPIRES
AUGUST 3, 1998

Lenora N Cape
NOTARY PUBLIC
My Commission Expires August 3, 1998

CERTIFICATE

I, the undersigned, an Assistant Secretary of NOBEL INSURANCE COMPANY, a Texas corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force

Signed and sealed at the city of Atlanta in the State of Georgia. Dated the 15th day of JANUARY, 19 98

SEAL

Charles B Cape, Assistant Secretary

VOL 50 PG 466

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY) 02/19/98

PRODUCER

Hanafin Bates & Assoc., Inc.
8144 Walnut Hill Lane, Suite1081,LB54
Dallas, TX 75231
214-346-1500

THIS IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Gay & Son Masonry, Inc.
2000 Goodnight Ct.
Granbury, TX 76049

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A	Reliance National Indemnity
COMPANY LETTER B	
COMPANY LETTER C	
COMPANY LETTER D	Reliance National Indemnity
COMPANY LETTER E	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR [ ] OWNERS & CONTRACTORS PROT	NGB0128236-01	01/01/98	01/01/99	GENERAL AGGREGATE $ 2,000,000 PRODUCTS - COMP/OP AGG $ 1,000,000 PERSONAL & ADV INJURY $ 1,000,000 EACH OCCURRENCE $ 1,000,000 FIRE DAMAGE (any one fire) $ 50,000 MED EXPENSE (any one person) $ 5,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS [ ] GARAGED LIABILITY				COMBINED SINGLE LIMIT $ BODILY INJURY (per person) $ BODILY INJURY (per accident) $ PROPERTY DAMAGE $
	EXCESS LIABILITY [ ] UMBRELLA FORM [ ] OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
D	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	NWA8117788-03	01/01/98	01/01/99	[X] STATUTORY LIMITS EACH ACCIDENT $ 1,000,000 DISEASE - POLICY LIMIT $ 1,000,000 DISEASE - EACH EMPLOYEE $ 1,000,000
	OTHER				LIMITS $

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

1 Certificate Holder is an additional insured as respects General Liability ALSO DINOSAUR VALLEY NAMED ADD. INS. ON G.L. WITH WAIVER OF SUB ON W.C. & G.L. 2 Certificate Holder is provided with a Waiver of Subrogation for General Liability 3 Certificate Holder is provided with a Waiver of Subrogation for Workers Compensation 4 Insured is afforded Workers Compensation & Employers Liability as a co-employer under the policy for employees leased from AMS Staff Leasing, Inc 5 Coverage is certified as respects UPSHUR COUNTY JAIL, GILMER, TX

CERTIFICATE HOLDER

Upshur County Commissioners Court
Upshur County Courthouse
Gilmer, TX 75644

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE

ACORD 25-S (7/90) © ACORD CORPORATION 1990

VOL 50 PG 487

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR CC GAY&S-1

DATE (MM/DD/YY) 02/23/98

PRODUCER

Leick Johnson & Knight Ins.
P. O. Box 516309
Dallas TX 75251-6309

James A Smith, CIC
Phone No 972-233-9855 Fax No 972-960-7410

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

COMPANIES AFFORDING COVERAGE

COMPANY A	Texas Builders Insurance Co.
COMPANY B	Scottsdale Ins. Co.
COMPANY C	National Union Fire Ins. Co.
COMPANY D	Consumer County Mutual

INSURED

Gay & Son Masonry, Inc
2000 Goodnight Court
Granbury TX 76049

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
B	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR OWNER'S & CONTRACTOR'S PROT	CLS410419	03/31/97	01/01/98	GENERAL AGGREGATE	$ 2,000,000
					PRODUCTS - COMP/OP AGG	$ 1,000,000
					PERSONAL & ADV INJURY	$ 1,000,000
					EACH OCCURRENCE	$ 1,000,000
					FIRE DAMAGE (Any one fire)	$ 50,000
					MED EXP (Any one person)	$ Excluded
D	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS HIRED AUTOS X NON-OWNED AUTOS	EFM107785	03/31/97	03/31/98	COMBINED SINGLE LIMIT	$ 1,000,000
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE	$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
					OTHER THAN AUTO ONLY	
					EACH ACCIDENT	$
					AGGREGATE	$
C	EXCESS LIABILITY X UMBRELLA FORM OTHER THAN UMBRELLA FORM	BE9327878	03/31/97	03/31/98	EACH OCCURRENCE	$ 1,000,000
					AGGREGATE	$ 1,000,000
						$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/ EXECUTIVE OFFICERS ARE X INCL EXCL	WC1681	05/30/97	01/01/98	X STATUTORY LIMITS OTHER	
					EL EACH ACCIDENT	$ 100,000
					EL DISEASE - POLICY LIMIT	$ 500,000
					EL DISEASE - EA EMPLOYEE	$ 100,000
	OTHER Equipment Floater	TIM8764239	03/31/97	03/31/98		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Re Upshur County Jail
Dinosaur Valley Construction & Certificate holder are named as additional insured on all policies except WC & Waiver of subrogation is added in their favor on WC and Automobile policies.

CERTIFICATE HOLDER

UPSHURC

Upshur County Commissioners Court
P O. Box 730
Gilmer TX 75644

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING COMPANY WILL MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25-S (1/95)

VOL. 50 PG. 488

RECEIVED
FEB 11 1998
DETENTION CONTRACTING

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum - Construction Manager-Adviser Edition

AIA Document A101/CMa - Electronic Format

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401

The 1992 Edition of AIA Document A201/CMa, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition, is adopted in this document by reference Do not use with other general conditions unless this document is modified.

AGREEMENT
made as of the Twelfth day of January in the year of Nineteen hundred and ninety-eight
(In words, indicate day, month and year)

BETWEEN the Owner
(Name and address)
Upshur County, Texas
Upshur County Courthouse
P.O Box 730
Gilmer, Texas 75644

and the Contractor
(Name and address)
ISI Detention Contracting Group, Inc.
12903 Delivery Drive
San Antonio, Texas 78247
Contact Person: Don Carr (210)495-5245 FAX (210)495-5613

For the following Project.
(Include detailed description of Project, location, address and scope.)
Additions and Alterations to the Upshur County Justice Center
405 North Titus
Gilmer, Texas 75644

The Construction Manager is:
(Name and address)
Dinosaur Valley Construction, Inc.
P O Box 7378
Glen Rose, Texas 76043

The Architect is
(Name and address)
McDonald Architects, Inc.
One Summit Ave., Ste. 614
Fort Worth, Texas 76102

FILED
COUNTY CLERK
98 JAN -9 AM 11:29
BY

VOL. 50 PG. 489

The Owner and Contractor agree as set forth below.

VOL 50 PG 490

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral An enumeration of the Contract Documents, other than Modifications, appears in Article 9
Insert A: Also included is the bid sheet received at the bid opening and addenda one and two

ARTICLE 2
THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows
Item 8: DETENTION DOORS & WINDOWS/STANDARD DOORS & INTERIOR WINDOWS For furnishing all labor and materials for detention hardware, detention door locks, detention doors and frames, detention windows, stainless steel mirrors, including miscellaneous angles for detention grills as shown on the drawings and in the specifications; also for furnishing all labor and materials for all standard hollow metal window and door frames, hollow metal doors and wood doors, standard door hardware, in compliance with and as shown on the drawings and in the specifications (Conduit, wire and connections to all 24 volt detention door locks and controls provided under item 6, detention furnishings and ceilings provided under item 16)

ARTICLE 3
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3 2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner
(Insert the date of commencement if it differs from the date of this Agreement or if applicable state that the date will be fixed in a notice to proceed)
Date of commencement shall be fixed by a notice to proceed from Dinosaur Valley Construction, Inc.

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner, through the Construction Manager, in writing not less than ~~five~~one days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than
(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work if not stated elsewhere in the Contract Documents)
This project shall be totally complete within 120 working days. The contractor shall man the project with as many workers as necessary to stay within the time line of the entire project.

, subject to adjustments of this Contract Time as provided in the Contract Documents
(Insert provisions, if any for liquidated damages relating to failure to complete on time)
Insert B The only additional time given on this project will be due to bad weather

ARTICLE 4
CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of Two Hundred Seven Thousand and No/Cents Dollars ($ 207,000 00), subject to additions and deductions as provided in the Contract Documents

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are

hereby accepted by the Owner See attached bid
(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)

4.3 Unit prices, if any, are as follows:
See attached bid

ARTICLE 5
PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted by the Contractor to the Construction Manager, and upon Project Applications and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the ~~last~~ twenty-fifth (25th) day of the month, or as follows

5.3 Provided an Application for Payment is submitted to the Construction Manager not later than the twenty-fifth (25th) day of a month, the Owner shall make payment to the Contractor not later than the second Monday ~~day~~ of the following month If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than the second Monday of the next month ~~days~~ after the Construction Manager receives the Application for Payment

5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager or Architect may require This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows

5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of Ten percent (10 %) Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7 3 7 of the General Conditions,

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent (10 %),

5.6.3 Subtract the aggregate of previous payments made by the Owner, and

5.6.4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9 5 of the General Conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5 6 shall be further modified under the following circumstances

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety percent (90 %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims, and

VOL. 50 PG. 492

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

5.8 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5 6.1 and 5 6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)
There will be no reduction in retainage on this project.

ARTICLE 6
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment, and (2) a final Project Certificate for Payment has been issued by the Construction Manager and Architect, such final payment shall be made by the Owner not more than 30 days after the issuance of the final Project Certificate for Payment, or as follows

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located
(Insert rate of interest agreed upon, if any)
0 00% (zero percent)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers)

7.3 Temporary facilities and services
(Here insert temporary facilities and services which are different from or in addition to those included elsewhere in the Contract Documents)
NONE

7.4 Other Provisions
(Here list any special provisions affecting the Contract)
NONE

ARTICLE 8
TERMINATION OR SUSPENSION

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions

ARTICLE 9
ENUMERATION OF CONTRACT DOCUMENTS

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows

9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101/CMa, 1992 Construction Manager-Adviser Edition

9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201/CMa, 1992 Construction Manager-Adviser Edition

9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated December 22, 1997, and are as follows:

Document	Title	Pages
A201/CMa General Conditions of the Contract for Construction, Construction Manager Adviser Edition as revised		1-34

9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Document	Title	Pages
Project Manual and Specifications for Additions and Alterations to the Upshur County Justice Center. Dated December 22, 1997. Addendum 1 and 2		

9.1.5 The Drawings are as follows, and are dated December 22, 1997 unless a different date is shown below
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Document	Title	Pages
Cover Sheet: Additions and Alterations to the Upshur County Justice Center dated December 22, 1997		
Plat		
C0.0 Existing Survey	C1 1 Site Dimension & Grading Plan	
C2 1 Site Details	U1.1 Site Utility Plan	
G1.1 General Notes, Handicap Details	D1 1 Demolition Plan	
A1 1 Floor Plan	A1.2 Dimension Control Plan	
A1 3 Reflected Ceiling Plan	A1.4 Roof Plan	
A2 1 Exterior Elevations	A3 1 Window and Door Schedules	
A3 2 Door Window Elevations	A3 3 Door/Window Details, Plan Details	
A3 4 Door/Window Details, Plan Details	A4 1 Wall Sections	
A4 2 Wall Sections	A4 3 Wall Sections	
A4 4 Wall Sections	A4 5 Wall Sections	
A4 6 Wall Sections	A4 7 Wall Sections	
A4 8 Wall Sections	A5.1 Room Finish Schedule, Interior Elevations	
A6 1 Detention Furniture Details	K1.1 Enlarged Kitchen Plan	
S1 1 General Notes, Foundation Details	S1 2 Foundation Details	
S2 1 Foundation Plan	S2 2 Roof Framing Plan	
S3 1 Roof Framing Details	S3 2 Roof Framing Details	
M1.1 HVAC Plan	M2.1 HVAC Schedules & Details	
P1 1 Sanitary Sewer Plan	P1 2 Water Distribution Plan	
P1 3 Natural Gas Piping Plan	P2.1 Plumbing Schedules and Risers	
E1 1 Electrical Power Plan	E1.2 Lighting Plan	
E1 3 HVAC Electrical Power Plan	E1.4 Security/Communications Plan	
E2.1 Electrical Riser Detail, Schedules	E2.2 Electrical Schedules	

9.1.6 The Addenda, if any, are as follows

Document	Title	Pages
Addendum No 1 Dated January 8, 1998	2 Pages	
Addendum No. 2 Dated January 9, 1998	2 Pages	

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9

9.1.7 Other documents, if any, forming part of the Contract Documents are as follows Bid Sheet at Bid Opening
(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this

VOL 50 PG 494

Agreement. They should be listed here only if intended to be part of the Contract Documents.)
Bid sheet and entire specification book and addenda 1 & 2

This Agreement is entered into as of the day and year first written above and is executed in at least four original copies of which one is to be delivered to the Contractor, one each to the Construction Manager and Architect for use in the administration of the Contract, and the remainder to the Owner

OWNER

(Signature)

Honorable Charles Still, Upshur County Judge
(Printed name and title)

CONTRACTOR

(Signature)

(Printed name and title)

VOL 50 PG 495
1st - detention doors & windows

01012 BID PROPOSAL (SC)

Date: January 8, 1997

UPSHUR COUNTY COMMISSIONER'S COURT
UPSHUR COUNTY, TEXAS
UPSHUR COUNTY COURT HOUSE
GILMER, TEXAS 75644

Dear Sir(s):

Having carefully examined the specification, drawings and related documents entitled.

ADDITIONS AND ALTERATIONS TO THE UPSHUR COUNTY JUSTICE CENTER
for
THE COUNTY OF UPSHUR, TEXAS

as issued by McDonald Architects, Inc., One Summit Ave., Ste. 614, Fort Worth, Texas 76102, as well as the conditions affecting the work, the undersigned proposes to furnish all materials and labor called for in them in accordance with said documents.

ITEM 1: CONCRETE GRADING, ASPHALT PAVING AND SITE DEMOLITION For furnishing all labor and materials for all concrete work site work, site work, grading, asphalt paving and site demolition, including concrete slabs, foundations, site paving, walks, plazas, generator pad, drive approaches and permits for approaches, concrete curb & gutters, p/c splash blocks, concrete footings at flag poles, concrete topping slabs in existing building, termite control, reinforced concrete piping, catch basin, storm drain transition elbow, footings, concrete steps & landings, concrete setting and fill in pipe bollards by others, expansion joint covers and fillers occurring in floor slabs, concrete saw-cutting into existing floor slabs and tilt-wall panels, for new openings and other related demolition in regards to existing building concrete, placing anchor bolds provided by others, cold pour sealant at joints, fine grading and dampproofing membrane beneath slabs, concrete storm drain inlet and cover, poured in place concrete reinforcing and for furnishing all labor and materials for the installation of earth fill and all grading including sub-grading below slab, silt fence, stabilized construction entry, tree protection, top soil, demolition work for new approaches, site demolition at existing walks and plazas, placing reinforced concrete pipe, Asphalt Paving and Patching, sub-soil drain pipe line, water proofing at stem walls, and gravel fill at sub-soil drain in compliance with and shown on the plans and in the specifications FOR THE SUM OF:

Base Bid N/A $ N/A

ITEM 2: PLUMBING For furnishing all labor and materials for plumbing work including detention and standard fixtures and trim, floor drains, downspout tie in at existing building, (see roof plan) gas piping, sewer and water taps, permits and fees, hose bibs, sinks, mop sinks, modifying existing plumbing, adding new over-flow drains piping at existing roof, modifying existing plumbing, condensate drains from new roof top units in compliance with and as shown on the plans and in the specifications, FOR THE SUM OF:

Base Bid N/A $ N/A

ITEM 3: FLOORING For furnishing all labor and materials for floor covering and base, patching existing floors in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF:

Base Bid N/A $ N/A

VOL. 50 PG. 496

ITEM 4: FINISH MILLWORK For furnishing all labor and materials for cabinets and millwork including all counter tops with steel supports in control room, cabinets, in compliance with and as shown on the drawings and in the specifications (rough carpentry is part of Item No. 9),
FOR THE SUM OF:

Base Bid N/A $ N/A

ITEM 5: HVAC For furnishing all labor and materials for all heating ventilation and air conditioning work including supply fans, exhaust fans, ventilation fans, smoke evac systems, wall louvers, security bars occurring in duct systems, grilles, diffusers, modifying existing HVAC systems, in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF:

Base Bid N/A $ N/A

ITEMS 6: ELECTRICAL For furnishing all labor and materials for all electrical work including providing all wire, conduit, circuits and panels for all electrical power and lighting, including, emergency generator, all light fixtures and switch gear. Also, providing conduit, and boxes for all fire alarms, CCTV, door control console and intercom system (all fire alarms, CCTV, door control console and intercom systems, cable, wire, wire pulls and final connections provided for under ITEM 7.) . Also providing conduit, wire and wire pulls to all detention door locks and door control console. (door locks provided under ITEM 8) in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid N/A $ N/A

ITEMS 7: SECURITY ELECTRONIC SYSTEMS For furnishing all labor and materials for all security electronics work including providing all fire alarms, CCTV, door control console and intercom systems. All cable, wires, wire pulls and final connections provided for under this section except for wire and pulls to door locks and door control console, these are provided under ITEM 6 . (door locks provided under ITEM 8) in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid N/A $ N/A

Note Detention Bar Doors, Walls and Grating by Others*.

ITEM 8: DETENTION DOORS & WINDOWS / STANDARD DOORS & INTERIOR WINDOWS For furnishing all labor and materials for detention hardware, detention door locks, detention doors and frames, detention windows, detention bar walls, bar doors, stainless steel mirrors, including miscellaneous angles for detention grills as shown on the drawings and in the specifications; also for furnishing all labor and materials for all standard hollow metal window and door frames, hollow metal doors and wood doors, standard door hardware, in compliance with and as shown on the drawings and in the specifications (Conduit, wire and connections to all 24 volt detention door locks and controls provided under item 6; detention furnishings and ceilings provided under item 16) FOR THE SUM OF:

Base Bid Two Hundred Seven Thousand Dollars $207,000.00

ITEMS 9: DRYWALL, TAPE, BED, TEXTURE, ROUGH CARPENTRY & PLASTER For furnishing all labor and materials for the installation of exterior metal stud system, gypsum sheathing, metal support systems with gypsum drywall ceiling and wall systems, plaster soffits and plaster coatings on masonry, work including acoustical ceiling and batt insulation above ceilings and within walls, blocking in walls for toilet accessories/grab bars, etc., caulking and

sealants for items within drywall, the setting of all hollow metal door and window frames occurring in drywall, providing and installing all metal access doors within drywall, cutting and modifying existing ceiling system, removing and replacing existing ceiling systems, patching and repairing existing synthetic plaster walls, tape, bed and texture at gypsum board walls and ceilings, in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF:

Base Bid N/A $ N/A

ITEM 10: GLASS & GLAZING For furnishing all labor and materials for the installation of the glass and glazing including detention glass, standard glass and Lexan, as shown on drawings and herein specified FOR THE SUM OF:

Base Bid N/A $ N/A

ITEM 11: MASONRY Furnish all labor and materials to install concrete masonry units and glass block including masonry ties, masonry anchors, reinforcing and grout fill, asphaltic dampproofing on walls, dampproofing membrane at brick sills and lintel sills, the setting of all hollow metal door and window frames occurring in masonry walls, sealants and caulking occurring in masonry walls, glass block and glass block accessories, setting all steel embed items occurring in masonry (embed steel provided under item 15), providing and installing rigid insulation in masonry walls, remaining existing synthetic plaster along portions of existing exterior walls, patching and filling existing masonry and masonry/concrete openings, providing copper sub-sills at stem walls as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid N/A $ N/A

ITEM 12: PAINT, Furnish to job site materials only (no labor) for all painting including block fill and epoxy paint at showers, caulking for joints at detention ceilings, paint for new exterior masonry, parking stripes, as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid N/A $ N/A

ITEM 13: FIRE STANDPIPE For furnishing design, engineered / approved drawings, labor and materials for the installation of fire standpipe system (by licensed sprinkler contractor only) according to the plans and specifications FOR THE SUM OF:

Base Bid N/A $ N/A

ITEM 14: ACCESSORIES AND OVERHEAD DOORS For furnishing all labor and materials for all toilet accessories, building plaques, grab bars, glass mirrors, interior signage/ graphics, fire extinguishers and cabinets, sectional overhead doors, as shown on the plans and in the specifications FOR THE SUM OF:

Base Bid N/A $ N/A

ITEM 15: STRUCTURAL STEEL, STANDING SEAM ROOFING, ROOF FLASHINGS & EXISTING ROOF PATCHING For furnishing all labor and materials for the installation of the structural steel framing, furnishing embed plates (set by item 11) and miscellaneous metal work, patching existing roof, providing new pitch pans and blocking at existing roof, metal wall panels, flashing at mechanical/plumbing/electrical penetrations, cutting and installing new overflow scupper, providing new gravity vents, roof curb, roof cants, removing existing steel beam and related framing/finish at existing entry, installing new steel lintles at new opening in existing walls, in compliance with and as shown on the drawings and in the specifications (steel detention ceilings provided for under item 16); Also for

furnishing all labor and materials for the installation of the roofing system including flashing, gutters, roof vents, down spouts and roll insulation below roof FOR THE SUM OF:

Base Bid N/A $ N/A

ITEM 16: DETENTION FURNISHINGS, AND EQUIPMENT For furnishing to job site all materials (no labor) for detention furnishings, including miscellaneous angles for walls and detention grills, miscellaneous expansion bolts, the cutting of all holes in steel detention ceilings for grills/diffusers, etc., steel privacy screens / walls, tables, TV stands, stools, pistol locker, pass-thru doors at control, steel bunks in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid N/A $ N/A

ITEM 17: DETENTION CEILINGS For furnishing all labor and materials for all steel detention ceilings, including miscellaneous angles for walls, anchors, welding, cutting and installing all detention grilles in compliance with and as shown on the drawings and specifications FOR THE SUM OF:

Base Bid N/A $ N/A

The Owner will use the services of a Construction Manager that will coordinate all trades on this project. All crafts will be required to work under the Construction Manager's direction and the Construction Manager will, under the terms of this project, have the same authority as a General Contractor as outlined in the specifications. Any questions pertaining to the bid documents should be directed to the Construction Manager as follows: Dinosaur Valley Construction, Inc., P.O. Box 7378, Glen Rose, Texas 76043, telephone number (254)897-4901 or the Architect, McDonald Architects, Inc., One Summit Ave., Ste. 614, Fort Worth, Texas 76102.

The undersigned agrees, if awarded the contract, to execute and deliver to the Owner, at the time of the signing of the contract, a Performance of Payment Bond of approved form, through an approved bonding company duly authorized to do business in the State of Texas, which is acceptable surety within their underwriting limitations on bonds in favor of **Upshur County, Texas**, as specified in the Instructions to Bidders contained in the specifications.

If he be notified of the acceptance of this Proposal within thirty (30) days of the time set for the opening of bids, he agrees to execute a contract for the above work, for the above stated compensation, in the form herein.

ADDENDA

The undersigned agrees that the following addenda, which have been issued during the bidding period, have been received and have been considered both before and in the preparation of this proposal.

ADDENDA NUMBER	DATE
NONE	

The undersigned hereby declares that he has carefully examined the Plans, Specifications, and Contract Documents relating to the Work covered by his bid or bids; that he agrees to do the Work, that upon receipt of notice of the acceptance of the Bid, he will execute a Contract, within ten (10) days.

TIME OF COMPLETION

The undersigned agrees to complete the work within One Hundred Twenty
(written)

120 calendar days after Notification to Proceed.
(numerical)

Respectfully Submitted

ISI Detention Contracting Group, Inc.
By
12903 Delivery Drive
Address
San Antonio TX 78247
City State

VOL. 50 PG 500

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

BOND NO 448166

KNOW ALL MEN BY THESE PRESENTS, that we

(Here insert full name and address or legal title of Contractor)

ISI Detention Contracting Group, Inc,
500 Sandau, Suite 450, San Antonio, Texas 78216

as Principal, hereinafter called the Principal, and

(Here insert full name and address or legal title of Surety)

Capitol Indemnity Corporation
4610 University Avenue, Suite 1400, Madison, Wisconsin 53705

a corporation duly organized under the laws of the State of Wisconsin

as Surety, hereinafter called the Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

Upsher County
P. O. Box 730, Upsher County Courthouse, Gilmer, Texas 75644

as Obligee, hereinafter called the Obligee, in the sum of Five percent of total amount bid not to exceed $ 17,500 00 Dollars ($ 17,500.00),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has submitted a bid for

(Here insert full name, address and description of project)

Detention Equipment - Upsher County Justice Center

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

Signed and sealed this 12th day of January 1998

ISI Detention Contracting Group, Inc

(Principal) (Seal)

(Witness)

President
(Title)

Sharon Curry
(Witness)

Capitol Indemnity Corporation

(Surety) (Seal)

Rick W. Stewart
(Title) Attorney-In-Fact

VOL 50 PG 501

Capitol INDEMNITY CORPORATION

4610 UNIVERSITY AVENUE, SUITE 1400, MADISON, WISCONSIN 53705-0900
PLEASE ADDRESS REPLY TO P.O. BOX 5900, MADISON, WI 53705-0900
PHONE (608) 231-4450 • FAX (608) 231-2029

POWER OF ATTORNEY

No: 448166

Know all men by these Presents, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Madison, Wisconsin, does make, constitute and appoint

---------- JEANIE S. WILLIAMS, RIC WALDEN STEWART OR JOHN WILLIAM SCHULER ----------

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

----------NOTTOEXCEED$3,000,000 00----------

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

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

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested by its Secretary, this 1st day of June, 1993.

CAPITOL INDEMNITY CORPORATION

Attest

Virgiline M. Schulte

Virgiline M. Schulte, Secretary

CAPITOL INDEMNITY CORPORATION CORPORATE SEAL WISCONSIN

George A. Fart, President

STATE OF WISCONSIN }
COUNTY OF DANE }

On the 1st day of June, A.D., 1993, before me personally came George A Fart, to me known, who being by me duly sworn, did depose and say, that he resides in the County of Dane, State of Wisconsin, that he is the President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

STATE OF WISCONSIN }
COUNTY OF DANE }

STATE OF WISCONSIN PETER E. HANS NOTARY PUBLIC

Peter E. Hans
Peter E. Hans
Notary Public, Dane Co., WI
My Commission is Permanent

CERTIFICATE

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

Signed and sealed at the City of Madison, Dated the 12th day of January, 19 98

CAPITOL INDEMNITY CORPORATION CORPORATE SEAL WISCONSIN

Paul J. Breitneder, Treasurer

Photocopies, carbon copies or

ADDITIONS AND ALTERATIONS TO
UPSHUR COUNTY JUSTICE CENTER

GILMER TEXAS

JANUARY 9, 1998

ADDENDUM NO. 2

Bidders are advised of the following and shall govern according:

Bidders need to be aware that inmate labor may be available to contractors at an hourly rate of $5 00/hour. This is contingent upon type of skill required and availability of those inmates possessing such skills. Payment would be in the form of a deduct change order in favor of the county.

Bidders be aware to carefully examine specification Section 01012 "Bid Proposal" to determine exactly the items each trade is proposing to bid on.

ARCHITECTURAL SPECIFICATIONS:

1. REFER TO ARCHITECTURAL SPECIFICATIONS SECTION 01012 " BID PROPOSAL" , ITEM NO. 5 AND REPLACE WITH THE FOLLOWING ITEM 5.

ITEM 5: HVAC For furnishing all labor and materials for all heating ventilation and air conditioning work including supply fans, exhaust fans, ventilation fans, smoke evac systems, wall louvers, detention grilles and diffusers occurring in steel ceilings (steel ceilings provided under Item 17) grilles, diffusers, modifying existing HVAC systems, in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF:

Base Bid_____ $_____

2. REFER TO ARCHITECTURAL SPECIFICATIONS SECTION 01012 " BID PROPOSAL" , ITEM NO. 8 AND REPLACE WITH THE FOLLOWING ITEM 8:

ITEM 8: DETENTION DOORS & WINDOWS / STANDARD DOORS & INTERIOR WINDOWS For furnishing all labor and materials for detention hardware, detention door locks, detention doors and frames, detention windows, stainless steel mirrors, including miscellaneous angles for detention grills as shown on the drawings and in the specifications; also for furnishing all labor and materials for all standard hollow metal window and door frames, hollow metal doors and wood doors, standard door hardware, in compliance with and as shown on the drawings and in the specifications (Conduit, wire and connections to all 24 volt detention door locks and controls provided under item 6; detention furnishings and ceilings provided under item 16) FOR THE SUM OF:

Base Bid_____ $_____

3. REFER TO ARCHITECTURAL SPECIFICATIONS SECTION 01012 " BID PROPOSAL" , ITEM NO. 14 AND REPLACE WITH THE FOLLOWING ITEM 14:

ITEM 14: ACCESSORIES AND OVERHEAD DOORS For furnishing all labor and materials for all toilet accessories, building plaques, grab bars, glass mirrors, interior signage/ graphics, fire extinguishers and cabinets, sectional overhead doors wheel chair lift, as shown on the plans and in the specifications FOR THE SUM OF:

Base Bid_____ $_____

4. REFER TO ARCHITECTURAL SPECIFICATIONS SECTION 01012 " BID PROPOSAL" , ITEM NO. 16 AND REPLACE WITH THE FOLLOWING ITEM 16:

ITEM 16: DETENTION FURNISHINGS, AND EQUIPMENT For furnishing to job site all materials (no labor) for detention furnishings, miscellaneous expansion bolts to set furniture, steel privacy screens / walls, tables, TV stands, stools, pistol locker, pass-thru doors, steel bunks, bar grilles occurring in the ducts adjacent to the four louvers, in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid_____ $_____

5 REFER TO ARCHITECTURAL SPECIFICATIONS SECTION 01012 " BID PROPOSAL" , ITEM NO. 17 AND REPLACE WITH THE FOLLOWING ITEM 17:

ITEM 17: DETENTION CEILINGS For furnishing all labor and materials for all steel detention ceilings, steel bar walls and steel bar doors including miscellaneous angles for walls, anchors, welding, cutting holes for and installing all detention grilles occurring in steel ceilings in compliance with and as shown on the drawings and specifications FOR THE SUM OF:

Base Bid_____ $_____

-END OF ADDENDUM TWO-

REGISTERED ARCHITECT
JAMES LAMAR McDONALD
36180
STATE OF TEXAS

1-9-98

MCDONALD
ARCHITECTS, INC.
One Summit Ave, Ste. 614
Fort Worth, Texas 76102
Phone (817) 335-2882
Fax (817) 335-2883

ADDITIONS AND ALTERATIONS TO
UPSHUR COUNTY JUSTICE CENTER
GILMER TEXAS

JANUARY 8, 1998

ADDENDUM NO. 1

Bidders are advised of the following and shall govern according:

Bidders need to be aware that this project is a "fast track" project and shall be run 7 days a week with an anticipated 120 day completion date. All bidders are required to uphold this schedule.

Bidders be aware to carefully examine specification Section 01012 "Bid Proposal" to determine exactly the items each trade is proposing to bid on

ARCHITECTURAL SPECIFICATIONS:

1. REFER TO ARCHITECTURAL SPECIFICATIONS SECTION 01012 " BID PROPOSAL" , ITEM NO. 5 AND REPLACE WITH THE FOLLOWING ITEM 5.

ITEM 5: HVAC For furnishing all labor and materials for all heating ventilation and air conditioning work including supply fans, exhaust fans, ventilation fans, smoke evac systems, wall louvers, grilles, diffusers, modifying existing HVAC systems, in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF:

Base Bid_____ $_____

2. REFER TO ARCHITECTURAL SPECIFICATIONS SECTION 01012 " BID PROPOSAL" , ITEM NO. 16 AND REPLACE WITH THE FOLLOWING ITEM 16.

ITEM 16: DETENTION FURNISHINGS, AND EQUIPMENT For furnishing to job site all materials (no labor) for detention furnishings, including miscellaneous angles for walls and detention grills, miscellaneous expansion bolts, the cutting of all holes in steel detention ceilings for grills/diffusers, etc., steel privacy screens / walls, tables, TV stands, stools, pistol locker, pass-thru doors at control, steel bunks, and security bars occurring in duct system in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid_____ $_____

3. Refer to architectural specifications Section 08711 "Detention Hardware"; 3 1 Detention Hardware Schedule; Heading No.5, and add the following doors to that heading: D-76 and D-77.

ARCHITECTURAL DRAWINGS:

1. Refer to " Standard door/window schedule"; Sheet A3.1; Door #2 revise Door # 2 to be provided with 1/4" clear tempered glass.

2. Refer to 19/A3.2 "Door # 2 Elevation" revise both glass vision panel and transom to be provided with 1/4" clear tempered glass. Revise frame and door to be steel in lieu of aluminum.

Clarification 1. All existing glass storefronts being reused shall be removed and reinstalled by the glass contractor.

Clarification 2: Detention contractor responsible for detention bars occurring in HVAC ductwork; see architectural wall sections

Clarification 3: Add a continuous metal termination bar and screws at roof flashing occurring along existing to

Clarification 4: Provide 5 year material and installation warranty for metal roof. Warranty is not required on existing built-up roof area patch.

Clarification 5: All steel detention ceilings shall be 3/16" thick.

Clarification 6: No bond is required for bid items 12 & 16 (material only).

MECHANICAL DRAWINGS & SPECIFICATIONS:

Clarification 1: Security grilles occurring in steel ceilings and bars occurring in duct work are provided by the detention contractor

Clarification 2 All vent stack flashing shall be provided and installed by plumbing contractor

Clarification 3. All ducts exposed to the exterior shall be lined with 1" thick, 2 lb. density ductliner. (Owens Corning or equal) And duct size as shown shall be free area, contractor shall increase duct size as required to allow for insulation

Clarification 4 Plumber is responsible for all plumbing as indicated on sheet U1 1 " site utility plan". This included all tap and impact fees to the city.

Clarification 5. This job does not contain any trench drains or floor sinks as indicated in specifications.

Clarification 6: Plumber shall run all condensate drain lines to existing roof drains.

Clarification 7: All floor drains shall be provided with trap primers

Clarification 8: Mechanical contractor responsible for thermostat controls only; smoke evac controls provided by electrical

ELECTRICAL DRAWINGS AND SPECIFICATIONS:

Clarification 1: Electrical contractor shall furnish starter and disconnect switch at EF.2.

Clarification 2: Electrical contractor shall furnish starter and disconnect switch at MUA-1

Clarification 3: Electrical contractor shall furnish starter and disconnect switch at wheelchair lift.

Clarification 4: Omit specification Section 16721 "Fire Alarm Systems"; this section is furnished under 17100 and is a part of the security electronic systems contractors scope of work.

Clarification 5: Security Electronics Systems contractor shall remove existing CCTV located in existing lobby.

-END OF ADDENDUM ONE-

REGISTERED ARCHITECT
JOAN McDONALD
15180
STATE OF TEXAS

1-8-98

MCDONALD
ARCHITECTS, INC.
One Summit Ave, Ste. 614
Fort Worth, Texas 76102
Phone (817) 335-2882
Fax (817) 335-2883

VOL. 50 PG. 506

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A311

Performance Bond

Bond No C719878

KNOW ALL MEN BY THESE PRESENTS: that

ISI Detention Contracting Group, Inc.
12903 Delivery Drive, San Antonio, Texas 78247
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and,
CAPITOL INDEMNITY CORPORATION
4610 University Avenue, Suite 1400, Madison, Wisconsin 53705
as Surety, hereinafter called Surety, are held and firmly bound unto

Upsher County
P O Box 730, Gilmer, Texas 75644
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, in the amount of **Two Hundred Seven Thousand and No Cents**

Dollars **($207,000.00)**,

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents

WHEREAS,

Contractor has by written agreement dated **January 12th** 19 **98**, entered into a contract with Owner for
(Here insert full name, address and description of project)

Detention Equipment for Upsher County Justice Center - Alteration and Addition to the Upsher County Justice Center

in accordance with Drawings and Specifications prepared by
McDonald Architects, Inc.
One Summit Avenue, Suite 614, Fort Worth, Texas 76102
(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract

VOL 50 PG 507

PERFORMANCE BOND

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations, thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon de-termination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 19th day of February 19 98

Angel Stocker
(Witness)

Sharon Curry
(Witness)

ISI Detention Contracting Group, Inc.
(Principal) (Seal)

President
(Title)

Capitol Indemnity Corporation
(Surety) (Seal)

Ric W. Stewart
Ric W. Stewart (Title) Attorney-in-Fact

VOL 50 PG 508

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A311 **Bond No. C719878**

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address or legal title of Contractor)

ISI Detention Contracting Group, Inc.
12903 Delivery Drive, San Antonio, Texas 78247

as Principal, hereinafter called Principal, and,
Capitol Indemnity Corporation
4610 University Avenue, Suite 1400, Madison, Wisconsin 53705

as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

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

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the

amount of **Two Hundred Seven Thousand and No Cents**
(Here insert a sum equal to at least one-half of the contract price) Dollars ($ 207,000.00)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents

WHEREAS,

Principal has by written agreement dated **January 12th** 19 **98**, entered into a contract with Owner for
(Here insert full name, address and description of project)

Detention Equipment for Upsher County Justice Center - Alteration and Addition to the Upsher County Justice Center

in accordance with Drawings and Specifications prepared by

Here insert full name and address or legal title of Architect)

McDonald Architects, Inc.
One Summit Avenue, Suite 614, Fort Worth, Texas 76102

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract

VOL 50 PG 509

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect, subject, however, to the following conditions.

1 A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Prin-cipal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, tele- phone service or rental of equipment directly applicable to the Contract

2 The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon The Owner shall not be liable for the payment of any costs or expenses of any such suit

3 No suit or action shall be commenced hereunder by any claimant

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract it being understood, however, that if any limitation em-bodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is sit- uated, and not elsewhere

4 The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond

Signed and sealed this 19th day of February 19 98

(Witness)

(Witness)

ISI Detention Contracting Group, Inc

(Principal) (Seal)

(Title) President

Capitol Indemnity Corporation

(Surety) (Seal)

Ric W. Stewart (Title) Attorney-In-Fact

VOL 50 PG 510

Capitol INDEMNITY CORPORATION

4610 UNIVERSITY AVENUE, SUITE 1400, MADISON, WISCONSIN 53705-0900
PLEASE ADDRESS REPLY TO P O BOX 5900 MADISON WI 53705-0900
PHONE (608) 231-4450 • FAX (608) 231-2029

POWER OF ATTORNEY

No. 453621

Know all men by these Presents, That the **CAPITOL INDEMNITY CORPORATION,** a corporation of the State of Wisconsin, having its principal offices in the City of Madison, Wisconsin, does make, constitute and appoint

——— JEANIE S. WILLIAMS, RIC WALDEN STEWART OR JOHN WILLIAM SCHULER ———

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

——— NOTTOEXCEED$3,000,000.00 ———

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

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

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested by its Secretary, this 1st day of June, 1993

CAPITOL INDEMNITY CORPORATION

Attest. Virgiline M. Schulte
Virgiline M Schulte, Secretary

CAPITOL INDEMNITY CORPORATION CORPORATE SEAL WI CONSIN

George A. Fait, President

STATE OF WISCONSIN }
COUNTY OF DANE }

On the 1st day of June, A D , 1993, before me personally came George A Fait, to me known, who being by me duly sworn, did depose and say that he resides in the County of Dane, State of Wisconsin, that he is the President of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order

STATE OF WISCONSIN }
COUNTY OF DANE }

STATE OF WISCONSIN PETER E HANS NOTARY PUBLIC

Peter E. Hans
Peter E Hans
Notary Public, Dane Co , WI
My Commission is Permanent

CERTIFICATE

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

Signed and sealed at the City of Madison Dated the 19th day of February , 19 98

CAPITOL INDEMNITY CORPORATION CORPORATE SEAL WI CONSIN

Paul J Breitweder
Paul J Breitweder, Treasurer

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

CERTIFICATE OF LIABILITY INSURANCE

ISIDE-1 02/25/98

VOL 50 PG 511

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
Eichlitz, Dennis, Wray & Westheimer Agency, Inc. 105 S. St. Mary's St., #1800 San Antonio TX 78205-2881 Robert B. Wray Phone No. 210-223-9171 Fax No. 210-223-2806	COMPANIES AFFORDING COVERAGE COMPANY A: CNA Insurance Company COMPANY B: Continental Casualty Co. COMPANY C: American Casualty Co. of COMPANY D:
INSURED I.S.I. Detention Contracting Group, Inc. 12903 Delivery Dr. San Antonio TX 78247	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR OWNER'S & CONTRACTOR'S PROT	B136957209	01/14/98	01/14/99	GENERAL AGGREGATE PRODUCTS - COMP/OP AGG PERSONAL & ADV INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person)	$2,000,000 $1,000,000 $1,000,000 $1,000,000 $50,000 $5,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	B136957212	01/14/98	01/14/99	COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000 $ $ $
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE	$ $ $
	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: INCL / EXCL	WCB143975476	01/14/98	01/14/99	WC STATUTORY LIMITS / OTHER EL EACH ACCIDENT EL DISEASE - POLICY LIMIT EL DISEASE - EA EMPLOYEE	$100000 $500000 $100000
A	OTHER Property Section	B136957209	01/14/98	01/14/99		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Job: Additions & Alterations to Upshur Co.,Justice Center,Gilmer,Tx. Certificate Holder & Dinosaur Valley Construction are named as Additional Insured with respects General & Auto Liability. Waiver of Subrogation applies to Auto Liability & Workers' Compensation policies in favor of same.

CERTIFICATE HOLDER

UPSHU-1

Upshur County Texas
Upshur County Courthouse
P. O. Box 730
Gilmer TX 75644

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Robert B. Wray

TREASURER'S MONTHLY REPORT

BY MYRA HARRIS COUNTY TREASURER

February 1 THROUGH February 28, 1998

	BEGINNING BALANCE	REVENUES	DISBURSEMENTS	ENDING BALANCE	INVESTMENTS REDEEMED	INVESTMENTS PURCHASED	DEMAND BALANCE	INVESTMENT BALANCE	TOTAL DEPOSITS
OPERATING ACCOUNT	9,546,696.69	2,059,783.03	1,070,294.25	10,536,185.47	1,459,758.78	2,430,000.00	73,970.59	10,462,214.88	10,536,185.47
INSURANCE ACCOUNT	344,694.940	123,848.65	38,635.73	429,907.86	150,000.00	295,000.00	31,907.86	398,000.00	429,907.86
IRC/125 ACCOUNT	9,670.00	10,762.46	12,646.68	7,785.78	0.00	0.00	7,785.78	0.00	7,785.78
INSURANCE CLEARING	60.00	15,559.98	15,619.98	0.00	0.00	0.00	0.00	0.00	0.00
TOTALS	9,901,121.63	2,209,954.12	1,137,196.64	10,973,879.11	1,609,758.78	2,725,000.00	113,664.23	10,860,214.88	10,973,879.11

INDEBTEDNESS

1997 CERTIFICATES OF OBLIGATION	3,340,000.00
REFUNDING BONDS SERIES 1997	1,045,000.00
ROAD & BRIDGE #2/WHEEL LOADER	1,495.76
ROAD & BRIDGE #2/TRACTOR BACKHOE	11,475.81
ROAD & BRIDGE #2/MOTOR GRADER	88,081.69
ROAD & BRIDGE #1/TRACTOR & MOWER	12,408.59
ROAD & BRIDGE #1/WHEEL LOADER & BACKHOE	33,729.55
ROAD & BRIDGE #1/MOTOR GRADER	89,023.36
Bank Property	198,687.88
TOTAL INDEBTEDNESS	4,819.902.64

(INVESTMENT REGISTER ON BACK)

The above information is found to be true and correct.

County Judge, Charles L. Stitt

Commissioner, Pct. 1, Gaddis Lindsey

Commissioner, Pct. 2, Tommy Stanley

Commissioner, Pct. 3, Rick Jackson

Commissioner, Pct. 4, Charles K. Thompson

Submitted under the provision of the Local Government Code Section 114.026

Myra Harris, County Treasurer

VOL 50 PG 512

FILED
FEB 28 1998
COUNTY CLERK
FRISCO COUNTY, TX
BY

VOL 50 PG 513

UPSHUR COUNTY INVESTMENT ACTIVITY FOR FEBRUARY 1998

AMOUNT	PURCHASED	% RATE	DAYS INVESTED	MATURITY	FEBRUARY INTEREST	TOTAL INTEREST
3,000,000.00	12/30/97	5.91	62	03/02/98	15,058.36	30,116.72
209,758.79	01/27/98	5.65	14	02/10/98	454.57	454.57
156,318.55	01/27/98	5.65	259	10/13/98	750.11	750.11
50,000.00	12/31/97	5.91	36	02/05/98	291.45	291.45
30,000.00	01/20/98	5.76	150	06/19/98	146.76	146.76
100,000.00	01/22/98	5.82	28	02/19/98	446.47	446.47
73,000.00	01/06/98	5.76	149	06/04/98	357.12	357.12
105,000.00	02/03/98	5.72	155	07/08/98		0.00
70,000.00	02/05/98	5.72	35	03/12/98		0.00
120,000.00	02/19/98	5.70	15	03/06/98		0.00
500,000.00	02/05/97	5.52	369	02/09/98		9,245.56
550,000.00	11/10/97	5.76	119	03/09/98	2,690.63	7,985.10
500,000.00	10/31/97	5.71	119	02/27/98	2,111.92	9,308.08
400,000.00	11/26/97	5.82	117	03/23/98	1,977.21	5,867.84
400,000.00	12/08/97	5.82	126	04/13/98	1,977.21	3,954.42
125,000.00	12/31/97	5.91	117	04/27/98	566.71	1,194.14
300,000.00	01/05/98	5.91	126	05/11/98	1,505.84	1,505.84
250,000.00	01/12/98	5.76	134	05/26/98	1,223.01	1,223.01
300,000.00	01/20/98	5.76	139	06/08/98	1,467.62	1,467.62
550,000.00	01/30/98	5.65	164	07/13/98	2,468.97	2,468.97
500,000.00	12/23/97	6.81	12 Mo.	12/23/98	2,891.92	5,783.84
400,000.00	01/27/98	5.65	154	06/30/98	1,919.45	1,919.45
600,000.00	02/03/98	5.72	174	07/27/98		0.00
450,000.00	02/06/98	5.72	206	08/31/98		0.00
600,000.00	02/09/98	5.72	233	09/30/98		0.00
350,000.00	02/17/98	5.70	174	08/10/98		0.00
150,000.00	02/27/98	5.66	31	03/30/98		0.00
250,000.00	09/16/97	5.71	160	02/23/98	1,486.16	6,257.54
280,000.00	02/23/98	5.70	119	06/22/98		0.00
1,100,896.33	10/21/97	7.15	18 mo.	04/21/99	6,685.31	26,525.58
12,469,973.67					46,476.80	117,270.19

VOL 50 PG 514

CMT COPY

Texas Department of Transportation
ROW-RTA-6 (Page 1 of 5)
9-96

FILED
REX A. SH
COUNTY CLERK
98 MAR -9 AM 11:30

REAL ESTATE APPRAISAL SHORT FORM REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property Parcel #14 FM 1845
Property Owner Mr. & Mrs. Edward E. Strickland
Address of Property Owner Rt. 1, Box 882
Occupant's Name Gilmer, Texas

Account
CSJ
Federal Project Number
Parcel 14
Highway FM 1845 County Upshur
Whole Taking ____ Partial Taking Yes

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired encumbered by an easements not be extinguished, less oil, as and sulphur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future.

Certificate of Appraiser

I hereby certify:
That it is my opinion the total compensation for the acquisition of the herein described property is $ 13,460.00 as of Jan. 8, 1998, based upon my independent appraisal and the exercise of my professional judgment, that on Jan. 8, 1998, (date)(s). I personally inspected in the field the property herein appraised; that we afforded Mr. Edward Strickland, the property owner or the representative of the property owner, the opportunity to accompany me at the time of the inspection,

The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on inspected on June 10, 1997, (date)(s);

That I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the officials of the Texas Department of Transportation or officials of the Federal highway Administration until authorized by State Officials to do so, or until I am required to do so by process of law or until I am released from this obligation by having publicly testified to such findings;

That my compensation is not contingent upon the reporting of a predetermined value of direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

I certify that, to the best of my knowledge and belief:

That the statements of fact contained in this report are true and correct;

That the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions;

That I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved. and,

That my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement for which subject property is to be acquired or by the likelihood that the property would be acquired for such improvement, other than that due to the physical deterioration within the reasonable control of the owner has bee disregarded in estimating the compensation for the property.

Appraiser's Signature, Dwayne Lemmon, IFA, CA-S

TX 1322842G Date 2/27/98
Certification Number

To the best of my knowledge, the value does not include any items which are compensable under the State Law but are not eligible Federal reimbursement.

P. M. Brown, ASA, CRA

District Reviewing Appraiser

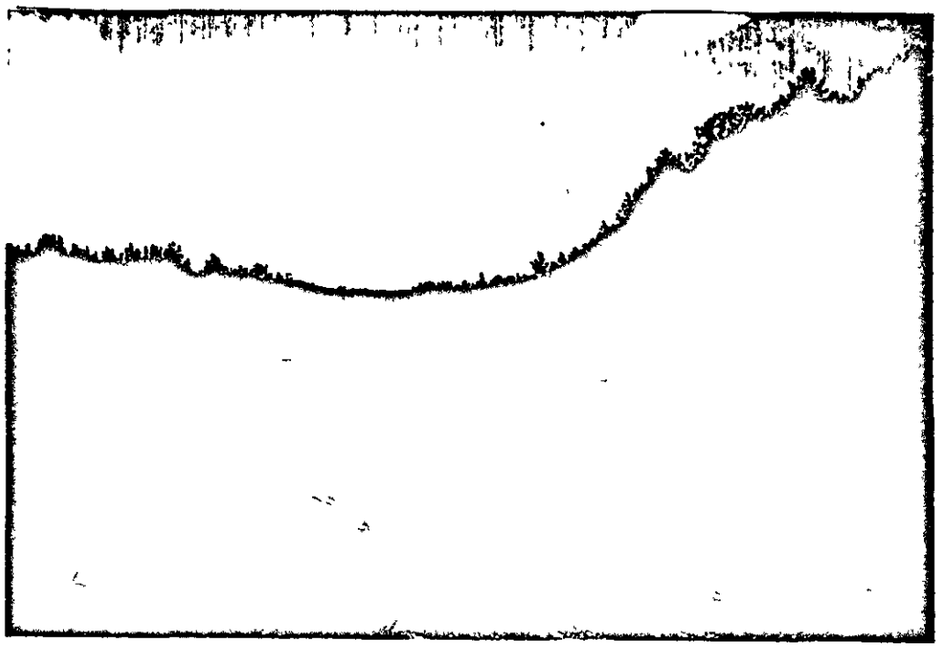
Texas Department of Transportation
ROW-RTA-6 (Page 2 of 5)
9-96

VOL 50 PG 515

PHOTOGRAPHS OF SUBJECT PROPERTY
Include All Improvements

Parcel No 14 Local Address Rt 1, Box 882, Gilmer Texas
Taken By: Dwayne Lemmon

1. Point from which taken near South Property Line NE @ Taking



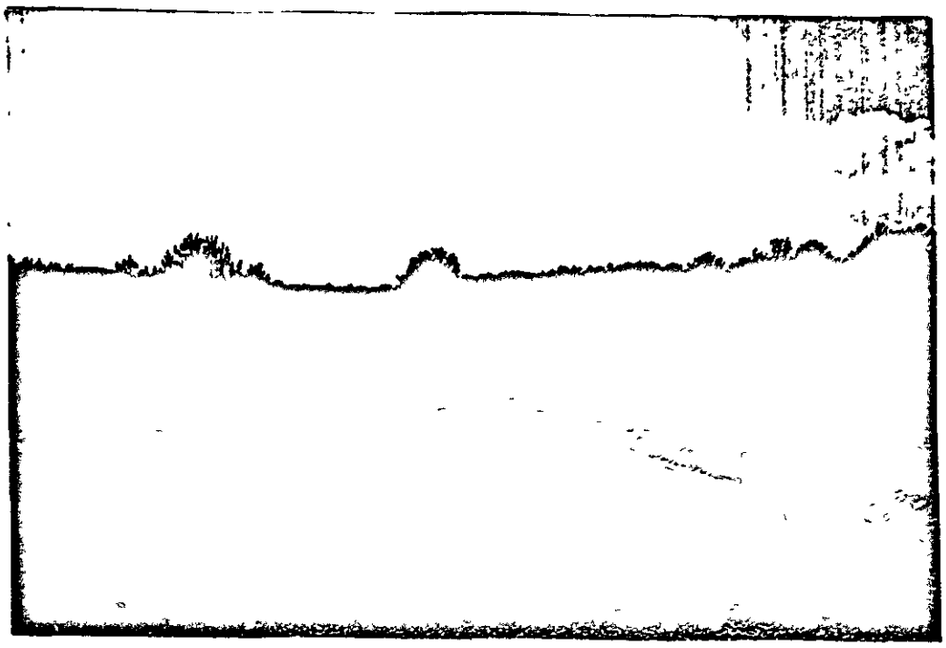
2 Point from which taken near Parcel 10 W @ "Select Fill" pit

VOL 50 PG 516

Texas Department of Transportation
ROW-RTA-6 (Page 2 of 5)
9-96

PHOTOGRAPHS OF SUBJECT PROPERTY
Include All Improvements

Parcel No 14 Local Address Rt 1, Box 882, Gilmer Texas
Taken By: Dwayne Lemmon



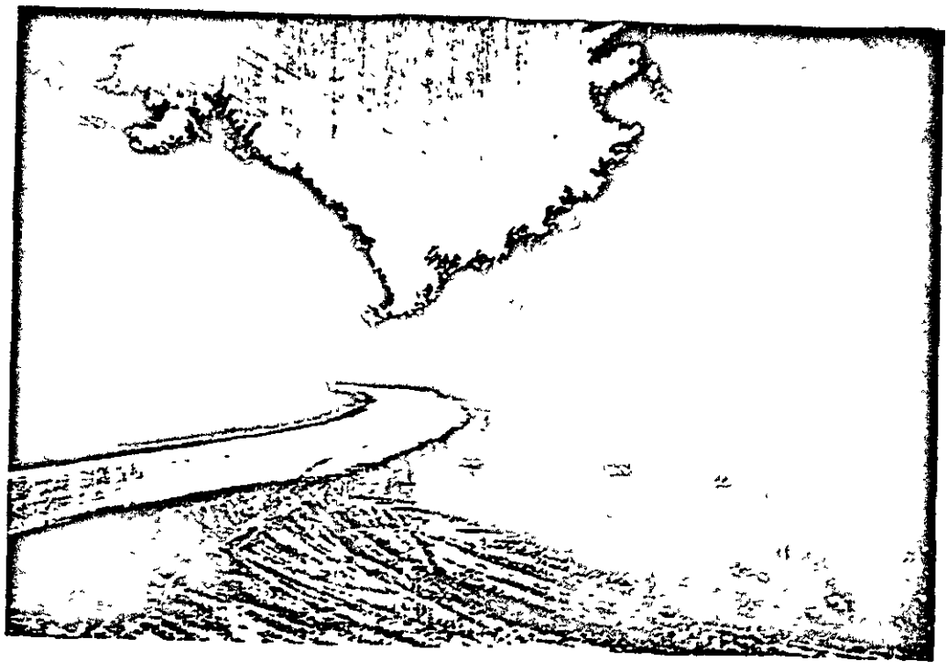
2. Point from which taken West of FM 1845

VOL 50 PG 517

PHOTOGRAPHS OF SUBJECT PROPERTY
Include All Improvements

Parcel No 14 Local Address Rt 1, Box 882, Gilmer Texas
Taken By: Dwayne Lemmon

1. Point from which taken Street Scene to South



VOL 50 PG 518

DESCRIPTION OF PROPERTY

AREA OR NEIGHBORHOOD ANALYSIS.
See Attached Sheet

SITE ANALYSIS: (Attach Parcel Sketch)
Five Year Sales History. See Attached Sheet
Legal Description See Attached Sheet
Improvements See Attached Sheet

HIGHEST AND BEST USE ANALYSIS
See Attached Sheet

VALUATION OF PART TO BE ACQUIRED

LAND VALUATION
Representative Comparable Sales

Subject:	Comp No. 1	Comp No 2	Comp No. 3
Grantor:	Bill Spear	Frank Park	D & W. Development
Grantee:	Bill Higgenbotham	S. Carrington	Edward Strickland
Date:	10/16/96	4/5/95	11/18/92
Unit Price:	$1000/acre	$1670/acre	$1000/acre
Relative Loc:	App 2 mi South	App2 mi SE	Same as subject
Cond of Sale:	Unknown	Unknown	Unknown
Date of Sale:	10/96	4/5/95	11/92
Location:	Rural	Rural	Rural
Size:54 363 ac	20 239 acs	16 475 acs	26 31 acs
Topo:	Rolling	Good	Rolling
Access:	Oil CR	Oil CR	Oil CR
Condition:	Timber	Timber	Unmined Gravel
Indicated Unit Value:	$1000/ac	$ 1650/ac	$1000 /ac

Gravel Sales based on 83 Ac Fouke Estate Sale, January 1998. Sold for $137,500.00, $1,657 acre which has some 10 acres of good road gravel. Gravel estimated at $650.00 per acre and Sale #2 which sold for $1650 per acre with good timber.

Texas Department of Transportation
ROW-RTA-6 (Page 5 of 5)
9-96

Land 6.586 (acre)@$1000 per acre/sf Acre		$ 6,586.00
TE 0.443 @ $1000.00 per acre x 10% 3 years		$ 135.00
Improvements None	**Total Taking**	$ 6,721.00

TOTAL ESTIMATED VALUE	$ 6,721.00
Cost to Cure Damages 6.586 AC Gravel @657.00	$ 4,327.00
Estimated Total Compensation	$ 11,048.00
Say	$11,050.00 **Rounded**
3 1/2 acres gravel at $650.00 Additional	$ 2,275.00

TEMPORARY EASEMENT:

0.443 X $1000.00 X 10% X 3 YR = $135.00 (r)

TOTAL COMPENSATION DUE: $13,460.00

VOL 50 PG 520

COUNTY: UPSHUR
HIGHWAY: FM 1845
FROM: FM 726
TO: 0.6 MI. N. OF FM 1844
CSJ NO. 1763-1-6

FIELD NOTES FOR PARCEL 14

Being 6.586 acres of land, more or less, being part of a 54.363 acre residual tract out of a certain 56.2 acre tract of land described in a deed dated May 10, 1991 from Patricia H. Florence to Edward E. Stricklin, et ux, recorded in Volume 83, Page 533, Official Records of Upshur County (O.R.U.C.), and in a deed dated November 18, 1992 from D & W Development Co., Inc. to Edward Stricklin, et ux, recorded in Volume 121, Page 23, O.R U.C., subject tract being situated in the William King Survey, Abstract No. 264, Upshur County, Texas; said 6.586 acres of land being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found for the southeast corner of said 54.363 acre tract and also being the southwest corner of a certain 1.837 acre tract described in deed dated June 2, 1988 to City of East Mountain, Texas, recorded in Volume 11, Page 297, O R U C., THENCE as follows:

N 01°44'12" W, along the common line of said 54.363 acre tract and of said 1 837 acre tract, distance of 612 15 feet to a 3/8 inch iron rod with cap set in the proposed southwest right-of-way line of FM 1845 for the POINT OF BEGINNING of the herein described tract, said point being 163 98 feet right and radial from the proposed survey centerline, hereinafter referred to as the "survey centerline" at survey station 258+07 29,

1.) THENCE N 60°46'23" W, along the proposed southwest right-of-way line of said FM 1845, a distance of 686.03 feet to a concrete right-of-way marker with bronze disk (Type II) set for an angle point, said point being 110 00 feet right and radial from survey centerline station 250+65 81,

2.) THENCE N 78°20'51" W, continuing along the proposed southwest right-of-way line of said FM 1845, a distance of 566.16 feet to a concrete right-of-way marker (Type I) found for an angle point; said point being 130.00 feet right at a right angle from survey centerline station 245+00 00;

3.) THENCE N 74°43'54" W, continuing along the proposed southwest right-of-way line of said FM 1845, a distance of 360 09 feet to a concrete right-of-way marker with bronze disk (Type II) found for an angle point; said point being 120 00 feet right and radial from survey centerline station 241+40 05;

4.) THENCE N 67°10'16" W, continuing along the proposed southwest right-of-way line of said FM 1845, a distance of 420 18 feet to a concrete right-of-way marker with bronze disk (Type II) found for an angle point, said point being 110 00 feet right and radial from survey centerline station 237+50 00,

5.) THENCE N 56°43'16" W, continuing along the proposed southwest right-of-way line of said FM 1845, a distance of 130.72 feet to a 3/8 inch iron rod with cap set in the common east line of a 60 feet wide ingress and egress roadway easement and of a certain 35.33 acre tract of land both described in a deed dated December 2, 1982 from Gene Dassonville to Ronald C King, recorded in Volume 437, Page 854, Upshur County Deed Records; said point being 106.42 feet right and radial from survey centerline station 236+28.47;

6.) THENCE N 01°12'59" W, along the common line of said 35.33 acre tract and of said 54 363 acre tract, a distance of 95.28 feet to a 3/8 inch iron rod with cap set in the existing southwest right-of-way line of said FM 1845 (80 feet wide) said point being in a curve to the left whose center bears N 32°43'42" E, 1342.18 feet, said point being 29.75 feet right and radial from survey centerline station 235+74 44,

7.) THENCE along the existing southwest right-of-way line of said FM 1845 and around said curve to the left with a radius of 1342.18 feet, a central angle of 19°06'11", an arc length of 447.49 feet, and a chord which bears S 66°49'23" E, 445 42 feet to a 3/8 inch iron rod with cap set for the point of tangency; said point being 3.94 feet left and radial from survey centerline station 240+16.41,

8.) THENCE S 76°22'28" E, along the existing southwest right-of-way line of said FM 1845, a distance of 1061.80 feet to a 3/8 inch iron rod with cap set for the point of curvature of a curve to the right; said point being 10 25 feet left and radial from survey centerline station 250+78.63;

9.) THENCE in a southeasterly direction along the existing southwest right-of-way line of said FM 1845 and around said curve to the right with a radius of 1869.86 feet, a central angle of 18°24'11", an arc length of 600.59 feet, and a chord bears S 67°10'23" E, 598.01 feet to a 3/8 inch iron rod with cap set (from which a found 5/8 inch iron rod bears N 01°44'12" W, 5.76 feet) in the west line of the above mentioned 1 837 acre tract; said point being 12 24 feet left and radial from survey centerline station 256+75 56;

10.) THENCE S 01°44'12" E, along the common line of said 54.363 acre tract and of said 1.837 acre tract, a distance of 216.82 feet to the POINT OF BEGINNING and containing 6.586 acres of land, more or less

BASIS OF BEARINGS- Texas Department of Transportation Right-of-Way Map for FM 1845.

This description is based on the Right-of-Way Map of FM 1845, and the individual plat titled "PARCEL NO 14", made by Leo M. Delatorre, Registered Professional Land Surveyor on April 10, 1996.

COUNTY: UPSHUR
HIGHWAY: FM 1845
FROM FM 726
TO. 0.6 MI. N. OF FM 1844
CSJ NO. 1763-1-6

FIELD NOTES FOR PARCEL 14TE

Being 0 443 acres of land, more or less, being part of a 54 363 acre residual tract of land out of a certain 56 2 acre tract described in a deed dated May 10, 1991 from Patricia H. Florence to Edward E. Stricklin, et ux, recorded in Volume 83, Page 533, Official Records of Upshur County (O R.U C), and in a deed dated November 18, 1992 from D & W Development Co , Inc to Edward Stricklin, et ux, recorded in Volume 121, Page 23, O R.U.C , subject tract being situated in the William King Survey, Abstract No 264, Upshur County, Texas; said 0 443 acres of land being more particularly described as follows

COMMENCING at a 1/2 inch iron rod found in the east line of a 60 feet wide ingress and egress roadway easement and of a certain 35.33 acre tract of land both described in a deed dated December 2, 1982 from Gene Dassonville to Ronald C King, recorded in Volume 437, Page 854, Upshur County Deed Records (U C D R.), for the southwest corner of said 54 363 acre residual tract;

N 01°12'59" W, along the west line of said 54.363 acre tract and the east line of said 35.33 acre tract, a distance of 1175.13 feet to a 3/8 inch iron rod with cap set for the southwest corner and POINT OF BEGINNING of the herein described tract, said point being 354 28 feet right and radial from the proposed survey centerline of FM 1845, hereinafter referred to as the "survey centerline", at survey centerline station 237+65.05;

1.) THENCE N 01°12'59" W, continuing along the common line of said 35.33 acre tract and of said 54.363 acre tract, a distance of 293.96 feet to a 3/8 inch iron rod with cap set in the proposed southwest right-of-way line of FM 1845, said point being 106.42 feet right and radial from survey centerline station 236+28.47;

2.) THENCE S 56°43'16" E, along the proposed southwest right of way line of said FM 1845, a distance of 101.61 feet to a 3/8 inch iron rod with cap set in the east line of a proposed temporary construction easement for the northeast corner of the herein described tract; said point being 108.24 feet right and radial from survey centerline station 237+23.00;

EXHIBIT "A"
Page 1 of 2 Pages

VOL 50 PG 524

CONTRACT FOR APPRAISAL SERVICES

FILED
REX A. SHAW
COUNTY CLERK
97 APR 14 PM 3:55
UPSHUR COUNTY, TEXAS
BY _____ DEPUTY

COUNTY	Upshur
CSJ	1763-1-6
HIGHWAY	FM 1845
LIMITS	From FM 726 To 0.6 Mi. North of FM 1844

Upshur County, in making its request for appraisal reports, will expect the Appraiser to comply with all Federal, State and local laws and ordinances applicable to the work.

The Appraiser agrees that he will make a personal inspection of each parcel to be appraised and that he will prepare the appraisal independent of any other appraiser employed by the County for the same work. It is agreed that appraisal information concerning the property assigned for appraisal services whether contained within the appraisal report to the County or not is to be treated as confidential and a breach of such confidence by the Appraiser, except on written authorization by the County or upon proper order of the court, shall be considered a material breach of this contract. The Appraiser expressly agrees not to sublet or transfer any of the appraisal work assigned under the provisions of this contact unless provided for herein, and that any such assignment or transfer shall be considered a material breach of contract.

The Appraiser, by signing this agreement, certifies that neither he nor any employee in his service has, directly or indirectly, any financial or personal interest in or to any tract, piece or parcel of land included within the limits of subject project.

From the date of this assignment, the Appraiser shall thereafter, within a reasonable time and in no event more than 45 days from date of assignment, furnish his appraisal report for Parcel No. 14 & 14TE to the County. This report is to be prepared in triplicate on designated appraisal report forms and is to set forth the Appraiser's estimate of just compensation for said parcel. The agreed lump sum fee for this report is $750.00. Agreed to on this the _____ day of April, 1997.

The Appraiser agrees, upon the County's request, to make preparation for Court testimony and appear in court to testify, in support of his appraisal, for a fee of $300.00 per day.

P. M. Brown, Appraiser

Charles L. Still
Upshur County Judge

VOL 50 PG 525 (14)

132—WARRANTY DEED (BY CORPORATION) WITH VENDOR'S LIEN 006531 TEXAS STANDARD FORM

9926-92-U/dr/Stricklin

VOL 121 PG 23

The State of Texas, } **Know All Men by These Presents:**

County of UPSHUR

That It, D & W DEVELOPMENT CO., INC., acting herein by and through its duly authorized officer,
a Corporation, duly organized and existing under the Laws of the State of Texas

for and in consideration of the sum of TEN AND NO/100——————($10.00)——————

——————DOLLARS

and other good and valuable consideration
to it paid, and secured to be paid, by EDWARD STRICKLIN and wife, MELANIE STRICKLIN,
whose mailing address is: Route 1, Box 882, Gilmer, Texas 75644

as follows:

THE FURTHER CONSIDERATION of the execution and delivery by the Grantee(s) herein of one certain promissory note of even date herewith in the principal sum of $19,374.44, together with interest as stated therein, payable to the order of SPRING HILL STATE BANK, payable as therein provided. It is understood and agreed that the above described note evidences money advanced by SPRING HILL STATE BANK, at the special instance and request of the Grantee(s) herein, and paid to Grantor(s) as part of the purchase price for the property herein described and secured by a Deed of Trust of even date herewith executed by Grantee(s) to ROBERT A. GADDIS, Trustee, for the benefit of SPRING HILL STATE BANK; and in consideration of the advancement of that portion of the purchase price of the hereinafter described real property, the Superior Title to the land herein conveyed and the Vendor's Lien securing said note are hereby expressly conveyed to SPRING HILL STATE BANK;

has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey, unto the said

EDWARD STRICKLIN and wife, MELANIE STRICKLIN,

of the County of Upshur State of Texas all that certain 28.15 acres of land (SAVE & EXCEPT 1.837 acres) located in the WM. KING H.R. SURVEY, A-264, Upshur County, Texas, and being more particularly described in EXHIBIT A attached hereto and made a part hereof. SURFACE TITLE ONLY.

Grantor herein reserves unto itself, its successors and/or assigns, all of the right, title and interest, which Grantor may now possess, in and to all of the oil, gas or other minerals in, on or under the property hereinabove described.

This conveyance is expressly made and accepted subject to any and all restrictions, covenants, conditions, easements, zoning laws, regulations, ordinances of municipal and other governmental authorities and reservations, including but not limited to, minerals previously reserved or conveyed, if any, relating to the property conveyed but only to the extent that they are still in effect.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said

EDWARD STRICKLIN and wife, MELANIE STRICKLIN, their

heirs and assigns forever and the said Corporation does hereby bind itself, its successors and assigns, to Warrant and Forever Defend, all and singular the said premises unto the said

EDWARD STRICKLIN and wife, MELANIE STRICKLIN, their

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described note , and all interest thereon are fully paid according to its face and tenor, effect and reading, when this deed shall become absolute.

IN WITNESS WHEREOF, the said Corporation has caused these presents to be signed by its duly authorized officers and to be sealed with the Seal of the Corporation, at Longview, Texas

this 18th. day of November. A. D. 1992

Attest: D & W DEVELOPMENT CO., INC.
By

——————— Secretary. Zach E. Wallace President.

(Seal)

VOL. 50 PG. 526

VOL. 721 PG. 24

Mailing address of grantee:

Name: Edward Stricklin and wife, Melanie Stricklin
Address: Route 1, Box 882
Gilmer, Texas 75644

STATE OF TEXAS
COUNTY OF GREGG

(Corporate Acknowledgment)

This instrument was acknowledged before me on the 18th day of Nov. 1992

by Jack F. Williams
of D & W Development Co., Inc.
a Texas corporation, on behalf of said corporation.

My commission expires:

JULIA HENSON
NOTARY PUBLIC
STATE OF TEXAS
Commission Expires 7 20 95

Notary Public, State of Texas
Notary's printed name:

County Clerk's Memo
Portions of this document not reproducible when recorded

152

Warranty Deed
(BY CORPORATION)
WITH VENDOR'S LIEN

FROM

TO

FILED FOR RECORD

This day of A D 19

at o'clock M.

County Clerk

By Deputy

RECORDED

A D 19

In County Records

In Book on Page

County Clerk

By Deputy

Recording Fee $

This instrument should be filed immediately with the County Clerk for record

WHEN RECORDED RETURN TO

The Odee Company Dallas, TX 75238

VOL. 50 PG. 527

VOL. 121 PG. 25

EXHIBIT A

All that certain lot, tract or parcel of land, being 28.15 acres of land located in the WM. KING H.R. SURVEY, A-264, Upshur County, Texas, and said 28.15 acres being a part of a 100 acre tract as described in Deed from Elton F. Wilburn to Billy Don Thomas, dated April 9, 1976, filed for record April 12, 1976 under File No. 2015, Deed Records, Upshur County, Texas, and said 28.15 acres being more particularly described as follows:
BEGINNING at a 3/8" iron rod at the occupied SEC of above mentioned 100 acre tract;
THENCE S 89 deg. 56' W 1186.10 feet along a cut line on the SBL of said 100 acre tract to a 3/8" iron rod in same in corner;
THENCE N 1238.7 feet to a 3/8" iron rod in S ROW line of a county road for corner;
THENCE S 74 deg. 16' E 556.7 feet along the S ROW line of said county road to the beginning of a curve to the right;
THENCE S 63 deg. 32' E 729.7 feet along the chord of a curve to the right on S ROW line of said county road to a 3/8" iron rod in same for corner;
THENCE S 00 deg. 13' W 761.0 feet along a cut line on EBL of said 100 acre tract to the PLACE OF BEGINNING of herein described tract and containing 28.15 acres of land. SURFACE TITLE ONLY.

SAVE & EXCEPT:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE WILLIAM KING SURVEY, UPSHUR COUNTY, TEXAS, BEING 1.837 ACRES OUT OF A 28.15 ACRE TRACT DESCRIBED IN A DEED OF TRUST RECORDED IN VOLUME 168, PAGE 810, DEED OF TRUST RECORDS, UPSHUR COUNTY, TEXAS, SAID 1.837 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS:
BEGINNING at a 3/8" iron rod found for the Southeast corner of said 28.15 acre tract, same being the Southeast corner of the herein described tract;
THENCE South 89°56'00" West, 100.00 feet along the South boundary line of said 28.15 acre tract to a ½ inch iron rod set in the South boundary line of Main Street, from which point the radius point of a curve bears South 33°37'02" West, 1960.00 feet;
THENCE in a Southeasterly direction 122.38 feet along the South boundary line of Main Street, said line being a curve with a radius of 1960.00 feet, to a 3/8 inch iron rod found for the Northeast corner of said 28.15 acre tract and this tract, from which point the radius point of said curve bears South 37°11'41" West, 1960.00 feet;
THENCE SOUTH 00°13'00" West, 763.80 feet, along the East line of said 28.15 acre tract, to the POINT OF BEGINNING, and containing 1.837 acres of land.

VOL. 50 PG. 528

Texas Department of Transportation
ROW-RT-5S
9-96

ROW Account _____
Parcel No. _____
Highway _____
County _____

COMPARABLE DATA SUPPLEMENT

Land Sale ____ Improved Sale ____ Rental Data ____

PHOTOGRAPH

Grantor/Lessor Fouke Estates Grantor/Lessee Perry Steitler
Date 12/15/97 Recording Information _____ Key Map _____
Address Sorsby Road, Texarkana _____ Zip Code _____
Legal Description E. H. Tarrant HRS, A-961 Actual Price $137,500.00
Verified Grantor
Terms and Conditions of Sale Cash Rental Data N/A
Land Size 83.0 Acres Unit Price As Improved N/A, Unimproved 1650/Ac
Type Street Sorsby Road, Paved Utilities Electricity
Improvement (s) Description N/A Improvement (s) Size N/A (GBA) _____
Condition and Functional Design N/A
Current Use Vacant Land
Highest and Best Use: Gravel and Timber
Date of Inspection _____ Zoning N/A
Attach Additional Information _____

Appraisers P. M. Brown and Dwayne Lemmon Date 2/27/98

VOL 50 PG 529

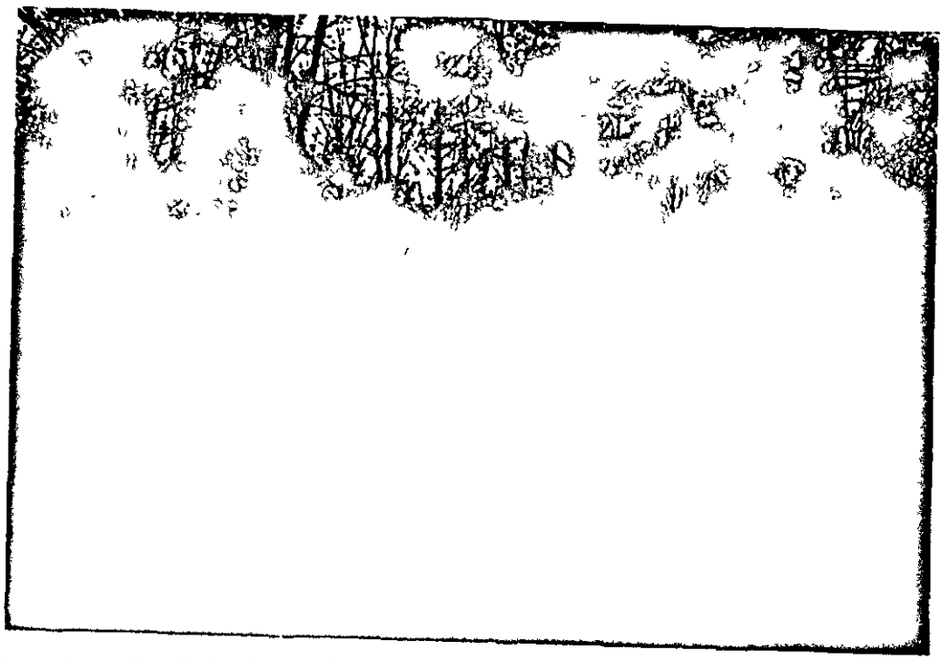
Texas Department of Transportation
ROW-RT-5S
9-96

ROW Account _____
Parcel No. _____
Highway _____
County _____

COMPARABLE DATA SUPPLEMENT

Land Sale ____ Improved Sale ____ Rental Data ____

PHOTOGRAPH



Grantor/Lessor D & W. Development Company Grantor/Lessee Edward Strickland, et ux
Date 11/18/98 Recording Information 121/23 Key Map _____
Address West Mountain Road, Gilmer, Texas Zip Code _____
Legal Description William King HRS. A-264
Confirmed Price $26,000.00 Verified Zack Williams, Grantor
Terms and Conditions of Sale Unknown
Rental Data N/A
Land Size 26.31 Ac Unit Price as Vacant $1000/Ac (Rd)
Type Street Oiled CR
Utilities Electricity, Telephone, & Water Available
Improvement (s) Description N/A Improvement (s) Size N/A (GBA) _____
(NRA) Unit Price as Improved $N/A
Condition and Functional Design N/A
Current Use Gravel Pit
Intended Use Same
Date of Inspection 1/12/98 Zoning N/A Flood Plain N/A
Attach Additional Information _____

Appraisers P. M. Brown and Dwayne Lemmon Date 2/11/98

VOL 50 PG 530

PROFFESIONAL QUALIFICATIONS
DWAYNE LEMMON, IFA, CA-S
(State Certified - TX 1322842-G and TX 1321872-R)

EDUCATION

East Texas State University, Texarkana TX - M.S. - Business Admin
East Texas Baptist College, Marshall TX - B.S. - Business Admin

Appraisal Courses/Seminars:

American Institute of real Estate Appraisers, Course I
Society of Real Estate Appraisers, Course 201, Income Appraisal
NAIFA, Course 2.1A, Income Appraisal
NAIFA, Course 2.1B, Income Appraisal
NAIFA, course 2.0, Financial Analysis of Income Properties
Review Appraisal School by O. R. Colan & Associates
Real Estate Investments at ETSU-T
Real Estate Appraisal - Single Family Appraisal at ETSU-T
IR/WA Condemation Seminar
IR/WA Right of Way Seminars
Attorney General Condemnation Seminars
NAIFA Relocation Appraisal School and PHK Homequity Relocation Appraisal School

PROFESSIONAL EXPERIENCE

Appraiser/Review Appraiser for SDH&PT, Atlanta TX - 23 years
Appraiser for East Texas Appraisal Service, Longview TX, as Head of Commercial Department
Own and operate Dwayne Lemmon Appraisal Services - May 1984
Approved Appraiser for various districts of SDH&PT
Approved Appraiser for Dallas Area Rapid Transit, Dallas TX
Approved Appraiser for FHA, Shreveport LA
Approved Appraiser for Homequity, Dallas, Danbury CT and Walnut Creek CA
Licensed Broker - State of Texas #327435-19

PROFESSIONAL MEMBERSHIPS

National Association of Ind. Fee Appraisers with IFA Designation
American Association of Certified Appraisers with CA-S Designation
Member of International Right of Way Association

CLIENTS SERVED-PARTIAL LIST

Longview TX
Allied Bank
East Texas Bank and Trust
North Town National Bank
Troy and Nichols
First National Mortgage
First Realty

Atlanta TX
Atlanta Federal Savings & Loan
Atlanta National Bank
First National Bank of Atlanta

Other
State Department of Highways; various districts throughout state
Gulfo, Inc., Oklahoma City OK
City of Marshall, City of Jefferson, City of Mount Pleasant, City of Corpus Christi, etc.
County of Cass, Henderson, Harrison, Titus, Upshur, Camp
Bank of Oklahoma and various other relocation companies
Homequity, Dallas TX, Danbury CT, and Walnut Creek CA
Bloomburg State Bank
First National Bank of Linden
PHH US Mortgage Corporation, Cherry Hill NJ
Independence Mortgage, Dallas TX
Bowie Cass REA, Douglassville TX
National Gas Pipeline Company of America

VOL 50 PG 531

TEXAS APPRAISER LICENSING AND CERTIFICATION BOARD

BE IT KNOWN THAT

DWAYNE LEMMON

HAVING PROVIDED SATISFACTORY EVIDENCE OF THE QUALIFICATIONS REQUIRED BY THE TEXAS APPRAISER LICENSING AND CERTIFICATION ACT, ARTICLE 6573a.2, VERNON'S TEXAS CIVIL STATUTES, IS AUTHORIZED TO USE THE TITLE

STATE CERTIFIED GENERAL REAL ESTATE APPRAISER

Number: TX-1322842-G

Date of Issue: March 6, 1996

Date of Expiration: April 30, 1998

In Witness Thereof

A. E. Nelson, Jr., Chair

Renil C. Liner, Commissioner

VOL 50 PG 532

RESUME OF QUALIFICATIONS
P. M. BROWN, ASA, CRA, MU

EDUCATION:

Graduate General Business Administration, Tyler Commercial College
Higher Accounting Texarkana Community College
Completed Management and Advanced Management, University of Texas
Science of Sufficient Service, Sheldon School of Chicago
Science of Mind Training with Pelman Institute, Neward, N. J.
Completed Appraisal Courses, Texarkana College
Seminars in Society of Real Estate Appraisers
American Society of Review Appraisers
Instructor of Real Estate Appraisal at East Texas University, Texarkana and Texarkana Community College for more than 16 years.

PROFESSIONAL MEMBERSHIPS:

Texarkana Board of Realtors
Past President TBR
Licensed Broker State of Texas
Texas Association of Realtors
Senior Member (ASA)
American Society of Real Estate Appraisers
President of Texarkana Chapter No 71
Charter Member (CRA)
American Society of Review and Mortgage Underwriters and Appraisers
Member (CMHA)
Certified Manufactured Housing Appraiser
Arkansas Society of Real Estate Appraisers
National Association of Realtors
Arkansas Association of Realtors
Past Secretary ASR
Past member of Board of Trustees,
Texas Real Estate Education Foundation

APPRAISAL SERVICES

Residences, Apartments, Town Houses, Condominiums, Commercials, Industrials, Motels, Airports, Shopping Centers, Hospitals, Rest Homes, Manufacturing Plants, Industrial Plants, Refineries, Gas Cracking Plant, Wholesale Distributing Plant, Coca Cola Plant, Dr. Pepper Plant, Marinas, Farms, Ranches, Estates and Commercial Projects in Texas, Oklahoma, Arkansas, Missouri, Mississippi, Louisiana, Tennessee, North Dakota, Alabama, and Washington State Motel and Hotel Appraisals for. Holiday Inn, Ramada Inn, Roadway Inn, Shoney's Inn, Carriage House, Continental Inn, Best Western Town House, Sheraton Inn, Howard Johnson, Kings Row Inn, in Arkansas, Texas, Oklahoma, Louisiana, and Tennessee Fee Appraisals for the State of Texas Highway Department in (9) counties since 1957. Corps of Engineers and the Justice Department for Dams and Reservoirs. Eight Naval Command Missile Tracking Station Sites. Eminent Domain Appraisals and Consultant

PERSONAL REFERENCES:

Jim and Moja Lindsey, P. O. Box 810, Redwood Valley, CA 95470-9667.
Frankie Bridges, Appraiser, First Federal Savings Bank of North Texas, 3517 Sowell Lane, Texarkana, Texas Phone # 903-832-3222.
Al Hinton, Retired College Professor at Texarkana College, Texarkana, Texas and Real Esate Appraiser and Broker, 2301 Moser Avenue, Texarkana, Texas
Dr. Billy Hinton, Professor at Texas A&M, Texarkana, Texas, 4002 Canadian, Texarkana, Texas, Phone #903-794-8333.
Mike Kinnard, Attorney, Magnolia, Arkansas.

P. M. BROWN, ASA, CRA, MU

INVOICE

VOL 50 PG 533

From:

P.M. Brown Real Estate Appraisers
2301 MOSER AVE
TEXARKANA, TX 75501

File Number	STILL

For Your Records

Date Received

Date Paid

Amount Paid:

Check No.

References.

To:

Attention: **CHARLES L. STILL**

CHARLES L. STILL
P.O. BOX 790
GILMER, TEXAS 75644

Inv. Date	Insp. Date	Appraiser	Client Case Number	Requested By	Tax ID No.	Phone Number	Fax Number
02/27/98	01/08/98	PMB	PARCEL #14 FM 1845	CHARLES L. STILL	1-75-1056207	794-3446	792-8991

PROPERTY

Purchaser/Borrower: MR. AND MRS. EDWARD E. STRICKLAND
Property Address: PARCEL #14 FM 1845
City: GILMER
County: UPSHER State: TEXAS Zip: 75644

INVOICE INFORMATION

Appraisal Fee Amount	$ 750.00
Mail or Handling Fee	$
Additional Charges 1	$
Additional Charges 2	$
Additional Charges 3	$
Sales Tax	$
Total Amount of Invoice	$ 750.00

	Reference	Date	Check No	Amount Received
1				$
2				$
3				$

Total Amount Received $

Balance Due $ 750.00

COMMENTS

Gaddis Lyndsey
Tommy Stanley

Please detach and include the bottom portion with your payment . . . Thank you !

Inv. Date	Insp. Date	Appraiser	Client Case Number	Requested By	File No.	Client Phone Number
02/27/98	01/08/98	PMB	PARCEL #14 FM 1845	CHARLES L. STILL	STILL	

From:

CHARLES L. STILL

CHARLES L. STILL
P.O. BOX 790
GILMER, TEXAS 75644

To:

Attention: **P.M. BROWN**

P.M. Brown Real Estate Appraisers
2301 MOSER AVE
TEXARKANA, TX 75501

REMITTANCE COPY

AMOUNT DUE

$ 750.00

AMOUNT ENCLOSED

$ _____

TERMS - Balance due upon receipt of invoice
Please return this portion with your payment. Thank you!

VOL 50 PG 534

98 MAR -9

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT NO.1

DATE March 4, 1998

Formal notice is hereby given that Jim Schell whose principal address is 23 Wildwood, Gilmer, Texas 75644 does hereby propose to place a Culvert within the ROW of County Road on Highland Dr. . The location and description of the proposed lines or appurtenences is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the 5th day of March, 19 98.

I, _____, hereby attest that I have read the conditions set forth in this application and understand it's contents. NAME_____TITLE_____

APPROVAL OF PERMIT APPLICATION

The Upshur County Commissioners Court offers no objections to the location on the right of way of your proposed_____ as shown by accompanying drawings and notice dated_____, except as noted below:

It is expressly understood that the Upshur County Commissioners Court does not purport, hereby, to grant any right, claim, title, or easement in or upon this county road; it is further understood that in the future should for any reason Upshur County need to work, improve, relocate, widen, increase, add to or in any manner change the structure of this right of way, this appurtenence, if affected, will be moved under the direction of the Upshur County Commissioners Court representative and shall be relocated at the complete expense of the owner within thirty (30) days upon receipt of notice from the Commissioners Court.

All work on the County right of way shall be performed in accordance with the Commissioners Court intructions. The installation shall not damage any part of the roadway and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners. Specifications for placing this line are as follows:

1. Barricades, warning signs, lights and flagmen when necessary shall be provided by the contractor or owner. One half of the traveled portion of the road must be open at all times.

2. All lines, where practicable, shall be located to cross roadbed at approximately right angles. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.

3. Parallel lines will be installed as near the right of way lines as possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the County Commissioners Court.

4. Overhead lines will have minimum clearance of 18 feet above the road surface at the point of crossing.

5. Operations along roadways shall be performed in such a manner that all excavated material be kept off the surface at all times, as well as all operating equipment and materials. No equipment or installation procedures will be used which will damage any road surface, roadbed, structures or other right of way feature. Any expenditure that is a direct result of this installation will be borne by owner of this line.

6. All lines under roads carrying pressure in excess of 50 psi shall be enclosed in satisfactory casing extending from the right of way line to right of way line. Pipe used for casing may be of any type approved by the County Engineer or Commissioners Court and shall be capable of supporting load of roadbed and traffic and shall be so constructed that there will be no leakage of any matter through casing for its entire length; Inside diameter of casing shall be at least 2 inches greater than the largest diameter of carrier pipe, joints or couplings.

7. All excavations within the right of way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material will be removed from the right of way and the excavation finished flush with surrounding natural ground.

8. All ground lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or borrow ditch. (Any material placed in county right of way by permit will be of a nature or composition that said line can be located with the use of a standard locator device used in locating buried cables and pipe.)

9. Lines crossing under roads and under cross roads within the right of way will be placed by boring. Boring shall extend from crown line to crown line. Gravity flow sewer lines under roadway will be cast iron or equivalent pipe.

10. Where evidence is presented indicating the impracticability of boring or tunnelling, the Commissioners Court may grant permission to cut the surface no wider than 4 inches. In the event a cut is permitted the following conditions will govern: (a) Excavation areas are to be filled and packed with compatible material. (b) The surfacing will be replaced with equivalent quality surfacing.

11. Notice will be given to the precinct Commissioner 48 hours prior to starting construction of the line in his precinct.

12. Where in the opinion of the Commissioners Court it may be necessary to protect losses incurred by damage to the roads, bridges or right of way structures, they may by action of the Court require a surety bond in an amount sufficient to cover any damages.

13. Where, in the opinion of the Commissioners Court, an inspector is necessary, the party receiving permit will bear the cost of the inspection.

APPROVED ON THIS _____ DAY OF _____, 19____

COUNTY JUDGE

COMMISSIONER PCT. 3

COMMISSIONER PCT. 1

COMMISSIONER PCT. 4

COMMISSIONER PCT. 2

VOL 50 PG 536

APPLICATION FOR FILLING ABANDONED WELL

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

RE: ABANDONED WELL OWNED BY NADINE HILL

604 DAVIS CIRCLE, BIG SANDY, TX. 75755

DAVIS CIRCLE NEXT TO BIG SANDY LAKE ROAD.

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

RESPECTFULLY YOURS,
x Nadine Hill

636-4553 CALL BEFORE YOU GO PLEASE AND SHE WILL SHOW YOU WHERE IT IS.

PRECINCT _____
DATE _____

APPROVED _____ REJECTED _____

Charles L. Still
CHARLES L. STILL, COUNTY JUDGE

Gaddis Lindsey
GADDIS LINDSEY, COMMISSIONER 1

Tommy Stanley
TOMMY STANLEY, COMMISSIONER 2

DAVID LOYD, COMMISSIONER 3

Charles K. Thompson
CHARLES K. THOMPSON, COMMISSIONER 4

98 DEC -9 PM 11:30

VOL. 50 PG. 537

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ()

The undersigned WILLIAMSON LOGGING, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 3, Upshur County, 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)

DIAL RD. AND TYLER ST.

2.

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

3.

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

4.

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

5.

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

6.

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

X Linda Williamson	C. L. Hall
First Party Signature	County Judge
P.. O. BOX 431	Gaddis Lindsey
Street or Box	Commissioner 1
ORE CITY, TX 75683	Sonny Stanley
City, State and Zip Code	Commissioner 2
968-6714	
Telephone	Commissioner 3
LARUE	
Timber Tract	Commissioner 4
3-5-98	
Date Signed	Date Signed

Permit issued for a period not to exceed 90 days.

FILED 6-APR-98 9:00 AM

VOL 50 PG 538

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ()

The undersigned ALLEN JOHNSTON, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 4, Upshur County, 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) DEER

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.

Allen Johnston	Charles L. Stell
First Party Signature	County Judge
312 E. HARRISON ST.	Gaddes Lusk
Street or Box	Commissioner 1
GILMER, TX. 75644	Jerry Stanley
City, State and Zip Code	Commissioner 2
903-843-4438	
Telephone	Commissioner 3
ANDERSON AND LANSDALE	
Timber Tract	Commissioner 4
2-27-98	
Date Signed	Date Signed

Permit issued for a period not to exceed 90 days.

98 MAR -5 AM 8:30

VOL. 50 PG. 539

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF UPSHUR ()

The undersigned FOREST RESOURCE RECOVERY, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 2, Upshur County, 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)

CLEMATIS AND DALHIA RD.

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.

First Party Signature	County Judge
RT. 1 BOX 307 Street or Box	Commissioner 1
QUEEN CITY, TX. 75561 City, State and Zip Code	Commissioner 2
903-728-5233 Telephone	Commissioner 3
BISHOP Timber Tract	Commissioner 4
3-5-98 Date Signed	Date Signed

Permit issued for a period not to exceed 90 days.

98 MAR -9 AM 11:30

VOL. 50 PG. 540

UPSHUR COUNTY LIBRARY MONTHLY REPORT
FOR THE MONTH OF FEBRUARY, 1998

REGISTRATION REPORT

Previous balance-----Cards	7,099	Individuals	16,745
Added from city--cards	19	Individuals	25
Added from county--cards	45	Individuals	120
Total added for month-cards	64	Individuals	145
CURRENT TOTAL-----CARDS	7,163	INDIVIDUALS	16,890

CATALOGING REPORT

Total holdings as of FEBRUARY 1, 1998			71,874
Adult books added----------	218		
Juvenile books added---------	178		
Total books added----------		396	
Non-book items added----------		17	
Total materials added----------			413
Books withdrawn----------	0		
Non-book items withdrawn-----	0		
Total withdrawn----------			0
Net Total materials added----------			413
TOTAL HOLDINGS TO DATE-----			72,287

VOL 50 PG 541

CIRCULATION REPORT

Materials circulated as of FEBRUARY 1, 1998		18,319
Adult books circulated-------	2,981	
Juvenile books circulated----	1,297	
Total books circulated----------		4,278
Pictures circulated----------	7	
Records circulated----------	0	
Adult cassette tapes---------	147	
Juvenile cassette tapes------	9	
Video tapes----------	94	
Magazines----------	44	
Puzzles----------	37	
Total non-book materials circulated-----		338
Interlibrary loans-books-----	20	
Non-book interlibrary loans--	8	
Total interlibrary loans----------		28
Total circulation for the month----		4,644
TOTAL CIRCULATION FOR THE YEAR-----		22,963

OTHER LIBRARY ACTIVITIES

Reference questions ----------	monthly	1,755	to date	9,632
Patrons entering library------	monthly	3,525	to date	18,443
Volunteer hours logged--------	monthly	56	to date	313
Use of conference room--------	monthly	15	to date	76
Use of Activity Center--------	monthly	28	to date	150
Library programs----------	monthly	4	to date	19
Attendance at programs--------	monthly	141	to date	1,310

VOL 50 PG 542

Date: 3-9-98

COMMISSIONER COURT
ATTENDENCE SHEET

Name	City of Residence
Jim Sheppard	White Oak
Teresa Wilburn	Gilmer
Mike Denman	Gilmer
Nancy Thompson	Gilmer
Debbie Wood	Big Sandy
Ernest Flippo	Gilmer
Dona Hugo	Gilmer
RD Cox	Gilmer
Russell Stewart	Gilmer
Myra Harris	Gilmer
Sally Williams	GILMER
Rick Castleberry	Gilmer
Larry Ward	Gilmer
Beverly Grim	Gilmer
Franklin Hambrick	"
Chuck Castleberry	Gilmer
Gary Lyons	Harmony
Wayne Royal	Gladewater
[illegible]	Longview News-Journal
Mac Overton	Mirror