

NOTICE OF MEETING
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
MONDAY, DECEMBER 11, 2000, 9:00 AM, REGULAR SESSION
UPSHUR COUNTY LIBRARY ANNEX, 700 W. TYLER ST., GILMER, TX.

1. Approve the minutes of previous meetings.
2. Consider any budget amendments and take action.
3. Consider approval of accounts payable and take action.
4. Consider approval of any payroll changes and take action.
5. Consider approval of Treasurers report and take action.
6. Open bids for Pct. 3 and Pct. 4 equipment.
7. Discuss early payroll and take any action necessary.
8. Hear from Vista Postage Machine Representative and any other interested parties and take any action necessary.
9. Discuss and take action on changing payroll to twice per month and take any action necessary such as setting payroll dates, etc.
10. Hear from Velma Clay concerning possibility of Upshur County to house Food Bank.
11. Hear from John Clement concerning jail.
12. Discuss and take action on combining Dec. 25th and Dec. 29th Commissioner Court meeting.
13. Discuss financial statements.
14. Consider accepting a bid on property struck off for taxes and take action.
15. Hear a report from the Delinquent Tax Attorney.
16. Accept for completion two resolutions concerning equivalent-match projects from TxDOT.
17. Accept for recording a notice from the Federal Aviation Administration on a study concerning the Gilmer antenna tower.

CO REC-7 (11) 3:20
 BY _____
 COUNTY CLERK



Rep. A. [Signature]
 County Clerk
 Upshur County, Texas

18. Notify Texas County and District Retirement Office of any or no changes in the retirement plan for 2001.
19. Hear from A. D. Klineman on formation of Ground Water Districts. 1. Why the need for districts and 2. The procedure for formation. Take any action needed.
20. Hear Wayne Arnold on a COG grant availability and take action if necessary.
21. Consider accepting for approval the subdivision specifications for the Hewitt Subdivision. Take any action necessary.
22. Consider approval and recording of an agreement between Upshur County and Henderson County to house their prisoners in the Upshur County Jail.
23. Approve payment of fencing on J. P. 3 property from Courthouse security funds.
24. Accept for recording the depositions of Shannon Dale Gibbs and Timothy Shane Stanley in the Sheriffs Department.
25. Approve applications for use of Upshur County roads and right of way.
26. Go into Executive Session as authorized by VTCS 551.071 (1)(A), (pending litigation) to discuss the Upshur County Jail.
27. Re-convene into open session and take any action necessary.
28. Accept for recording the 1999 and 2000 base payroll for all County employees.



Charles L. Still
County Judge



UPSHUR COUNTY COMMISSIONER COURT

12-11-2000

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 11-30-2000. MOTION CARRIED.

2. MOTION BY RUSSELL GREEN SECONDED BY GADDIS LINDSEY TO APPROVE BUDGET AMENDMENTS AS PRESENTED BY COUNTY AUDITOR. MOTION CARRIED. BUDGET AMENDMENTS ATTACHED.

3. MOTION BY RUSSELL GREEN SECONDED BY RICK JACKSON TO APPROVE PAYMENT OF ACCOUNTS PAYABLE NOW DUE. MOTION CARRIED.

BILLS PREVIOUSLY APPROVED ON 11-30-2000 PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.

4. MOTION BY RUSSELL GREEN SECONDED BY GADDIS LINDSEY TO APPROVE PAYROLL CHANGE FOR TIMMY STANLEY DUE TO INTRODUCTORY PERIOD ENDED. MOTION CARRIED. PAYROLL CHANGE ATTACHED.

5. MOTION BY RUSSELL GREEN SECONDED BY RICK JACKSON TO APPROVE TREASURER'S REPORT. MOTION CARRIED. TREASURER'S MONTHLY REPORT ATTACHED.

19. MOTION BY GADDIS LINDSEY SECONDED BY RUSSELL GREEN TO APPROVE RESOLUTION SUPPORTING THE PETITION ASKING THE TEXAS NATURAL RESOURCES CONSERVATION COMMISSION TO DELINEATE A GROUNDWATER MANAGEMENT AREA FOR NORTH EAST TEXAS TO INCLUDE UPSHUR COUNTY. MOTION CARRIED. RESOLUTION ATTACHED.

6. THE FOLLOWING BIDS WERE SUBMITTED FOR EQUIPMENT (MOTOR GRADER) FOR PRECINCT #4:

NAME OF BIDDER	AMOUNT OF BID
TEXAS TIMBER JACK	\$108,172.00
DARR EQUIPMENT	\$160,662.00

MOTION BY RUSSELL GREEN SECONDED BY RICK JACKSON TO TABLE ANY ACTION UNTIL NEXT COMMISSIONER COURT MEETING. MOTION CARRIED.

THE FOLLOWING BIDS WERE SUBMITTED FOR EQUIPMENT(MOTOR GRADER) IN PRECINCT #3:

NAME OF BIDDER	AMOUNT OF BID
TEXAS TIMBER JACK	\$104,500.00
DARR EQUIPMENT	\$159,377.00

MOTION BY RICK JACKSON SECONDED BY RUSSELL GREEN TO ACCEPT BID SUBMITTED BY DARR EQUIPMENT FOR MOTOR GRADER FOR PRECINCT #3 . MOTION CARRIED. BID FROM TEXAS TIMBER JACK AND BID FROM DARR EQUIPMENT ATTACHED.

COMMISSIONER GREEN ASKED THAT HIS MOTION TO TABLE ANY ACTION ON ACCEPTING BIDS FOR EQUIPMENT FOR PRECINCT #4 BE RESCINDED.

MOTION BY RUSSELL GREEN SECONDED BY RICK JACKSON TO ACCEPT BID SUBMITTED BY DARR EQUIPMENT FOR MOTOR GRADER FOR PRECINCT #4. MOTION CARRIED. BID SUBMITTED BY TEXAS TIMBER JACK AND BID SUBMITTED BY DARR EQUIPMENT FOR MOTORGRADER FOR PRECINCT #4 ATTACHED.

7. NO ACTION TAKEN ON AGENDA ITEM CONCERNING EARLY PAYROLL.

8. MOTION BY RICK JACKSON SECONDED BY RUSSELL GREEN TO TABLE ANY ACTION CONCERNING VISTA POSTAGE MACHINES UNTIL THE NEXT COMMISSIONER COURT MEETING. MOTION CARRIED.

9. MOTION BY TOMMY STANLEY SECONDED BY RUSSELL GREEN TO CHANGE PAYROLL TO BI-WEEKLY. MOTION CARRIED WITH COMMISSIONER RICK JACKSON VOTING NO. ALSO INCLUDED IN THIS MOTION IS FOR PLAN TO BE SUBMITTED IN MINUTES. PAYROLL DEDUCTION RATES SHEET ATTACHED.

10. VELMA CLAY, MET WITH COMMISSIONERS COURT TO DISCUSS THE UPSHUR COUNTY AID BANK. NO FORMAL ACTION TAKEN. COPY ATTACHED.

11. NO ACTION TAKEN ON HEARING FROM JOHN CLEMENT CONCERNING COUNTY JAIL. MR. CLEMENTS WAS NOT PRESENT.

12. MOTION BY TOMMY STANLEY SECONDED BY RUSSELL GREEN TO COMBINE THE DECEMBER 25TH COMMISSIONERS COURT MEETING WITH THE DECEMBER 29TH COMMISSIONER COURT MEETING. MEETING TO BE DECEMBER 29TH, 2000. MOTION CARRIED. INCLUDED IN THIS MOTION IS TO AUTHORIZE PAYMENT OF PAYROLL ON DECEMBER 22, 2000.

13. MOTION BY RUSSELL GREEN SECONDED BY GADDIS LINDSEY TO ACCEPT FINANCIAL STATEMENTS AS PRESENTED BY COUNTY AUDITOR. MOTION CARRIED. FINANCIAL STATEMENTS FOR THE MONTH ENDED NOVEMBER 30, 2000 ON FILE IN THE COUNTY CLERK'S OFFICE.

14. MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO ACCEPT BID SUBMITTED FOR PROPERTY STRUCK OFF FOR TAXES. AMOUNT OF BID IS \$150.00 FOR MOBILE HOME LOT IN GLENWOOD ACRES. MOTION CARRIED.(NO COPY SUBMITTED TO COUNTY CLERK.)

15. JOHN BOLSTER, DELINQUENT TAX ATTORNEY, MET WITH COURT TO DISCUSS THE DELINQUENT TAX COLLECTION REPORT FOR THE PERIOD NOVEMBER 15, 1998 TO NOVEMBER 15, 2000. NO FORMAL ACTION TAKEN. REPORT ATTACHED.

16. MOTION BY GADDIS LINDSEY SECONDED BY RUSSELL GREEN TO ACCEPT FOR COMPLETION, TWO RESOLUTIONS CONCERNING EQUIVALENT-MATCH PROJECTS FROM TEXAS DEPARTMENT OF TRANSPORTATION. MOTION CARRIED. NO DOCUMENTS SUBMITTED TO COUNTY CLERK.

17. MOTION BY RUSSELL GREEN SECONDED BY TOMMY STANLEY TO ACCEPT FOR RECORDING PURPOSES, A NOTICE FROM THE FEDERAL AVIATION ADMINSTRION ON A STUDY CONCERNING THE GILMER ANTENNA TOWER. MOTION CARRIED. NOTICE ATTACHED.

18. NO ACTION TAKEN ON AGENDA ITEM NOTIFYING TEXAS COUNTY AND DISTRICT RETIREMENT OFFICE OF ANY OR NO CHANGES IN THE RETIREMENT PLAN FOR 2001.

20. WAYNE ARNOLD MET WITH COMMISSIONERS COURT TO DISCUSS LITTER ABATEMENT AND AVAILABLE FUNDING. MOTION BY GADDIS LINDSEY SECONDED BY RUSSELL GREEN TO AUTHORIZE MR. ARNOLD TO REQUEST ANY FUNDING THAT MAY BE AVAILABLE.. MOTION CARRIED. NO DOCUMENTATION SUBMITTED TO COUNTY CLERK.

21. MOTION BY RICK JACKSON SECONDED BY RUSSELL GREEN TO ACCEPT FOR RECORDING, THE SUBDIVISION SPECIFICATIONS FOR THE HEWITT SUBDIVISION. MOTION CARRIED. DOCUMENTION ATTACHED.

22. MOTION BY TOMMY STANLEY SECONDED BY RUSSELL GREEN TO APPROVE AND RECORD AN AGREEMENT BETWEEN UPSHUR COUNTY AND HENDERSON COUNTY. MOTION CARRIED. INTERLOCAL AGREEMENT BETWEEN THE COUNTIES OF UPSHUR AND HENDERSON CONCERNING HOLDING OF HENDERSON COUNTY PRISONERS IN THE UPSHUR COUNTY JAIL ATTACHED.

23. MOTION BY RICK JACKSON SECONDED BY TOMMY STANLEY TO APPROVE PAYMENT OF FENCING ON JUSTICE OF THE PEACE, PRECINCT #3 PROPERTY FROM COURTHOUSE SECURITY FUNDS. MOTION CARRIED. MEMO FROM DISTRICT ATTORNEY ATTACHED.

24. MOTION BY GADDIS LINDSEY SECONDED BY RICK JACKSON TO ACCEPT FOR RECORDING THE DEPUTATIONS OF SHANNON DALE GIBBS AND TIMOTHY SHANE STANLEY IN THE SHERIFF'S OFFICE. MOTION CARRIED. DEPUTATIONS ATTACHED.

25. MOTION BY RUSSELL GREEN SECONDED BY RICK JACKSON TO APPROVE THE FOLLOWING PERMIT APPLICATIONS AND SPECIAL ROAD USE AGREEMENTS AND APPLICATIONS FOR FILLING ABANDONED WELLS:

PERMIT APPLICATION SUBMITTED BY BO THOMPSON TO PLACE A CULVERT IN ROW OF ASPEN.

PERMIT APPLICATION SUBMITTED BY TONY KIRK TO PLACE A CULVERT IN ROW OF SHAGBARK.

APPLICATION FOR FILLING ABANDONED WELL SUBMITTED BY DEMOND WILSON. ABANDONED WELL LOCATED OFF HWY. 155 IN PRECINCT #2.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY GOLDEN LAND AND TIMBER TO HAUL LOGS ON SHAMROCK.

PERMIT APPLICATION SUBMITTED BY JUDY DIXON TO PLACE A CULVERT IN ROW OF HOLESTIN.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY EASLEY LOGGING TO HAUL LOGS ON REYNOLDS AND BUTTERCUP.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY TYLER OIL AND GAS TO PLACE A STEEL PIPE IN ROW OF CEDAR.

MOTION CARRIED ON ALL THE ABOVE APPLICATIONS FOR USE OF UPSHUR COUNTY ROADS AND RIGHT OF WAYS. COPIES OF ALL ATTACHED.

28. MOTION BY RUSSELL GREEN SECONDED BY TOMMY STANLEY TO ACCEPT FOR RECORDING, THE 1999 AND 2000 BASE PAYROLL FOR ALL COUNTY EMPLOYEES, MOTION CARRIED. COPY OF PAYROLL LIST ATTACHED. ORIGINAL PAYROLL LIST ON FILE IN OFFICE OF COUNTY CLERK.

26. MOTION BY RUSSELL GREEN SECONDED BY RICK JACKSON TO GO INTO EXECUTIVE SESSION. MOTION CARRIED.

MOTION BY RUSSELL GREEN SECONDED BY RICK JACKSON TO GO INTO OPEN SESSION. MOTION CARRIED.

27. MOTION BY GADDIS LINDSEY SECONDED BY RUSSELL GREEN TO AUTHORIZE USPHUR COUNTY, THROUGH USPHUR COUNTY COMMISSIONERS COURT, TO FILE A LAWSUIT AGAINST DINOSAUR VALLEY CONSTRUCTION COMPANY, LDI METALWORKS, INC., LAMAR MCDONALD AND MID CONTINENTAL CASUALTY COMPANY. MOTION CARRIED. COPY OF (LAWSUIT) PLAINTIFF'S ORIGINAL PETITION ATTACHED.

MOTION BY RUSSELL GREEN SECONDED BY TOMMY STANLEY TO ADJOURN. MOTION CARRIED.

ATTENDANCE SHEET PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.

Charles Still
JUDGE CHARLES STILL

Gaddis Lindsey
COMMISSIONER GADDIS LINDSEY PCT.# 1

Tommy Stanley
COMMISSIONER TOMMY STANLEY PCT.# 2

Rick Jackson
COMMISSIONER RICK JACKSON PCT.# 3

Russell Green
COMMISSIONER RUSSELL GREEN PCT.# 4

UPSHUR COUNTY
BUDGET AMENDMENTS

The following budget amendments were approved on this the 11th day of
December, 2000.

Charles Still
Charles Still, County Judge

Gaddis Lindsey
Gaddis Lindsey, Comm. Pct. 1

Tommy Stanley
Tommy Stanley, Comm. Pct. 2

Rick Jackson
Rick Jackson, Comm. Pct. 3

Russell Green Jr.
Russell Green, Comm. Pct. 4

CO DEC 12 7:11:46
BY _____
CLERK

December 11, 2000

LINE ITEM TRANSFER BUDGET AMENDMENTS

<u>FROM</u>			<u>TO</u>		
10-435-4185	District Court Psychological Evaluation	\$ 145.00	District Court 10-435-4145 Transcripts	\$ 145.00	
10-476-4502	District Attorney Educational Expense	\$ 48.35	District Attorney 10-476-4485 Investigative Exp	\$ 48.35	
10-499-3010	Tax Assessor Office Supplies	\$ 39.90	Tax Assessor 10-499-4340 Dedicated Phone line	\$ 39.90	
10-580-5800	DPS Radar	\$ 42.95	DPS 10-580-5450 Furniture & Fixtures	\$ 42.95	
52-575-1300	Juvenile Probation Parttime Employee	\$ 950.00	Juvenile Probation 52-575-4495 Contracted Services	\$ 950.00	

UPSHUR COUNTY

A C C O U N T S P A Y A B L E S Y S T E M

11 Dec 2000

THE SOFTWARE GROUP, INC

Approved Disbursements
ALL Checking Accounts
Disbursements Made from 11/30/00 thru 12/08/00

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
101164-APCA	11/30/00	UPSHUR COUNTY INSURANCE ACCO	\$7,860 72	\$7,860 72	CBCD/JUV PROB; CLAIMS, EMP INS COSTS
101165-APCA	11/30/00	NATIONWIDE RETIREMENT	\$4,217 77	\$4,217 77	ENTITY#52039 PAYROLL DEDUCTIONS
101168-APCA	11/30/00	UPSHUR COUNTY IRC/125	\$2,139 00	\$2,139 00	UNREIMBURSED MEDICAL PAYROLL DEDUCTION
101169-APCA	11/30/00	UPSHUR COUNTY IRC/125	\$572 90	\$572 90	125/NATIONAL FAMILY CARE PAYROLL DEDUCTION
101170-APCA	11/30/00	UPSHUR COUNTY IRC/125	\$184 30	\$184 30	125/AFLAC PAYROLL DEDUCTION
101171-APCA	11/30/00	UPSHUR COUNTY IRC/125	\$451 29	\$451 29	125/AMERICAN HERITAGE PAYROLL DEDUCTION
101172-APCA	11/30/00	UPSHUR COUNTY IRC/125	\$387 55	\$387 55	125/TRANSPORT LIFE PAYROLL DEDUCTION
101173-APCA	11/30/00	UPSHUR COUNTY IRC/125	\$780 87	\$780 87	125/CENTRAL UNITED PAYROLL DEDUCTION
101174-APCA	11/30/00	UPSHUR COUNTY IRC/125	\$9,335 93	\$9,335 93	125 DEPENDENT INS PREMIUMS/PAYROLL
101175-APCA	11/30/00	INTERNAL REVENUE SERVICE	\$1 93	\$1 93	LAGR 6 03/295620572(1040A)(LEVY)
101176-APCA	11/30/00	ATTORNEY GENERAL OF TEXAS	\$585 00	\$585 00	MULTIPLE PAYORS 10/31/00 PAYROLL
101177-APCA	11/30/00	EAST TEXAS PROFESSIONAL	\$2,765 00	\$2,765 00	ETPCU/PAYROLL SAVINGS PLAN
101178-APCA	11/30/00	FIRST NATIONAL BANK	\$1,305 00	\$1,305 00	FNB/PAYROLL SAVINGS PLAN
101179-APCA	11/30/00	GILMER NATIONAL BANK	\$305 00	\$305 00	GNB/PAYROLL SAVINGS PLAN
101180-APCA	11/30/00	GILMER SAVINGS BANK	\$530 00	\$530 00	GSB/PAYROLL SAVINGS PLAN
101181-APCA	11/30/00	UPSHUR COUNTY INSURANCE ACCO	\$776 28	\$776 28	DEPENDENT INS PREMIUMS/PAYROLL
101182-APCA	11/30/00	RHONDA REED #0009546732	\$250 00	\$250 00	AG#0009546732, CAUSE#281-93 JOEY A YOUNG
101183-APCA	11/30/00	RUBY COOPER DISTRICT CLERK	\$235 00	\$235 00	#0008922658/CAUSE#98302DR/HARRY CROCKETT
101184-APCA	11/30/00	OFFICE OF THE ATTY GENERAL	\$100 00	\$100 00	D LAGRONE AG#4601306341, CAUSE#40979
101185-APCA	11/30/00	KARMEN STEELMAN	\$660 26	\$660 26	#718-99, 454-33-4972
101186-APCA	11/30/00	RUBY COOPER DISTRICT CLERK	\$210 00	\$210 00	EARNEST BECK, CAUSE#97-2125-R
101188-APCA	11/30/00	MICHAEL GROSS	\$298 00	\$298 00	CASE #00-20023
101192-APCA	HC 11/30/00	TEXAS COUNTY & DISTRICT RETI	\$59,463 53	\$59,463 53	UNIT#329 MONTHLY REPORT
101193-APCA	HC 11/30/00	FIRST NATIONAL BANK GILMER	\$33,648 03	\$33,648 03	WITHHOLDING PAYROLL DEDUCTIONS
101194-APCA	HC 11/30/00	FIRST NATIONAL BANK GILMER	\$53,057 90	\$53,057 90	FICA/MEDICARE PAYROLL DEDUCTIONS
101198-APCA	11/30/00	ACCU CHEM LABORATORIES	\$890 00	\$890 00	CCP-ACCT#U985/PROFILES

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

11 Dec 2000

THE SOFTWARE GROUP, INC

Approved Disbursements
ALL Checking Accounts
Disbursements Made from 11/30/00 thru 12/08/00

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
101199-APCA	11/30/00	ALLTEL	\$438 20	\$0 85 \$2 16 \$0 52 \$2 19 \$431 06 \$1 42	PCT#1-ACCT#010160817/NOV 22/00 BILLING JP#1-ACCT#010467346 PCT#2-ACCT#010161252/NOV 22/00 BILLING PCT#3-ACCT#010167344/NOV 22/00 BILLING CO BLDGS-ACCT#010089280/NOV 22/00 BILLING PCT#4ACCT#010167349/NOV 22/00 BILLING
101200-APCA	11/30/00	ALLTEL	\$340 14	\$118 77 \$206 23 \$15 14	PCT#4-ACCT#GM263HT/NOV 09/00 BILLING SUP&CCP-#GM00318/NOV 9'00 CO S-#GM263SF/NOV. 9'00
101201-APCA	11/30/00	ARNOLD GRIMES	\$310 00	\$310 00	DEC'00 JP#1 BLDG LEASE
101202-APCA	11/30/00	ASHLAND LODGE	\$40 00	\$40 00	ELCTION-BLDG LEASE 11/7/00 GENERAL ELECTION
101203-APCA	11/30/00	C&C WESTERN WEAR, INC	\$89 99	\$89 99	CONST#2-(1)PR 10 1/2 BOOT
101204-APCA	11/30/00	CHILDERS & SONS REPAIR	\$33 95	\$33 95	CCP-CARB KIT & LABOR
101205-APCA	11/30/00	CITY OF GILMER	\$2,692 32	\$15 00 \$15 00 \$15 00 \$1,895 43 \$723 79 \$7 50 \$20 60	ROCK BLDG-ACCT#130345000/SERV -10/04-11/06/00 CO BLDG-ACCT#010076050/SERV -10/05-11/03/00 PORTER BLDG-ACCT#120171000/SERV -10/04-11/06/00 J CTR-ACCT#010067500/SERV -10/05-11/03/00 CO BLDGS-ACCT#130274000/SERV-10/04-11/06/00 CO BLDG-ACCT#120229000/SERV-10/04-11/06/00 CO BLDGS-ACCT#120151000/SERV-10/04-11/06/00
101206-APCA	11/30/00	CNA SURETY	\$50 00	\$50 00	CONST#2-#0601 13730233/DEWAYNE LAGRONE 11/1/00-11/01/01
101207-APCA	11/30/00	COMPLETE BUSINESS	\$108 95	\$108 95	SUP-ID#15498&15390/COPY MAINT 10/16-11/16/00
101208-APCA	11/30/00	COX INTERNET SERVICES	\$259 35	\$19 95 \$239 40	911-ACCT#10039257/NOV 07/00 BILLING TELE COMM-ACCT#10053990/INTERNET 11/17/00-11/17/01
101209-APCA	11/30/00	DALLAS COUNTY TREASURER	\$2,818 00	\$816 00 \$2,002 00	D A-CUST#1564/CARLO NEALY 9/27/00 D A-CUST#1564/CARLO NEALY 10/31/00
101210-APCA	11/30/00	DATA-FLEX BUSINESS PRODUCTS	\$425 36	\$425 36	ELECTIONS-VOTER REG CARDS (15000); FREIGHT
101211-APCA	11/30/00	DAVID W BULLER M D	\$1,000 00	\$1,000 00	NOV'00 CONTRACTED MEDICAL SERVICES
101212-APCA	11/30/00	GATEWAY BUSINESS	\$17,087 00	\$12,697 00 \$4,390 00	CO LIB-CLINET ID#24640267/3 WORKSTATIONS(S#21090891; 2; 3) CO LIB-CLIENT#24640267/1 WORKSTATION(S#21100733)
101213-APCA	11/30/00	GILMER CABLE TV CO INC	\$432 80	\$11 80 \$421 00	COMPUTER-ACCT#19305/NOV 22/00 BILLING NON DEPT-ACCT#15446/NOV 22/00 BILLING

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UPSHUR COUNTY

A C C O U N T S P A Y A B L E S Y S T E M

11 Dec 2000

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 11/30/00 thru 12/08/00

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Check #.	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
101214-APCA	11/30/00	GILMER DRUG COMPANY	\$7 53	\$7 53	CONST#2-TAPE, MARKER, POSTER BOARD
101215-APCA	11/30/00	GILMER OFFICE CENTER	\$120 44	\$36 26 \$30 60 \$26 79 \$26 79	CO TAX-NOTES, RIBBON, ROLLS CO TAX-RIBBONS CO TAX-RIBBONS CO TAX-RIBBONS
101216-APCA	11/30/00	GOOD SHEPHERD PHYSICIAN SERV	\$50 00	\$50 00	SUP-ACCT#4840/SHERRY HALEY 11/06/00
101217-APCA	11/30/00	GRESHAM COMMUNICATION	\$480 00	\$480 00	ADULT PROB-PHONE LINE LABOR, 10 BUTTON PHONE
101218-APCA	11/30/00	HERBERT L YOUNG	\$226 14	\$154 49 \$71 65	CONST32-117gals GAS CONST#2-57gals GAS
101219-APCA	11/30/00	INGRAM LIBRARY SERVICES	\$627 54	\$627 54	CO LIB-ACCT#2083975/53 BOOKS
101220-APCA	11/30/00	INTERMEDIA COMMUNITONS	\$62 94	\$62 94	JUV PROB-ACCT#32013544/BALANCE OF INTERNET SERVICE
101221-APCA	11/30/00	JODAC OFFICE SUPPLY	\$134 00	\$134 00	ADULT PROB-LEGAL DRAWER FILE CABINET
101222-APCA	11/30/00	MATTHEW BENDER & CO INC	\$75 09	\$75 09	D A-TX CRIM PRACTICE 11/30/00
101223-APCA	11/30/00	MILTON WYLIE	\$220 55	\$220 55	ISP-REIMBURSE/370mi @ 315ea; MEALS 10/00
101224-APCA	11/30/00	OFFICE & GIFTS CENTER	\$26 13	\$6 17 \$19 96	CO TAX-MOISTENER CO TAX-RIBBONS
101225-APCA	11/30/00	PELOUZE	\$32 95	\$32 95	SUP-MODEL#PESR/CHIP REPLACEMENT
101227-APCA	11/30/00	QUILL CORPORATION	\$167 36	\$167 36	SUP-ACCT#49034/SUPPLIES
101228-APCA	11/30/00	RECORDED BOOKS INC	\$92 40	\$92 40	CO LIB-CUST#1340227/TAPES
101229-APCA	11/30/00	ROSEWOOD BAPTIST CHURCH	\$25 00	\$25 00	ELECTION-BLDG LEASE 11/07/00 GENERAL ELECTION
101230-APCA	11/30/00	RUSSELL TACKETT	\$1,693 00	\$1,693 00	PCT#1-REPAIR HYD DUMP #119; BOOM AX TRACTOR; #117
101231-APCA	11/30/00	SAM'S CLUB 6422	\$160 00	\$160 00	SUP-ACCT#228295515/UPSHUR MEMBERSHIP
101232-APCA	11/30/00	SHARON WATER SUPPLY CORP	\$17 03	\$17 03	PCT#4-ACCT#1133/SERV-10/16-11/13/00
101233-APCA	11/30/00	SHEPARD'S	\$930 68	\$930 68	LAW LIB-#1100082063/BND SUP(5 VOLS)
101234-APCA	11/30/00	TEECO SAFETY INC	\$140 65	\$140 65	CONST#2-CUST#UPSHCC/FLASHLIGHT; STREAMLIGHT; MA CE
101236-APCA	11/30/00	THE LOGO	\$1,233 85	\$1,233 85	SUP-(17)ITEMS PER #633
101237-APCA	11/30/00	TOPP OFFICE SUPPLY	\$26 00	\$26 00	CONST#2-2x10 EASEL BLK BRASS

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

11 Dec 2000

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 11/30/00 thru 12/08/00

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
101238-APCA	11/30/00	UPSHUR COUNTY LITERACY PROGR	\$50 00	\$50 00	SUP-WRAT TEST 11/13/00
101239-APCA	11/30/00	UPSHUR-GREGG SOIL&WATER	\$3,000 00	\$3,000 00	SOIL&WATER CONSERVATION-2000 BUDGET ALLOCATION
101240-APCA	11/30/00	UPSHUR-RURAL ELECTRIC COOP	\$86 22	\$86 22	PCT#2-ACCT#41186523&91396012/NOV. 21/00 BILLING
101241-APCA	11/30/00	VERIZON SOUTHWEST	\$36 00	\$36 00	JP#3-#6369970/NOV 13/00 BILLING
101242-APCA	11/30/00	WALMART STORE #146	\$53 21	\$53 21	CONST#2-SUPPLIES
101243-APCA	11/30/00	WANDA HUTCHINS	\$12 60	\$12 60	CO AUD-REIMBURSE/40mi @ 315ea(KINKO'S)
101244-APCA	11/30/00	WINN'S AUTO & TRUCK REPAIR	\$3,009 76	\$2,938 23 \$71 53	CONST#2-REPAIR PARTS & LABOR '92 CHEVY 4x4 CONST#2-OIL FILTER,ANTI FREEZE, SEALS, BOLTS/'92 CHEVY 4x4
101245-APCA	HC 11/30/00	POSTMASTER	\$6,200 00	\$6,200 00	NON DEPT-POSTAGE FOR NEW METERS
101246-APCA	HC 11/30/00	POSTMASTER	\$198 00	\$198 00	SUP-(6)ROLLS STAMPS
101356-APCA	HC 12/05/00	FIRST NATIONAL BANK OF GILME	\$57,072 89	\$57,072 89	CD#30989(JAIL)PURCHASED@6.60%(62days)TO MATURE 2/03/01
101357-APCA	HC 12/05/00	FIRST NATIONAL BANK GILMER	\$275,000 00	\$275,000 00	CD#30990 PURCHASED@6.55%(59days)TO MATURE 2/02/01
101358-APCA	HC 12/05/00	ARIAS PAINT & BODY SHOP	\$850 00	\$850 00	CONST#2-WHITE PAINT JOB '92 CHEVY BLAZER
101359-APCA	HC 12/06/00	LARRY SEWELL	\$1,720 00	\$1,720 00	JUV PROB-(12)BOOT CAMP SESSIONS@50 00(16)ALTERNATIVE SCHOOL@70 00
101360-APCA	HC 12/08/00	FIRST NATIONAL BANK GILMER	\$225,000 00	\$225,000 00	CD#30996 PURCHASED@6.90%(182days)TO MATURE 6/09/01
Total for APCA - Accounts Payable Clearing Account			\$785,975 28		

10157 pg 754

UPSHUR COUNTY

A C C O U N T S P A Y A B L E S Y S T E M

11 Dec 2000

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 11/30/00 thru 12/08/00

PAGE 5

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
1527-FNB 125 HC	11/30/00	UPSHUR COUNTY INSURANCE ACCO	\$9,335 93	\$9,335 93	NOV '00 DEP INS PREMIUMS DUE FROM IRC/125
1528-FNB 125 HC	11/30/00	UPSHUR CO OPERATING ACCOUNT	\$2,376 91	\$2,376 91	NOV '00 CANCER; HEART/STROKE PREMIUMS DUE FROM IRC/125
1531-FNB 125	12/07/00	CAROLYN FERRY	\$60 44	\$60 44	125 UNREIMBURSED MEDICAL
1532-FNB 125	12/07/00	DONALD JEFFERY	\$225 60	\$225 60	125 UNREIMBURSED MEDICAL
1533-FNB 125	12/07/00	EMMA SMITH	\$284 48	\$284 48	125 UNREIMBURSED MEDICAL
1534-FNB 125	12/07/00	EVELYN JONES	\$90 00	\$90 00	125 UNREIMBURSED MEDICAL
1535-FNB 125	12/07/00	GERALD JOHNSON	\$405 00	\$405 00	125 UNREIMBURSED MEDICAL
1536-FNB 125	12/07/00	JANIS CHILDRESS	\$67 40	\$67 40	125 UNREIMBURSED MEDICAL
1537-FNB 125	12/07/00	JERRY MOORE	\$147 36	\$147 36	125 UNREIMBURSED MEDICAL
1538-FNB 125	12/07/00	JOHN COOK	\$90 00	\$90 00	125 UNREIMBURSED MEDICAL
1539-FNB 125	12/07/00	KARMEN STEELMAN	\$80 00	\$80 00	125 UNREIMBURSED MEDICAL
1540-FNB 125	12/07/00	LUANNA HOWELL	\$92 50	\$92 50	125 UNREIMBURSED MEDICAL
1541-FNB 125	12/07/00	MARY ROSE CAMPBELL	\$602 70	\$602 70	125 UNREIMBURSED MEDICAL
1542-FNB 125	12/07/00	PAM LONG	\$40 00	\$40 00	125 UNREIMBURSED MEDICAL
1543-FNB 125	12/07/00	RAY HELPENSTILL	\$32 64	\$32 64	125 UNREIMBURSED MEDICAL
1544-FNB 125	12/07/00	REX SHAW	\$241 61	\$241 61	125 UNREIMBURSED MEDICAL
1545-FNB 125	12/07/00	ROBIN RODENBERG	\$265 69	\$265 69	125 UNREIMBURSED MEDICAL
1546-FNB 125	12/07/00	WANDA HUTCHINS	\$21 50	\$21 50	125 UNREIMBURSED MEDICAL
Total for FNB 125 - IRC/125 PLAN			\$14,459.76		

VOL 57 PG 7555

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

11 Dec 2000

THE SOFTWARE GROUP, INC

Approved Disbursements
ALL Checking Accounts
Disbursements Made from 11/30/00 thru 12/08/00

PAGE 6

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions.
1078-FNB INS	12/06/00	HEALTHFIRST TPA	\$22,890 04	\$22,890 04	GROUP#UPS01 MONTHLY COSTS 12/01/00
Total for FNB INS - INSURANCE			\$22,890 04		
Grand Total			\$823,325 08		

96 records listed

VOL 57 PG 756

APR 15 2001 11:00 AM

CO DEC 12 11:11:16
L.S. ...
07 ... DEPUTY

Charles Still
COUNTY JUDGE, CHARLES STILL

Gaddis Lindsey
COMMISSIONER PCT#1, GADDIS LINDSEY

Tommy Stanley
COMMISSIONER PCT#2 TOMMY STANLEY

Rick Jackson
COMMISSIONER PCT#3, RICK JACKSON

Russell Green, Jr.
COMMISSIONER PCT#4, RUSSELL GREEN, JR.

Opshur County Treasurer
THE SOFTWARE GROUP, INC

*General
Election*

PAYROLL / PERSONNEL SYSTEM
CHECK REGISTER

04.35 55pm 04 Dec 20
PAGE 1

CHECK	Check Date	PAYROLL DATE	Issued to	NET PAY	DD	STATUS
101250-PCA	12/04/00	12/04/00	ALBRIGHT, MARGARET	76 50		
101251-PCA	12/04/00	12/04/00	ALLEN, DORIS ANN	76 50	N	
101252-PCA	12/04/00	12/04/00	ALLEN, VIVIAN E	90 00	N	
101253-PCA	12/04/00	12/04/00	ALSOBROOK, ROSALYN	18 00		
101254-PCA	12/04/00	12/04/00	ARNOLD, THOMAS W	42 00		
101255-PCA	12/04/00	12/04/00	ARTERBURN, LILLIAN M	113 00	N	
101256-PCA	12/04/00	12/04/00	ARTHUR, JO A	84 00		
101257-PCA	12/04/00	12/04/00	ATTAWAY, LEO	106 00	N	
101258-PCA	12/04/00	12/04/00	AVEY, RON	78 00		
101259-PCA	12/04/00	12/04/00	BACON, JOY	66 00		
101260-PCA	12/04/00	12/04/00	BAGGETT, ELIZABETH	78 00	N	
101261-PCA	12/04/00	12/04/00	BAIRD, MARY LEE	70 50		
101262-PCA	12/04/00	12/04/00	BAIRD, R L	70 50		
101263-PCA	12/04/00	12/04/00	BENOIT, KATHY	75 00		
101264-PCA	12/04/00	12/04/00	BLAKELEY, CECIL M	106 00	N	
101265-PCA	12/04/00	12/04/00	BLUNDELL, CHERYL	25 50		
101266-PCA	12/04/00	12/04/00	BRANNON, DWIGHT A	42 00		
101267-PCA	12/04/00	12/04/00	BROWN, ALICE J	78 00	N	
101268-PCA	12/04/00	12/04/00	BUNN, CLAUDETTE	76 50		
101269-PCA	12/04/00	12/04/00	CASE, RICHARD	103 00	N	
101270-PCA	12/04/00	12/04/00	CHILDRESS, LYNDA	104 50		
101271-PCA	12/04/00	12/04/00	CLEMENT, MARGIE	60 00	N	
101272-PCA	12/04/00	12/04/00	CONROY, JAMES	106 00	N	
101273-PCA	12/04/00	12/04/00	COX, GLENDA	735 00	N	
101274-PCA	12/04/00	12/04/00	DAVIDSON, JEAN	81 00		
101275-PCA	12/04/00	12/04/00	ELWELL, MARION	147 00		
101276-PCA	12/04/00	12/04/00	EMBERLIN, FRANCES	76 50		
101277-PCA	12/04/00	12/04/00	EVANS, EVETTE	78 00		
101278-PCA	12/04/00	12/04/00	FINCHER, EDNA	72 00		
101279-PCA	12/04/00	12/04/00	GENTRY, PAULA	30 00		
101280-PCA	12/04/00	12/04/00	GILBERT, SUSAN	81 00	N	
101281-PCA	12/04/00	12/04/00	GRAHAM, MARY	81 00	N	
101282-PCA	12/04/00	12/04/00	HALLMAN, CHRISTIE	70 00		
101283-PCA	12/04/00	12/04/00	HAMMOCK, ODIS R	78 00	N	
101284-PCA	12/04/00	12/04/00	HANKINS, ERNESTA F	79 50		
101285-PCA	12/04/00	12/04/00	HANKS, DOLORES JO	84 00		
101286-PCA	12/04/00	12/04/00	HATFIELD, BETTY	79 50		
101287-PCA	12/04/00	12/04/00	HELLENSTILL, LINDA	78 00		
101288-PCA	12/04/00	12/04/00	HEWITT, LOU	72 00		
101289-PCA	12/04/00	12/04/00	HODGE, JOYCE	70 50		
101290-PCA	12/04/00	12/04/00	HOELL, BETTY	54 00		
101291-PCA	12/04/00	12/04/00	HOLLINS, HELEN	81 00		
101292-PCA	12/04/00	12/04/00	HOLLOWAY, BARBARA	72 00		
101293-PCA	12/04/00	12/04/00	HOLMES, GAYNELL	60 00		
101294-PCA	12/04/00	12/04/00	JOHNSON, LEORA C	101 50	N	
101295-PCA	12/04/00	12/04/00	JORDAN, LINDA	72 00		
101296-PCA	12/04/00	12/04/00	JOWERS, ANGELA	79 50		

VOL 57 PG 757

CHECK.	Check Date	PAYROLL DATE	Issued to.	NET PAY	DD	STATUS
101297-PCA	12/04/00	12/04/00	KATHER, JOHN LEROY	103.00		
101298-PCA	12/04/00	12/04/00	KOEHN, MONEICA	81.00		
101299-PCA	12/04/00	12/04/00	LADEN, JERRY	97.00	N	
101300-PCA	12/04/00	12/04/00	LAWLER, JEANELLE	76.50	N	
101301-PCA	12/04/00	12/04/00	LOYD, ANN	81.00		
101302-PCA	12/04/00	12/04/00	LOYD, MIKE	27.00		
101303-PCA	12/04/00	12/04/00	MANES, BILL	97.00		
101304-PCA	12/04/00	12/04/00	MANES, M KAY	72.00		
101305-PCA	12/04/00	12/04/00	MARSHALL, THOMAS	72.00		
101306-PCA	12/04/00	12/04/00	MAUK, CODY	678.00		
101307-PCA	12/04/00	12/04/00	MCKENZIE, JERRY SCOTT	104.50	N	
101308-PCA	12/04/00	12/04/00	MCKENZIE, PAMELA	78.00	N	
101309-PCA	12/04/00	12/04/00	MCNEEL, LESIA	76.50		
101310-PCA	12/04/00	12/04/00	MONTS, DEBRA	97.00	N	
101311-PCA	12/04/00	12/04/00	MOON, JOYCE	264.00		
101312-PCA	12/04/00	12/04/00	MOORE, MARY JO	84.00		
101313-PCA	12/04/00	12/04/00	MUCKLERDY, MARY	106.00	N	
101314-PCA	12/04/00	12/04/00	NARRAMORE, CHARLES	81.00		
101315-PCA	12/04/00	12/04/00	NOLTE, DARREN	103.00		
101316-PCA	12/04/00	12/04/00	NOLTE, MELINDA	70.50	N	
101317-PCA	12/04/00	12/04/00	NUGENT, BOBBIE B	81.00	N	
101318-PCA	12/04/00	12/04/00	NUGENT, VELMA M.	104.50		
101319-PCA	12/04/00	12/04/00	ORMS, PAM C	66.00	N	
101320-PCA	12/04/00	12/04/00	OVERSTREET, TALMA	81.00	N	
101321-PCA	12/04/00	12/04/00	PACE, EMMA L	78.00	N	
101322-PCA	12/04/00	12/04/00	PATTERSON, BRENDA	103.00	N	
101323-PCA	12/04/00	12/04/00	PATTERSON, JOHN K.	78.00		
101324-PCA	12/04/00	12/04/00	PATTERSON, MICHAEL	147.00		
101325-PCA	12/04/00	12/04/00	PATTERSON, TONI ELOISE	81.00	N	
101326-PCA	12/04/00	12/04/00	PENNY, CHARLES	42.00		
101327-PCA	12/04/00	12/04/00	POLLOCK, ROBERT	78.00		
101328-PCA	12/04/00	12/04/00	POLSON, RUSSELL	72.00		
101329-PCA	12/04/00	12/04/00	PORTER, ELIZABETH	109.00		
101330-PCA	12/04/00	12/04/00	PORTER, FRED	78.00		
101331-PCA	12/04/00	12/04/00	POWELL, JANET	72.00		
101332-PCA	12/04/00	12/04/00	POWELL, LINDA	76.50		
101333-PCA	12/04/00	12/04/00	RAABE, JOYCE	54.00		
101334-PCA	12/04/00	12/04/00	RAABE, WALTER	54.00		
101335-PCA	12/04/00	12/04/00	RAY, JEANE	76.50		
101336-PCA	12/04/00	12/04/00	REYNOLDS, MELVIN	148.50		
101337-PCA	12/04/00	12/04/00	RICHARDS, JEWELL D	81.00	N	
101338-PCA	12/04/00	12/04/00	RILEY, DANNY	103.00		
101339-PCA	12/04/00	12/04/00	ROBERSON, JANE	70.50		
101340-PCA	12/04/00	12/04/00	RUSSELL, BETTY	78.00	N	
101341-PCA	12/04/00	12/04/00	SKINNER, JIMMY	90.00		
101342-PCA	12/04/00	12/04/00	SMITH, MARY	70.50		
101343-PCA	12/04/00	12/04/00	SORBER, ROBERT	78.00		

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CHECK	Check Date	PAYROLL DATE	Issued to	NET PAY	DD	STATUS
101344-PCA	12/04/00	12/04/00	STEELMAN, KARMEN C	40 50		
101345-PCA	12/04/00	12/04/00	STEELMAN, LAURA ELIZABETH	106 00	N	
101346-PCA	12/04/00	12/04/00	STOLLE, RICHARD	90 00		
101347-PCA	12/04/00	12/04/00	STONE, DEBBIE	78 00		
101348-PCA	12/04/00	12/04/00	TIPTON, ROYCE	76 50	N	
101349-PCA	12/04/00	12/04/00	TUCKER, W D	78 00		
101350-PCA	12/04/00	12/04/00	VISER, BARBARA	81 00		
101351-PCA	12/04/00	12/04/00	WESTIN, MARK	76 50	N	
101352-PCA	12/04/00	12/04/00	WHITE, JUREL	70 50		
101353-PCA	12/04/00	12/04/00	WILCOX, GENEVA	104 50	N	
101354-PCA	12/04/00	12/04/00	WILLIAMSON, MARGARET	72 00		
101355-PCA	12/04/00	12/04/00	WRIGHT, MARGARET	81 00		
				9,915 00		
				9,915 00		

106 records listed

00 DEC 12 11:11:16
BY _____
DEPUTY

Charles L. Still
COUNTY JUDGE, CHARLES STILL

Lindsey Gaddis
COMMISSIONER PCT#1, GADDIS LINDSEY

Tommy Stanley
COMMISSIONER PCT#2, TOMMY STANLEY

Rick Jackson
COMMISSIONER PCT#3, RICK JACKSON

Russell Green
COMMISSIONER PCT#4, RUSSELL GREEN

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

VOL 57 PG 7160

Effective Date 12-13-2000 Dept. Sheriff
 Employee Timothy Stanley
 Social Security No. 458-89-0934 Emp ID# _____

X	CHANGES(S)	FROM	TO
	Grade Step	14,20	14,21
	Rate	1825.00	1850.00
	Department		
	Position		

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

Comments:

Authorized by [Signature] Date 12-5-00
 Approved by _____ Date _____

VOL 57 PG 761

TREASURER'S MONTHLY REPORT

BY MYRA HARRIS, COUNTY TREASURER

NOVEMBER 1 THROUGH NOVEMBER 30 2000

	BEGINNING BALANCE	REVENUES	DISBURSEMENTS	ENDING BALANCE	INVESTMENTS REDEEMED	INVESTMENTS PURCHASED	DEMAND BALANCE	INVESTMENTS	TOTAL DEPOSITS
OPERATING ACCOUNT	4,512,915.92	1,085,979.90	811,681.27	4,787,214.55	1,840,993.56	2,105,653.48	64,910.80	4,722,303.75	4,787,214.55
INSURANCE ACCOUNT	27,922.41	109,186.78	116,441.80	20,667.39	0.00	0.00	20,667.39	0.00	20,667.39
IRC/125 ACCOUNT	9,377.33	13,851.84	13,208.28	10,020.89	0.00	0.00	10,020.89	0.00	10,020.89
INSURANCE CLEARING	0.00	80,645.76	80,645.76	0.00	0.00	0.00	0.00	0.00	0.00
TOTALS	4,550,215.66	1,289,664.28	1,021,977.11	4,817,902.83	1,840,993.56	2,105,653.48	95,599.08	4,722,303.75	4,817,902.83

INDEBTEDNESS

1997 CERTIFICATES OF OBLIGATION	3,300,000.00
REFUNDING BONDS SERIES 1997	545,000.00
ROAD & BRIDGE #2/MOTOR GRADER	24,120.22
ROAD & BRIDGE #2/1999 MOTOR GRADER	60,965.69
ROAD & BRIDGE #1/WHEEL LOADER & BACKHOE	9,236.44
ROAD & BRIDGE #1/MOTOR GRADER	24,602.58
ROAD & BRIDGE #1/1998 MOTOR GRADER	42,243.77
ROAD & BRIDGE #3/PUG MILL	26,916.69
ROAD & BRIDGE #4/EQUIPMENT @FNB	41,217.74
BANK PROPERTY	135,845.69

TOTAL INDEBTEDNESS 4,210,148.82

(INVESTMENT REGISTER ON BACK)

The above information is found to be true and correct.

Charles L. Still
County Judge, Charles L. Still

Gaddis Lindsey
Commissioner, Pct. 1, Gaddis Lindsey

Tommy Stanley
Commissioner, Pct. 2, Tommy Stanley

Rick Jackson
Commissioner, Pct. 3, Rick Jackson

Russell Green
Commissioner, Pct. 4, Russell Green

Submitted under the provision of the Local Government Code Section 114.026

Myra Harris
Myra Harris, County Treasurer

00 DEC 12 AM 11:46

BY _____ CLERK

DEPUTY

VOL 51 PG 762

CD#	ACCOUNT	AMOUNT	PURCHASED	% RATE	MATURITY	DAYS	NOVEMBER INTEREST
30328	Operating	\$300,000.00	09-Nov-99	6.03	13-Nov-00	37	\$1,734.66
30740	Operating	\$250,000.00	13-Jun-00	6.86	11-Dec-00	181	\$1,456.58
30881	Operating	\$300,000.00	12-Sep-00	6.71	27-Nov-00	78	\$827.26
33682	Permanent School	\$1,116,650.27	27-Sep-00	6.79	27-Dec-00	91	\$6,439.55
30912	Operating	\$350,000.00	29-Sep-00	6.74	18-Dec-00	80	\$2,003.53
30918	Jail Construction	\$57,072.89	03-Oct-00	6.75	03-Nov-00	31	\$327.19
30928	Operating	\$500,000.00	10-Oct-00	6.85	31-Jan-01	113	\$0.00
30939	Available School	\$95,582.30	24-Oct-00	6.76	28-Nov-00	35	\$619.58
30938	Operating	\$350,000.00	24-Oct-00	6.76	11-Dec-00	48	\$2,009.48
30977	Operating	\$200,000.00	22-Nov-00	6.71	30-Nov-00	8	\$294.14
30949	Operating	\$500,000.00	31-Oct-00	6.93	30-Apr-01	181	\$0.00
30946	Tobacco	\$638,338.37	30-Oct-00	6.87	29-Nov-00	30	\$3,604.43
30955	Operating	\$150,000.00	03-Nov-00	6.78	22-Dec-00	49	\$0.00
30954	Jail Construction	\$57,072.89	03-Nov-00	6.78	04-Dec-00	31	\$0.00
30959	Operating	\$250,000.00	07-Nov-00	6.76	30-Nov-00	23	\$1,084.93
30970	Operating	\$250,000.00	17-Nov-00	6.83	13-Feb-01	88	\$0.00
33738	Operating	\$225,000.00	13-Nov-00	6.96	31-May-01	199	\$0.00
33757	Available School	\$106,637.79	28-Nov-00	6.75	28-Dec-00	30	\$0.00
33759	Operating	\$225,000.00	29-Nov-00	6.75	06-Jan-01	40	\$0.00
33758	Tobacco	\$641,942.80	29-Nov-00	6.75	29-Dec-00	30	\$0.00

TOTAL

\$6,563,297.31

\$20,381.33

RESOLUTION
SUPPORTING THE PETITION ASKING THE TEXAS NATURAL RESOURCES
CONSERVATION COMMISSION TO DELINEATE A GROUNDWATER MANAGEMENT
AREA FOR NORTH EAST TEXAS TO INCLUDE UPSHUR COUNTY

WHEREAS, the County Commissioners' Court of Upshur County recognizes Wood and Upshur County's ground water is one of their most valuable resources, and

WHEREAS, the County Commissioners' Court of Upshur County recognizes that a study conducted by the Texas Natural Resources Commission (TNRCC) to delineate a Groundwater Management that would include Wood County would likely include Upshur County, and

WHEREAS, Wood and Upshur County are not presently designated as part of any existing Groundwater Management Area, and

WHEREAS, a Groundwater Management Area (GMA) is an area suitable for management of ground water resources; and

WHEREAS, the TNRCC can create a GMA upon its on motion or upon receiving a petition from at least fifty (50) landowners with in the proposed management area; and

WHEREAS, prior to designation the area a GMA, the TNRCC will prepare an in-depth study of the area which may include but not limited to a study of the hydrogeology of the area, a summary of the area's immediate, short-term and long-term water supply and need, an evaluation of the potential effects of the designation of a GMA on the area's natural resources, an opinion as to whether or not the GMA should be designated as a Priority Groundwater Management Area (PGMA) (or a recommendation regarding whether a Groundwater Conservation District (GCD) should be created for the GMA;

THEREFORE BE IT RESOLVED, that the Commissioner's Court Of Upshur County supports the petition by which county landowners of Wood County are asking the TNRCC to delineate a GMA for North East Texas to include Upshur County.

DEC 12 10 21 AM '00

Passed and approved this 11 day of December, 2000 by the Commissioners' Court of Upshur County.

Charles J. Still
County Judge

Gaddis Lindsey
Commissioner, Pct. 1

Tommy Stanley
Commissioner Pct. 2

[Signature]
Commissioner, Pct. 3

[Signature]
Commissioner, Pct. 4

VOL 57 PG 764

Texas
Timberjack

Texas Timberjack, Inc.
Route 15, Box 9475 • Highway 59 South
Lufkin, Texas 75901
Telephone (409) 634-3365
Fax (409) 639-3673

December 7, 2000

Upshur County Commissioners

Ref: Motor Grader Bid

Dear Sirs,

Texas Timberjack, Inc. is pleased to offer you the following bid for:

One (1) model RG 170 New Holland Motor Grader

Delivery date is 90 days from receipt of signed purchase order.
Price FOB your yard \$108,172.00.

Thank you for the opportunity to bid your county equipment needs.

Thank you,



Warren DuBose
Texas Timberjack, Inc.

VOL 57 PG 765

UPSHUR COUNTY, TEXAS

SPECIFICATIONS FOR . New and unused latest model motor grader

PRODUCT DESCRIPTION: Latest design of the manufacture in current production and all new equipment, completely assembled, adjusted and ready for continuous operation to be delivered to Precinct # 4 barn located at 6428 Camel

MINIMUM SPECIFICATIONS:

- Weight: Basic operating weight of 31, 810 lbs. including all specified equipment.
- Engine: Turbo-charged, 6-cylinder, four stroke diesel, fully equipped with all necessary operating accessories.
- Electrical: Equipped with two 12-volt, 100 ampere-hour, 750 CCA maintenance-free batteries, 24-volt direct electrical low temperature starting system with 50 amp alternator.
- Transmission: Direct drive power-shift, providing 8 forward and 6 reverse speeds, shall have electronic over speed protection.
- Frame: Front frame shall be flange single box construction, top and bottom of the section shall be continuous plates running from the front bolster to the articulation joint.
- Ripper / Scarifier: Rear ripper / Scarifier, 86.5" working width
- Tires: All tires, front and rear, shall be new, tubeless, 12 ply rating, grader type, 14.00 x 24.

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- Rims:** Wheel rims shall be ten (10) inches wide.
- Brakes:** Multi-disc, oil-cooled, sealed and adjustment free, reserve system for dead engine braking shall be a dual type to allow braking in the event of a partial system failure, shall provide a minimum of 3712 square inch braking surface.
- Final Drive:** Planetary design
- Front Axle:** Front axle oscillation shall be no less than 32 degrees.
- Hydraulics:** Hydraulic pump, variable displacement piston type pump, produce 48 GPM of oil flow, closed center, load sensing, separate oil tank (not combined with the power - train oil system).
- Cab:** Low profile cab, enclosed rollover protective structure meeting OSHA regulations, 27,500BTU / hr air conditioner with R - 134 refrigerant, controls and ducts integrated into the heater unit. 40,000 BTU / hr heater with integral pressurizer and 3 speed fan, front window defroster fan, 3 washer / wipers for both lower windows and front upper, rear view mirror, contour suspension cloth seat, sound suppressed, cab pressurizer, three level warning electronic monitoring system
- Moldboard:** 14' long, 24" high, and 7/8" thick.
- Gauges:** Coolant temperature, fuel level, frame articulation and hour meter, speedometer and tachometer group.
- Miscellaneous:** Materials shall be of good commercial quality for the intended service and be treated to resist rust, corrosion and wear.

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Design of mechanical members shall be such that the stress imposed through normal shock loads at maximum engine torques shall not cause rupture or permanent deformation or undue wear on any member.

Bidder shall satisfy Upshur County that he maintains a store or branch within 75 miles of the working location of the machine, staffed with qualified servicemen and with provisions for storing a representative supply of parts for the machine offered and with provisions for securing parts from the manufacturer within a reasonable length of time.

Bidders must submit with bid the latest printed specifications and advertising literature on the units bid.

Bidder shall supply one (1) parts book and one (1) operator's manual with each unit.

Bidder shall be prepared to give a complete demonstration of the merits of the machine bid as directed by Upshur County Commissioner's Court.

Repurchase Agreement: Bidder shall furnish the amount and provisions of guarantee repurchase at 3 years or 3,600 hours after delivery.

Warranties:

3 year extended Power-train warranty.

Exceptions:

All exceptions must be listed on dealership ie letterhead and attached to bid form.

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Delivery:

After acceptance of bid the equipment bid shall be delivered within 90 day F.O.B Upshur County Precinct # 4 maintenance yard. Delivery will be a consideration in determining the best bid. Please state delivery time after receipt of order: 90 Days

Payment:

Payment to be made after receipt of equipment and approval by Upshur County Commissioner Court.

Additional Information Requested:

1. Approximate dollar value of parts inventory at Bidder's nearest facility.
2. Location of manufacturer's nearest regional parts depot.
NASHVILLE, TENNESSEE
3. Does the Bidder inventory an exchange engine and transmission for the model bid? YES
4. Number of field service trucks at Bidder's nearest facility
(8) EIGHT
5. These specifications are descriptive not restrictive.

ADDENDUM TO THESE SPECS: 11-20-00

Horsepower must be at least from 160 horsepower.

**** SELLING PRICE \$ 108,172.00 PER MACHINE FOB YOUR YARD, PLUS ANY APPLICABLE TAXES**



P. O. Box 540788 • Dallas, Texas • 75354-0788 • 972/721-2000 • 800/733-3277

QUOTATION

DATE - December 11, 2000

Upshur County Pct #4
 P O. Box 730
 Gilmer, Texas 75644-0730

Delivery- Approx. 10 Weeks
 F.O.B-Upshur Co. Pct. #4 Barn
 Terms- Up to 60 Months at 6.9% Simple Interest

Prices Quoted Are Firm For a Period Of _____ Days

DESCRIPTION	REF. #	AMOUNT
<p>One New Caterpillar 140H Motor Grader With All Standard Equipment As Well As: Cab Mounted Lights Air Conditioner With Heater Rear Defroster Fan V.H.P Engine Speedometer/Tachometer Heavy Duty Batteries Hydraulics 14' Blade Rear Ripper/Scarifier 14 00 - 24, 12 Ply Tires Dual Inside Mirrors</p>		
<p>Delivered Price With Standard Caterpillar 6 Month Factor Warranty And 3 Year or 5000 Hour Extended Powertrain Warranty</p>		<p>\$160,662</p>
<p>Guaranteed Repurchase At End Of 3 Years or 5000 Hours - \$136,200</p>	<p>DT- CITY</p>	<p>NO DEC 12 07:10:27</p>
<p>Trade Allowance On Used Caterpillar 12H Motor Grader, S/N 4XM01491 - \$120,540</p>		
<p>See Attached Copies Of Warranties And Repurchase Agreement</p>		


 TITLE - J.C. SMITH, Sales Manager

Office - (972) 721-2804

12. BID FOR MOTORGRADER

The specifications listed below are minimum requirements and are intended to govern, in general, the size and type of equipment desired (Caterpillar, Komatsu, John Deere, New Holland or approved equal) Please check "yes" or "no" if you can meet or exceed these specifications. If "no", bidder must state exception in the space provided or by attachment.

MAKE/MODEL: NEW HOLLAND RG170

Can meet or exceed these specifications

1. WEIGHT:

Minimum operating weight of 31'000 lbs. (Including ROPS) and other attachments without ballast

State Size: 35,886 lbs.

YES NO

2. ENGINE:

6-cylinder, 4-cycle diesel fully equipped with all necessary operating accessories, minimum 500 CID, 150 net flywheel horsepower at 2'000 rpm., dry type air cleaner with restriction indicator

CUMMINS
State Size/Type: 179 HP

YES NO

3. ELECTRICAL:

Equipped with (2) 12 volt, 100 Ampere-hour, 750 CCA maintenance-Free batteries, 24-volt direct electrical Low temperature starting system With 45 amp alternator

State Size: 24V/70AMP volt/amp.

YES NO

4. TRANSMISSION:

Direct drive power-shift providing (4) forward and (3) reverse speeds, and shall have electronic over speed protection

8 FORWARD, 4 REVERSE

YES NO

COLECTIC
MAY 11 11:45
MAY 11 11:45

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5. **FRAME:**
Front frame shall be flange single box construction, top and bottom of the section shall be continuous plates running from the front bolster to the articulation joint.
 YES NO
6. **RIPPER/SCARIFIER:**
Mid-mount with (7) scarifier teeth
 YES NO
7. **TIRES:**
All tires, front and rear, shall be new, tubelless, 12 ply, 14.00 x 24, G-2 traction tread grader tires
State Size 1400 X 24 G2 12 PLY
 YES NO
8. **RIMS:**
Wheels shall be (3) piece, 10" wide
 YES NO
9. **BRAKES:**
Multi-disc, oil-cooled, sealed and adjust-
ment free, reserve system for dead engine
braking shall be a dual type to allow
braking in the event of a partial system
failure
 YES NO
10. **PARKING BRAKE:**
Mechanical, manually operated
 YES NO
11. **FINAL DRIVE**
Planetary design
 YES NO
12. **FRONT AXLE:**
Minimum 22-inch ground clearance,
17 degree minimum lean positioning
of front wheel, hydraulically operated
 YES NO
13. **STEERING:**
Hydraulic, power, fully articulated
with maximum turning radius of
25 feet
State Radius 23.75'
 YES NO

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14. HYDRAULICS:

Hydraulic pump, variable displacement piston type pump, produce 48 GPM of oil flow, closed center, load sensing, separate oil tank (not combined with the power-train oil system).

YES NO

15. CONTROLS:

Fully hydraulic controls to operate blade, circle, wheel lean and all attachments. Hydraulic lock valves for every control circuit Hydraulic pump to provide constant control at any engine speed.

YES NO

16. MOLDBOARD.

Moldboard constructed of high carbon steel alloy, wear-resistant, equipped to hydraulically sideshift, right and left of center, with hydraulic pitch control Length 14', width 24", blade thickness: Minimum 3/4", with 3/4" blade bolts and blade bolt holes

YES NO

17. DIFFERENTIAL:

Manual lock and unlock

YES NO

18. LIGHT PACKAGE.

Stop lights, taillights, and directional lights with four-way flashers, and rear strobe.

YES NO

19. PAINT:

Standard manufacture

YES NO

20. CAB.

a.) roll over protection structure mounted on cab

YES NO

b.) approx. 40'000 BTU/hr heater
State Size BTU

YES NO

c.) windshield wipers and washers

YES NO

- d.) in cab rear view mirror YES NO
- e.) safety glass, tinted YES NO
- f.) adjustable suspension seat
(Bostrom or equal) YES NO
- (g) factory air conditioning YES NO
- (h) sound suppression system YES NO
- (i) fresh air pressurization YES NO
- (j) horn YES NO
- (k) push block (front mount) YES NO
- (l) electric hour meter YES NO
- (m) gauge package: fuel, coolant
temperature, oil pressure, amp meter/
volt meter, transmission oil temperature
gauge YES NO
- (n) audible back-up alarm YES NO
- (o) all safety devices required by
State or Federal regulations YES NO
- (p) (2) 24 Volt fans to circulate
air in cab YES NO

21. ELECTRIC STARTER

24-volt system

YES NO

22. TOOLBOX:

YES NO

23. SERVICE:

Equipment bid must have an authorized service facility within 120 miles of the working location of the machine and bidder shall supply name, address and telephone number of facility. Facility must be able to provide parts and service for all equipment bid.

YES NO

Name of service facility: TEXAS TIMBERJACK, INC.

Address: HWY 59 LOOP, ATLANTA, TX/59S. LUFKIN TX

Telephone: (903) 796-0256 (936)-634-3365

Contact Person: PAUL STRINGER/W A DUBOSE

24. PRECINCT THREE- STATE ORIGINAL PURCHASE PRICE: \$ 104,500.00
Less: Trade-in of (1) 1978 Caterpillar 120G motor grader: \$ 12,000.00
TOTAL PURCHASE PRICE: \$ 192,500.00

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25. GUARANTEED REPURCHASE PRICE FOR SPECIFIED PERIOD FOR MOTOR GRADER:

or 3'600 Hours: \$ NO BID

26. STANDARD WARRANTY:

Describe standard warranty: 1 YEAR 2,000 HRS

27. EXTENDED WARRANTY:

Describe Extended Warranty: 2 YEARS 3,000 HRS, TOTAL 36 MONTHS 5 HRS

(a) OPTIONAL: Cost of Extended Warranty: \$ 1,800.00

28. BIDDER DOES () DOES NOT () MEET ALL SPECIFICATIONS

EXCEPTIONS. FRONT MOUNT SCARIFIER IN LIEU OF MID MOUNT

FIRM/BIDDER TEXAS TIMBERJACK, INC.

BY WA DeBane Signature title

ADDRESS. RT 15, BOX 9475, LUFKIN, TEXAS 75901

PHONE: (936) 634-3365



P. O. Box 540788 • Dallas, Texas • 75354-0788 • 972/721-2000 • 800/733-3277

QUOTATION

DATE - December 11, 2000

Upshur County Pct #3
 P O. Box 730
 Gilmer, Texas 75644-0730

Delivery- Approx. 10 Weeks
 F O.B-Upshur Co Pct. #3 Barn
 Terms- Up to 60 Months at 6.9% Simple Interest

Prices Quoted Are Firm For a Period Of _____ Days

DESCRIPTION	REF. #	AMOUNT
<p>One New Caterpillar 140H Motor Grader With All Standard Equipment As Well As: Cab Mounted Lights Air Conditioner With Heater Rear Defroster Fan V H P. Engine Speedometer/Tachometer Heavy Duty Batteries Hydraulics 14' Blade V-Type Front Scarfier With 11 Teeth 14 00 - 24, 12 Ply Tires Dual Inside Mirrors Push Block 2 Fans To Circulate Air in Cab</p>		
<p>Delivered Price With Standard Caterpillar 6 Month Factor Warranty And 3 Year or 5000 Hour Extended Powertrain Warranty</p>		\$159,377
<p>Guaranteed Repurchase At End Of 3 Years or 5000 Hours - \$126,200</p>	<p>DEC 12 11 2000</p>	
<p>Trade Allowance On Used Caterpillar 120G Motor Grader, S/N 87V03890 - \$15,000</p>		
<p>See Attached Copies Of Warranties And Repurchase Agreement</p>		


TITLE - J.C. SMITH, Sales Manager

Office - (972) 721-2804

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NOTICE TO BIDDERS

Upshur County Commissioner's Court will open sealed bids Monday, December 11, 2000, at 9:00 AM, for the purchase of the following:

Motor Grader for Precinct 3

Bid specifications may be obtained at the Auditor's Office in the Upshur County Courthouse, Gilmer, Texas or by calling 903-843-4001.

Bids must be received at the County Auditor's Office, Third Floor, Upshur County Courthouse, Gilmer, Texas 75644, by 5:00 p.m., Friday, December 8, 2000. Please specify on outside of bid envelope "Motor Grader for Pct 3."

The county reserves the right to accept or reject all or part of any bid and to award the bid to the lowest responsible bidder.

CO DEC 12 AM 10:27
SP. TX.
BY _____
AUDIT

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12. BID FOR MOTORGRADER

The specifications listed below are minimum requirements and are intended to govern, in general, the size and type of equipment desired (Caterpillar, Komatsu, John Deere, New Holland or approved equal). Please check "yes" or "no" if you can meet or exceed these specifications. If "no", bidder must state exception in the space provided or by attachment.

MAKE/MODEL: _____

Can meet or exceed
these specifications

1. WEIGHT:

Minimum operating weight of
31'000 lbs. (Including ROPS)
and other attachments without
ballast

State Size: _____ lbs.

YES _____ NO

2. ENGINE:

6-cylinder, 4-cycle diesel fully
equipped with all necessary
operating accessories, minimum
500 CID, 150 net flywheel
horsepower at 2'000 rpm., dry
type air cleaner with restriction
indicator

State Size/Type: _____

YES _____ NO

3. ELECTRICAL:

Equipped with (2) 12 volt, 100
Ampere-hour, 750 CCA maintenance-
Free batteries, 24-volt direct electrical
Low temperature starting system
With 45 amp alternator

State Size: _____ volt/amp.

YES _____ NO

4. TRANSMISSION:

Direct drive power-shift providing
(4) forward and (3) reverse speeds,
and shall have electronic over
speed protection

YES _____ NO

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5. FRAME:

Front frame shall be flange single box construction, top and bottom of the section shall be continuous plates running from the front bolster to the articulation joint.

YES NO

6. RIPPER/SCARIFIER:

Mid-mount with (7) scarifier teeth

YES NO

7. TIRES:

All tires, front and rear, shall be new, tubeless, 12 ply, 14.00 x 24, G-2 traction tread grader tires

State Size: _____

YES NO

8. RIMS:

Wheels shall be (3) piece, 10" wide

YES NO

9. BRAKES:

Multi-disc, oil-cooled, sealed and adjust-
ment free, reserve system for dead engine
braking shall be a dual type to allow
braking in the event of a partial system
failure

YES NO

10. PARKING BRAKE:

Mechanical, manually operated

YES NO

11. FINAL DRIVE:

Planetary design

YES NO

12. FRONT AXLE:

Minimum 22-inch ground clearance,
17 degree minimum lean positioning
of front wheel, hydraulically operated

YES NO

13. STEERING:

Hydraulic, power, fully articulated
with maximum turning radius of
25 feet

State Radius _____

YES NO

14. HYDRAULICS:

Hydraulic pump, variable displacement piston type pump, produce 48 GPM of oil flow, closed center, load sensing, separate oil tank (not combined with the power-train oil system).

YES NO

15. CONTROLS:

Fully hydraulic controls to operate blade, circle, wheel lean and all attachments. Hydraulic lock valves for every control circuit. Hydraulic pump to provide constant control at any engine speed.

YES NO

16. MOLDBOARD:

Moldboard constructed of high carbon steel alloy, wear-resistant, equipped to hydraulically sideshift, right and left of center, with hydraulic pitch control. Length : 14'; width: 24"; blade thickness: Minimum 3/4"; with 3/4" blade bolts and blade bolt holes

YES NO

17. DIFFERENTIAL:

Manual lock and unlock

YES NO

18. LIGHT PACKAGE:

Stop lights, taillights, and directional lights with four-way flashers, and rear strobe.

YES NO

19. PAINT:

Standard manufacture

YES NO

20. CAB:

a.) roll over protection structure mounted on cab

YES NO

b.) approx. 40'000 BTU/hr heater
State Size _____ BTU

YES NO

c.) windshield wipers and washers

YES NO

.JL 57 PG 780

- d.) in cab rear view mirror YES NO
- e.) safety glass, tinted YES NO
- f.) adjustable suspension seat (Bostrom or equal) YES NO
- (g) factory air conditioning YES NO
- (h) sound suppression system YES NO
- (ii) fresh air pressurization YES NO
- (j) horn YES NO
- (k) push block (front mount) YES NO
- (l) electric hour meter YES NO
- (m) gauge package: fuel, coolant temperature, oil pressure, amp meter/volt meter, transmission oil temperature gauge YES NO
- (n) audible back-up alarm YES NO
- (o) all safety devices required by State or Federal regulations YES NO
- (p) (2) 24 Volt fans to circulate air in cab YES NO

21. ELECTRIC STARTER: 24-volt system YES NO

22. TOOLBOX: YES NO

23. SERVICE: Equipment bid must have an authorized service facility within 120 miles of the working location of the machine and bidder shall supply name, address and telephone number of facility. Facility must be able to provide parts and service for all equipment bid. YES NO

Name of service facility: DARR EQUIPMENT Co.
Address: LONGVIEW, TEXAS
Telephone: (903) 758-0175
Contact Person: HARVIN MURPH. SERVICE MANAGER

24. PRECINCT THREE- STATE ORIGINAL PURCHASE PRICE: \$ 159,377
Less: Trade-in of (1) 1978 Caterpillar 120G motor grader: \$ _____
TOTAL PURCHASE PRICE: \$ _____

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25. GUARANTEED REPURCHASE PRICE FOR SPECIFIED PERIOD FOR MOTOR GRADER:
or 3'600 Hours: \$ 3 YEARS OR 5000 HOURS - 126,200 ^{SEE ATTACHED COPY} OF ~~REPURCHASE AGREEMENT~~

26. STANDARD WARRANTY: 6 MONTH FULL MACHINE
Describe standard warranty: SEE ATTACHED COPY

27. EXTENDED WARRANTY:
Describe Extended Warranty: 3 YEARS OR 5000 HOURS ON POWER TRAIN - SEE ATTACH. COPY
(a) OPTIONAL: Cost of Extended Warranty: \$ INCLUDED IN PRICE OF MACHINE

28. BIDDER DOES () DOES NOT () MEET ALL SPECIFICATIONS

EXCEPTIONS:

FIRM/BIDDER DAVE EQUIPMENT Co.

BY J.C. Smith SALES MANAGER
Signature J.C. SMITH title

ADDRESS: P.O. Box 540788; DALLAS, TEXAS 75354-0788

PHONE: (972) 721-2804

**Upshur County
Bi-Weekly Payroll
Deduction Rates
December 11, 2000**

Medical Insurance Premiums

June 1, 2000 through May 31, 2001

Family	\$	59.72
Spouse Only	\$	47.41
Children	\$	29.66
Child Only	\$	27.81

Vacation **4 hours per bi-weekly pay cycle**

Sick Time **3 hours per bi-weekly pay cycle**

Longevity **\$ 2.00 per years of service per Bi-Weekly pay cycle**

The UPSHUR COUNTY AID PROGRAM(BANK) is a volunteer organization that has been operating for more than 13 years in Upshur County. Below you will find some of the services that has been provided during the past two years. Most of these funds were accessible funds and not actually received by our organization. We provide services through the Salvation Army, Upshur County United Fund, Upshur County Benevolence Fund, SWEPCO, Upshur Rural Electric, Emergency Food & Shelter,AAA, local churches, civic groups, individuals and any other source that we become aware of. In many counties services that we provide are provided by a County Social Service Department with paid staff, etc. We enjoy providing these services and want to continue since so many people benefit. As we approach Christmas, the number will increase for 2000.

Age	1999	2000(11 mths.)
0-5 years	809	696
6-10 years	726	507
10-15 years	519	383
16-19 years	338	243
19-21 years	207	72
22-55 years	817	713
56-59 years	372	281
60-70 years	408	289
71-80 years	83	52
81-90 years	51	38
91-100 years	3	19
TOTAL	4333	3293

BY _____
 DEPUTY
 DEC 12 AM 10:24
 1:17X

Service Description	Amount Spent 1999	Persons Served Full Year 1999	Numbers Items	Amount Spent 2000	Persons Served 11 months 2000	Numbers Items
Food	\$18,207.61	4197	27925 meals	\$20,979.30	3759	27107 meals
Rent/Mortgage- 1 month	\$11,352.13	1271	59 bills	\$13,249.76	1801	63 bills
Utilities	\$19,752.93	3752	131 bills	\$20,002.53	3711	129 bills
Clothing	\$3,617.22	913		\$4,209.66	1003	
Medication	\$1,947.81	178		\$2,257.16	192	
Medical/Eyeglasses	\$608.00	31		\$813.73	57	
Transportation	\$379.00	62		\$417.75	71	
Ensure Formula-over 60 yrs.	\$0.00	0	0	\$1,744.36	317	
Diapers	\$657.41	198		\$402.74	221	
Thanksgiving	\$493.17	407	814 meals	\$685.21	588	1176 meals
Christmas-food/toys/clothing	\$3,270.23	1609				
Miscellaneous	\$2,714.38	173		\$3,003.78	208	
TOTAL	\$62,999.89	14790		\$67,765.98	11928	

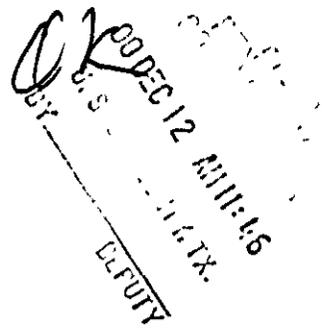
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**LINEBARGER HEARD GOGGAN BLAIR
GRAHAM PEÑA & SAMPSON, LLP**

Attorneys at Law
1517 W. FRONT ST., SUITE 202
P O. BOX 2032
TYLER, TEXAS 75710

Telephone: (903) 597-2897
Facsimile: (903) 597-2402

December 6, 2000



Charles Still, County Judge
Gaddis Lindsey, Precinct 1
Tommy Stanley, Precinct 2
Rick Jackson, Precinct 3
Russell Green, Precinct 4
P O. Box 790
Gilmer, TX 75644

**RE Delinquent Tax Collection Report for the period
November 15, 1998 to November 15, 2000.**

Dear Judge Still and Commissioners:

We are respectfully submitting our delinquent tax report which informs the Court of our various collection methods, litigation process and our collection results for a twenty-four month period

MAILINGS

During this reporting period, our law firm has continued its mailing program to ensure that delinquent taxpayers are aware that they owe taxes to Upshur County. We have mailed on behalf of Upshur County warning notice letters in increasing severity of tone to delinquent taxpayers. Every taxpayer on your delinquent roll with a current address has heard from us several times.

In addition to our regular mailings, we have prepared and mailed various specialized letters on behalf of Upshur County in order to supplement delinquent tax collections. The following letters were strategically mailed throughout this reporting period and targeted carefully selected delinquent accounts.

"Notice of Tax Lien"

"Notice of Intent to Sue"

We are pleased to report that these letters were very effective and produced favorable results. Several taxpayers who received one of these letters either paid his or her taxes in full or entered into a payment agreement with Upshur County.

LITIGATION

NEW LAWSUITS - Where requests for payment and all other negotiations have failed, we have backed up our notice letters with lawsuits. During this reporting period we have filed one hundred forty (140) lawsuits against one hundred sixty-eight (168) parcels of property seeking the collection of \$564,585.00 in delinquent taxes, penalties, and interest

JUDGMENTS - Courtroom judgments have been taken in one hundred eighteen (118) lawsuits involving \$319,541.00 in delinquent taxes, penalties and interest. These judgments include tax foreclosures on one hundred fifty-four (154) tracts.

DISMISSALS - There are many instances where a defendant in an ad valorem tax suit has been served with citation and subsequently pays his/her taxes in full. Upon payment of the taxes and costs of court our law firm files a motion to dismiss the lawsuit. As a result of full payment, forty-five (45) lawsuits involving \$77,790.00 have been dismissed during this reporting period.

PENDING LAWSUITS - There are approximately one hundred sixty-six (166) pending lawsuits on the Court's docket on behalf of Upshur County seeking the collection of \$348,027 00 in delinquent taxes, penalties and interest against two hundred one (201) tracts of real, personal and mineral property.

POST JUDGMENT COLLECTIONS

TAX SALES - Where all other efforts have failed in collecting on our judgments, we then advertise and post properties for sale. During this reporting period, we have posted for tax sale eighty-seven (87) tracts of real and mineral property involving just over \$354,335.00 in delinquent taxes, penalties and interest owed to Upshur County.

DELINQUENT TAX ROLL

In order to maximize our collection efforts on behalf of Upshur County, our law firm regularly monitors and reviews the top delinquent accounts on your tax roll. We always try to target the largest delinquent accounts first and work down the roll by descending dollar amount.

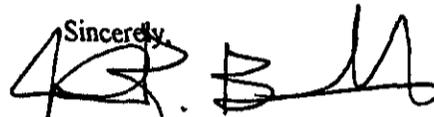
COLLECTIONS

We have collected just over \$924,300 00 in delinquent taxes, penalties and interest for the Upshur County from November 15, 1998 through November 15, 2000

CONCLUSION

We pledge to continue to follow through with what has developed into a sound collection program This will include prosecuting the pending suits to conclusion, writing demand letters on a regular basis, and filing additional suits in those cases where our letters and requests for payment are ignored We will also continue working closely with you to provide assistance and advice in all property tax matters, including changes in the law brought about by the Property Tax Code

As always, if there are any questions about this report or the Court desires a different format of presentation, please do not hesitate to contact me. We look forward to continuing our association with Upshur County and we have genuinely appreciated the opportunity to work with you and for you during he past seventeen (17) years.

Sincerely,

John R. Bolster

JRB/bgm

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DEC 12 11:19:25
BY: [unclear]
CITY

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#17

Federal Aviation Administration
Southwest Region
Air Traffic Division, ASW-520
Fort Worth, TX 76193-0520

AERONAUTICAL STUDY
No: 00-ASW-6893-OE

ISSUED DATE: 11/27/00

KEN REYNOLDS
REYNOLDS RADIO, INC
P O BOX 11196
COLLEGE STATION TX 77842

**** PUBLIC NOTICE ****

The Federal Aviation Administration is conducting an aeronautical study concerning the following:

Description: ANTENNA TOWER: 99.3 MHZ @ 100 WATTS ERP

Location: GILMER TX
Latitude: 32-38-48.50 NAD 83
Longitude: 094-47-52.76
Heights: 983 feet above ground level (AGL)
1383 feet above mean sea level (AMSL)

The structure as described above exceeds obstruction standards. To determine its effect upon the safe and efficient use of navigable airspace by aircraft and on the operation of air navigation facilities, the FAA is conducting an aeronautical study under the provisions of U.S.C., Section 44718 and, if applicable, Title 14 of the Code of Federal Regulations, part 77.

In the study, consideration will be given to all facts relevant to the effect of the structure on existing and planned airspace use, air navigation facilities, airports, aircraft operations, procedures and minimum altitudes, and the air traffic control system.

Interested persons are invited to participate in the aeronautical study by submitting comments to the above FAA address. To be eligible for consideration, comments must be relevant to the effect the structure would have on aviation, must provide sufficient detail to permit a clear understanding, must contain the aeronautical study number printed in the upper right hand corner of this notice, and must be received on or before 01/03/01.

Airport managers are encouraged to post this notice. This notice may be reproduced and circulated by any interested person.

SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

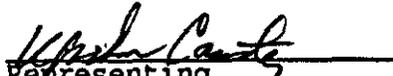

Prentiss M. Andrews
Specialist, Airspace Branch

(CIR)

() Comments stated in attached letter.

() No comments submitted.


Signature & Title


Representing

12-11-00
Date

Federal Aviation Administration
Southwest Region
Air Traffic Division, ASW-520
Fort Worth, TX 76193-0520

AERONAUTICAL STUDY
No: 00-ASW-6893-OE

ISSUED DATE: 11/27/00

KEN REYNOLDS
REYNOLDS RADIO, INC
P O BOX 11196
COLLEGE STATION TX 77842

**** PUBLIC NOTICE ****

The Federal Aviation Administration is conducting an aeronautical study concerning the following:

Description: ANTENNA TOWER: 99.3 MHZ @ 100 WATTS ERP

Location: GILMER TX
Latitude: 32-38-48.50 NAD 83
Longitude: 094-47-52.76
Heights: 983 feet above ground level (AGL)
1383 feet above mean sea level (AMSL)

The structure as described above exceeds obstruction standards. To determine its effect upon the safe and efficient use of navigable airspace by aircraft and on the operation of air navigation facilities, the FAA is conducting an aeronautical study under the provisions of U.S.C., Section 44718 and, if applicable, Title 14 of the Code of Federal Regulations, part 77.

In the study, consideration will be given to all facts relevant to the effect of the structure on existing and planned airspace use, air navigation facilities, airports, aircraft operations, procedures and minimum altitudes, and the air traffic control system.

Interested persons are invited to participate in the aeronautical study by submitting comments to the above FAA address. To be eligible for consideration, comments must be relevant to the effect the structure would have on aviation, must provide sufficient detail to permit a clear understanding, must contain the aeronautical study number printed in the upper right hand corner of this notice, and must be received on or before 01/03/01.

Airport managers are encouraged to post this notice. This notice may be reproduced and circulated by any interested person.

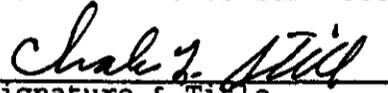
SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

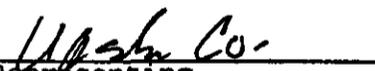

Prentiss M. Andrews
Specialist, Airspace Branch

COPIES 12 11:10 AM
SECURITY

() Comments stated in attached letter.

() No comments submitted.


Signature & Title


Representing

12-11-00
Date



Aeronautical Study Number 00-ASW-6893-OE Gilmer, Texas

The proposed construction would be located approximately 8.26 nautical miles (NM) southeast of Gilmer-Upshur County Airport, Gilmer, Texas. It would exceed the obstruction standards of Title 14, Code of Federal Regulations (CFR), Part 77 as follows:

- Section 77.23(a)(1) by 483 feet; i.e., a height that exceeds 500 feet above ground level (AGL)

Section 77.23(a)(3) by 134 feet; i.e., a height that increases minimum instrument flight altitude within a terminal area (TERPS criteria). Consequently, the proposed structure would increase a minimum vectoring altitude (MVA) within Longview Approach Control airspace from 2200 feet AMSL to 2500 feet AMSL.



Post Office Box 2034
Austin, Texas 78768-2034

901 MoPac South
Barton Oaks IV, Suite 500
Austin, Texas 78746

Tel 800-823-7782
512-328-8889

Fax 512-328-8887

BOARD OF TRUSTEES

Bill Melton, Chairman
County Treasurer
Dallas County

Martha Gustavsen, Vice-Chairman
County Treasurer
Montgomery County

Charlotte A. Carey
County Auditor
Pecos County

Mich Liles
Director
Denton County Adult Probation

John Marshall
Chief Appraiser
Tarrant County
Appraisal District

Steve Radack
County Commissioner
Harris County

Kathy Reeves
Tax Assessor-Collector
Midland County

Amador E. Reyna
Chief Appraiser
Hardin County
Appraisal District

John G. Wilby
County Judge
Brazoria County

STAFF

Terry Horton
Director

Paul J. Williams
Investment Officer

To: The Honorable Myra Harris
Upshur County Treasurer

From: Kelle Broussard, Plan Administration

Subject: Acknowledgement of No Plan Change Notice

Date: Tuesday, October 03, 2000

We have received your subdivision's No Plan Change Notice indicating that no changes in benefits, options or elected employer costs are being made for plan year 2001

The enclosed document is a summary of the options in effect for your plan as of January 1, 2001. Please use the rates below beginning with your January 2001 monthly report, due to TCDRS by February 15.

If the plan summary does not accurately reflect the intent of your governing board, please contact us immediately.

Thank you for your cooperation.

2001 Employee Deposit Rate: 7%

2001 Employer Contribution Rate: 9.74%

2001 Supplemental Death Benefit Rate: None

cc: Upshur County Judge

BY: [Signature] COUNTY CLERK
NOV 12 11:10:25

VOL 57 PG 792

RS Engineering & Construction

2524 Lansing Switch Road
Longview, Texas 75602
Phone (903) 660-1020
Fax (903) 668-4199

Invoice

DATE	INVOICE #
1/19/00	LHSUB

BILL TO
Lewis Hewitt Route 2 Box 758 Big Sandy, Texas 75755

PO NO	TERMS	PROJECT
Subdivision	Due on receipt	

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Subdivision Layout Report	500 00	500 00
		Total	\$500 00

#511
DEC 12 11:10:25
PUTY

Randal R. House, P.E., R.S.
2524 Lansing Switch Road Longview, Texas 75602
Phone (903) 660-1020

January 18, 2000

Upshur County
Commissioner's Court
Gilmer, Texas 75644

Project Hewitt Subdivision

Dear Sir's,

The attached facility planning information is submitted in accordance with the TNRCC Regulations (285.4) for your approval. This evaluation is to assure adequate disposal is available on each lot for an on - site sewage facility. This should satisfy the intent of Item 10 of the Upshur County Subdivision specifications. Please let me know if any additional information is needed.

Sincerely,


Randal R. House

p c. Lewis Hewitt / Hewitt Subdivision
Wendell Duke / Upshur County

VOL 57 PG 794

SUBDIVISION CONSTRUCTION APPLICATION

Upshur County, Texas

APPLICANT (PERSON FILLING OUT FORM) Randal House Title: Engineer
Developer's Name: Lewis Hewitt Mailing Address: Route 2 Box 758 Big Sandy, Texas
75755

Subdivision Name: Hewitt Subdivision

Location of Proposed Subdivision: FM Highway 1404 and Crepe Myrtle Road

Total Size of Subdivision: 30.18 Acres Precinct # 3

Total Number of Lots Proposed: 43 Lot Size. Min: 0.5 Max: 1.186 (acres)

Soil Evaluation performed by: Randal R. House Phone: (903) 660-1020

Potable Water Supplied by: Pritchett Water Supply

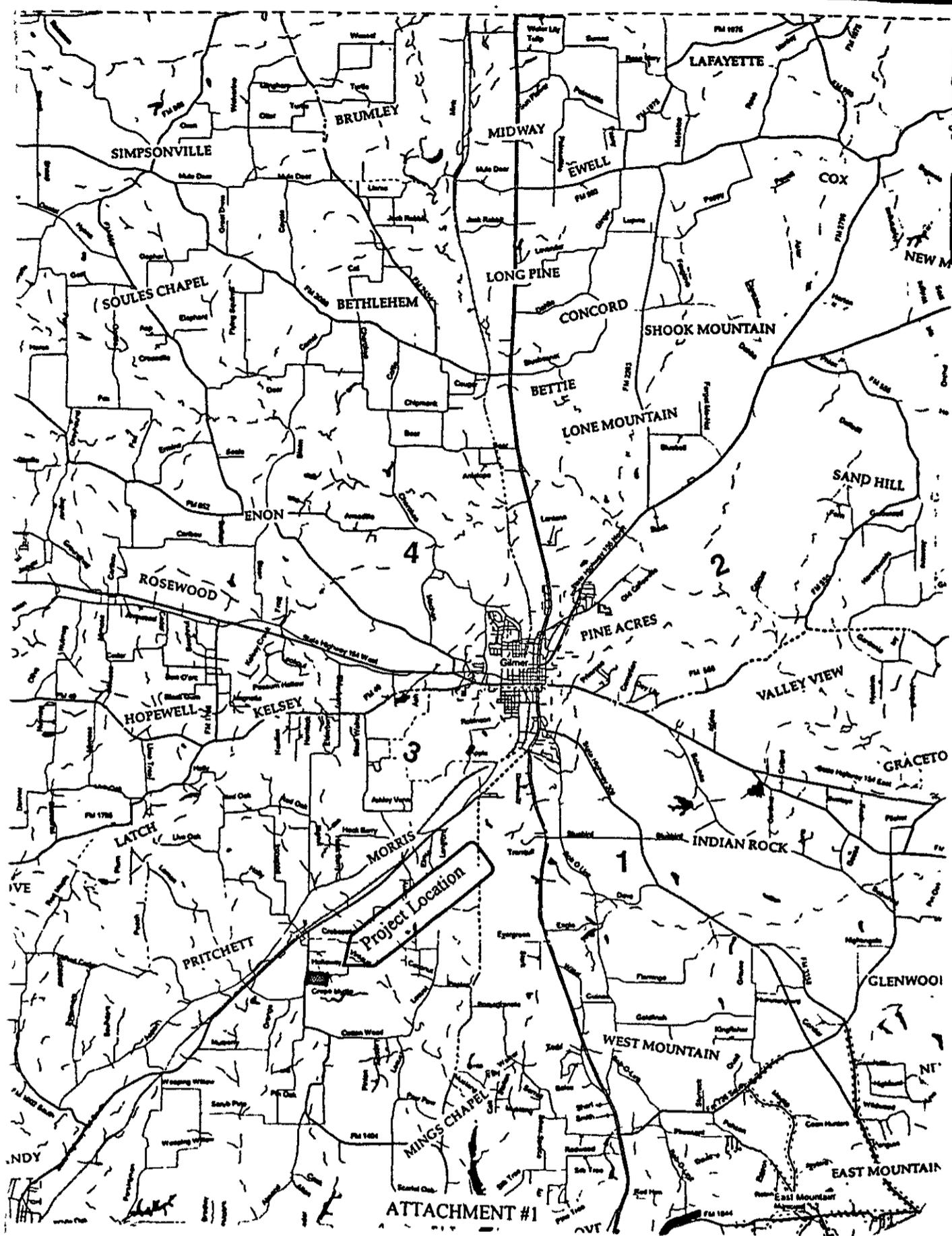
Attachment #1: A partial County road map showing the location of the proposed subdivision.

Attachment #2A: A partial USGS topographic map (Scale of 1"=2000') showing the location of the subdivision # **2B** Flood Plain Map

Attachment #3A: Soils map. #**3B** & #**3C:** Soil Properties

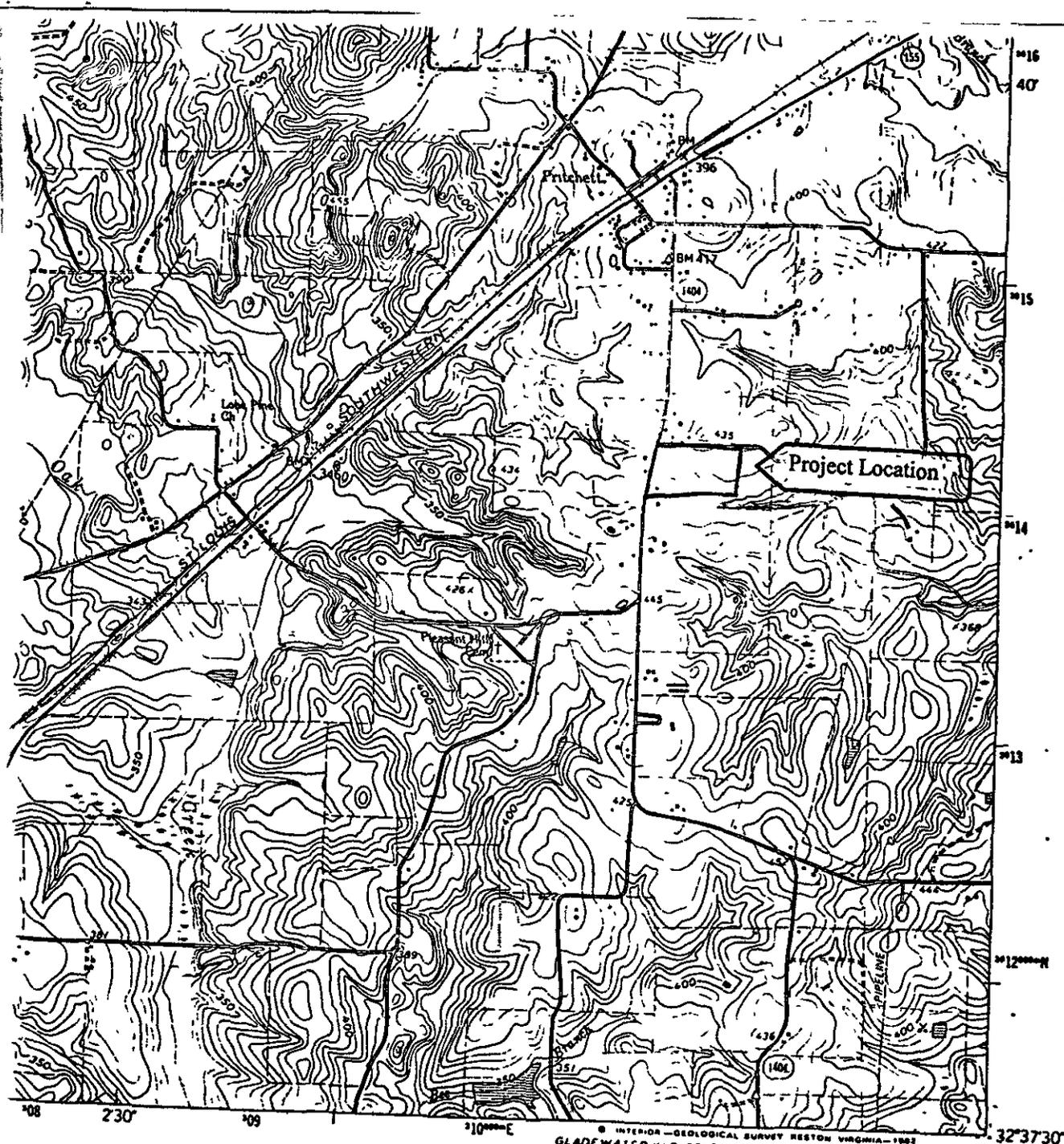
Attachment #4A & #4B: Typical aerobic system layout.

Final plat enclosed



ATTACHMENT #1

VOL 57 PG 796



1 MILE



QUADRANGLE LOCATION

2092

3295-414

ATTACHMENT #2A

ROAD CLASSIFICATION

- Heavy duty —————
- Medium duty - - - - -
- Light duty - - - - -
- Unimproved dirt
- () State Route

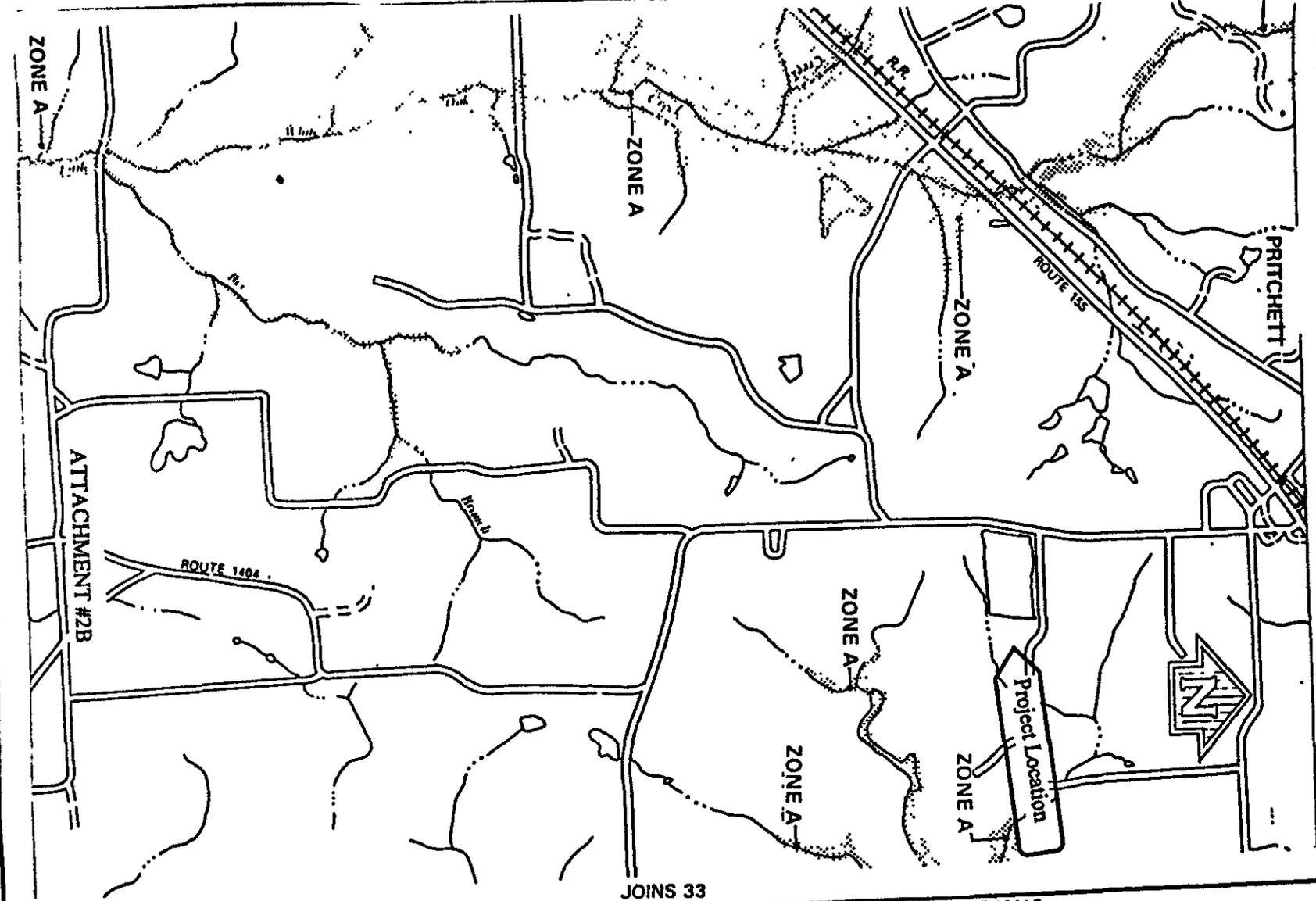
PRITCHETT TEX.
N3237 5-W9500/7 5

1960
PHOTOREVISED 1981
DMA 6040 II NE-SERIES V882

INTERIOR - GEOLOGICAL SURVEY RESTON VIRGINIA - 1982
GLADEWATER U S 80: 7 8 MI
LONGVIEW 2: 1 MI

32°37'30"
95°00'

GLADEWATER
N 3237 5
W 9500 7 5



32	DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT Federal Insurance Administration	APPROXIMATE SCALE 2000 0 2000 4000 6000 FEET	EFFECTIVE DATE 5/31/77
	UPSHUR CO., TX (UNINCORPORATED AREAS)	FLOOD HAZARD BOUNDARY MAP	

**Hewitt Subdivision
Technical Report for On-Site Sewage Disposal**

Mr. Lewis Hewitt requested investigation of the proposed Hewitt Subdivision on F.M. Highway 1404 in Upshur County, Texas. The property is located at the intersection of F.M. Highway 1404 and Crepe Myrtle Road. The forty three (43) lots are intended for single family houses ranging up to 2,000 square feet of living area. Average anticipated volume of wastewater is 240 gallons per day per lot.

There are no known sewage collection systems within one mile of the property. No public water wells were found within 150 feet of the property lines.

The property is located in the Pond Creek watershed. No portion of the property is in a designated flood zone delineated on the FEMA map (Attachment 2B) for this area.

A site inspection was made to determine suitability of each lot for an on-site sewage treatment system. Soil properties are included in "Attachment 3". Soil conditions found in the subdivision are not suitable for subsurface disposal. The proposed method for treating the waste water is an aerobic system with surface irrigation. Other treatment and disposal methods may be designed for individual lots.

Typical application areas for surface irrigation with treated effluent are shown on Attachment's 4A & B for Lot's 21 & 37. The subdivision plan provides adequate disposal area for treated waste water by either surface or drip irrigation. Site specific plans will be prepared by a licensed Professional Engineer or Registered Sanitarian and submitted to Upshur County for approval before installation.

Upshur and Gregg Counties, Texas

TABLE 14.--ENGINEERING INDEX PROPERTIES

The symbol < means less than, > means more than. Absence of an entry indicates that data were not estimated]

Map symbol and soil name	Depth In	USDA texture	Classification		Frag- ments > 3 inches Pct	Percentage passing sieve number--				Liquid limit Pct	Plas- ticity index
			Unified	AASHTO		4	10	40	200		
eB----- Blenville	0-50	Loamy fine sand	SM	A-2-4, A-4	0	100	100	90-100	17-50	<25	NP-3
	50-80	Loamy fine sand, fine sandy loam, fine sand.	SM, ML	A-2-4, A-4	0	100	100	90-100	16-55	<25	NP-3
Bc----- Bowie	0-12	Fine sandy loam	SM, SM-SC, ML	A-2-4, A-4	0	98-100	98-100	95-100	30-55	<25	NP-6
	12-72	Sandy clay loam, clay loam, fine sandy loam.	SC, CL	A-4, A-6	0	90-100	90-100	85-100	40-77	20-48	8-30
cC #----- Bowie	0-12	Fine sandy loam	SM, SM-SC, ML	A-2-4, A-4	0	98-100	98-100	95-100	30-55	<25	NP-6
	12-72	Sandy clay loam, clay loam, fine sandy loam.	SC, CL	A-4, A-6	0	90-100	90-100	85-100	40-77	20-48	8-30
Urban land.											
dC----- Briley	0-26	Loamy fine sand	SM, ML	A-2-4, A-4	0	97-100	95-100	80-100	17-51	<25	NP-4
	26-80	Fine sandy loam, sandy clay loam.	SC, CL	A-4, A-6	0	95-100	95-100	85-100	36-65	22-39	8-22
eE----- Luthbert	0-8	Fine sandy loam	SM, SM-SC, ML	A-2-4, A-4	0-1	83-100	78-100	73-98	20-55	<30	NP-6
	8-36	Sandy clay loam, sandy clay, clay.	SC, CL, CH	A-6, A-7	0-1	95-100	90-100	80-100	45-98	37-63	20-40
	36-60	Stratified fine sandy loam and shale.	SC, CL	A-6, A-7, A-2-6, A-2-7	0-3	89-100	85-100	80-100	28-84	29-45	11-26
E:#----- Luthbert	0-8	Fine sandy loam	SM, SM-SC, ML	A-2-4, A-4	0-1	83-100	78-100	73-98	20-55	<30	NP-6
	8-36	Sandy clay loam, sandy clay, clay.	SC, CL, CH	A-6, A-7	0-1	95-100	90-100	80-100	45-98	37-63	20-40
	36-60	Stratified fine sandy loam and shale.	SC, CL	A-6, A-7, A-2-6, A-2-7	0-3	89-100	85-100	80-100	28-84	29-45	11-26
Urban land.											
F:#----- Luthbert	0-16	Gravelly fine sandy loam.	SM, GM	A-1-B, A-2-4, A-4	0-5	55-78	50-78	35-73	20-49	<25	NP-4
	16-38	Sandy clay loam, sandy clay, clay.	SC, CL, CH	A-6, A-7	0-1	95-100	90-100	80-100	45-98	37-63	20-40
	38-60	Stratified fine sandy loam and shaly clay.	SC, CL	A-6, A-7, A-2-6, A-2-7	0-3	89-100	85-100	80-100	28-84	29-45	11-26
gS----- Sed Springs	0-7	Gravelly loam	SC, SM-SC	A-2-4, A-4, A-6, A-2-6	0-7	70-80	65-80	55-70	20-45	20-40	4-20
	7-32	Clay loam, clay	CL, CH	A-7-6	0-7	70-100	70-98	65-85	51-75	41-60	18-35
	32-46	Sandy clay loam, clay loam, clay.	CL, CH	A-6, A-7-6	0-7	95-100	90-100	75-100	51-90	32-56	16-30
	46-60	Weathered glauconite.	---	---	---	---	---	---	---	---	---

See footnote at end of table.

ATTACHMENT #3B

TABLE 14.--ENGINEERING INDEX PROPERTIES--Continued

Map symbol and soil name	Depth In	USDA texture	Classification		Frag- ments > 3 inches Pct	Percentage passing sieve number--				Liquid limit Pct	Plas- ticity index
			Unified	AASHTO		#	10	40	200		
DaC Darco	0-62 62-80	Fine sand Sandy clay loam, sandy loam.	SM SC, SM-SC	A-2 A-2, A-4, A-6	0-5 0	95-100 100	95-100 95-100	60-90 75-90	15-30 25-50	<30 20-40	NP-4 5-18
DaE Darco	0-65 65-80	Fine sand Sandy clay loam, sandy loam.	SM SC, SM-SC	A-2 A-2, A-4, A-6	0-5 0	95-100 100	95-100 95-100	60-90 75-90	15-30 25-50	<30 20-40	NP-4 5-18
ErC Elrose	0-8 8-80	Fine sandy loam Sandy clay loam, clay loam.	SM, SM-SC SC, CL	A-2-4, A-4 A-4, A-6	0 0	85-100 90-100	75-95 85-95	70-85 80-90	30-45 36-55	<25 20-38	NP-7 8-20
Iu Iuka	0-12 12-22 22-60	Fine sandy loam Fine sandy loam, loam, sandy loam. Sandy loam, fine sandy loam, loam.	SM, SM-SC, ML, CL-ML SM, SM-SC, ML, CL-ML SM, ML	A-4, A-2 A-4 A-2, A-4	0 0 0	95-100 95-100 95-100	90-100 85-100 90-100	70-100 65-100 70-100	30-60 36-75 25-60	<20 <30 <30	NP-7 NP-7 NP-7
KrC Kirvin	0-12 12-51 51-61	Very fine sandy loam. Clay loam, sandy clay, clay. Stratified sandy clay loam and shale.	SM, ML CL, CH SC, CL, CH	A-4 A-7 A-4, A-6, A-7	0-2 0-1 0-1	85-100 95-100 95-100	78-98 95-100 90-100	70-95 85-100 50-90	36-70 75-95 36-80	<25 45-67 25-52	NP-4 25-43 9-32
KsC Kirvin	0-10 10-42 42-57 57-65	Gravelly fine sandy loam. Clay loam, sandy clay, clay. Sandy clay loam, clay loam, clay. Stratified sandy clay loam to very shaly clay.	SM, GM CL, CH CL, CH SC, CL, CH	A-1-b, A-2-4, A-4 A-6, A-7 A-4, A-6, A-7	0-5 0-1 0-1 0-1	55-80 95-100 95-100 95-100	50-78 95-100 90-100 90-100	35-70 85-100 75-100 50-90	25-49 75-95 51-90 36-80	<25 45-67 32-52 25-52	NP-4 25-43 16-32 9-32
KrC* Kirvin	0-12 12-51 51-61	Very fine sandy loam. Clay loam, sandy clay, clay. Stratified sandy clay loam and shale.	SM, ML CL, CH SC, CL, CH	A-4 A-7 A-4, A-6, A-7	0-2 0-1 0-1	85-100 95-100 95-100	78-98 95-100 85-100	70-95 75-95 50-90	36-70 75-95 36-80	<25 45-67 25-52	NP-4 25-43 9-32
Urban land.											
KsC* Kirvin	0-40 40-60	Sandy clay Stratified sandstone and shale.	CL, CH ---	A-7 ---	0-2 ---	95-100 ---	95-100 ---	85-99 ---	75-95 ---	45-67 ---	25-43 ---
KtB Kullit	0-7 7-49 49-70	Very fine sandy loam. Loam, sandy clay loam, clay loam. Sandy clay, clay	ML, CL-ML CL CL, CH	A-4 A-4, A-6 A-7	0 0 0	100 100 100	100 98-100 92-100	94-100 90-100 85-95	51-75 55-85 55-90	<28 25-40 43-53	NP-7 8-18 20-27
KuB* Kullit	0-7 7-49 49-70	Very fine sandy loam. Loam, sandy clay loam, clay loam. Sandy clay, clay	ML, CL-ML CL CL, CH	A-4 A-4, A-6 A-7	0 0 0	100 100 100	100 98-100 92-100	94-100 90-100 85-95	51-75 55-85 55-90	<28 25-40 43-53	NP-7 8-18 20-27

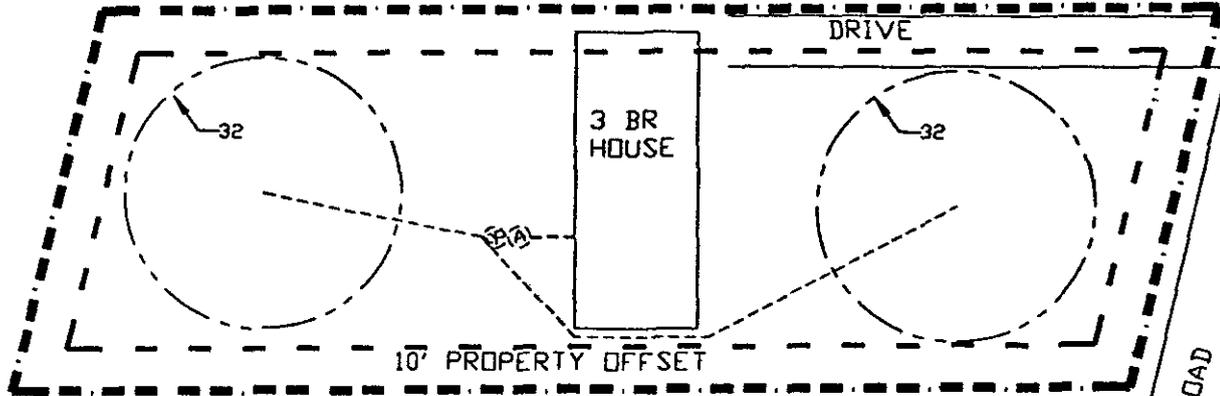
See footnote at end of table.

ATTACHMENT #3C

TOTAL APPLICATION AREA: 6,434 SF
 TRACT SIZE: .528 ACRES
 Scale 1" = 40'



ATTACHMENT #4A



LEGEND

--- (dash-dot line)	PROPERTY LINE	500 GPD AEROBIC TANK (A)
- - - (dashed line)	SET BACK BOUNDARY	500 GAL PUMP CHAMBER (P)
--- (dotted line)	1" 200 PSI PVC	TABLET CHLORINATOR (C)
--- (dashed line)	APPLICATION AREA	SPRINKLER HEADS (S)

LEWIS HEWITT SUBDIVISION - LOT 21			
UPSHUR COUNTY, TEXAS			
AEROBIC SYSTEM DESIGN			
RANDAL R HOUSE, P.E., R.S.			
DR BY VSH	PROJECT NO LHL0T21	DATE JANUARY 2000	DWG NO 1 of 1

VOL 57 pg 803

TOTAL APPLICATION AREA: 6,434 SF
TRACT SIZE: .538 ACRES
Scale: 1" = 40'



ATTACHMENT #4B

10' PROPERTY OFFSET

3 BR HOUSE

DRIVE

LARCH CIRCLE

LEGEND

	PROPERTY LINE	500 GPD AEROBIC TANK (A)
	SET BACK BOUNDARY	500 GAL PUMP CHAMBER (P)
	1" 200 PSI PVC	TABLET CHLORINATOR (C)
	APPLICATION AREA	SPRINKLER HEADS (S)

LEWIS HEWITT SUBDIVISION - LOT 37
UPSHUR COUNTY, TEXAS

AEROBIC SYSTEM DESIGN

RANDAL R HOUSE, P.E., R.S.

DR BY VSH	PROJECT NO LHL0T37	DATE JANUARY 2000	DWG NO 1 of 1
-----------	--------------------	-------------------	---------------

PLAT OF SURVEY

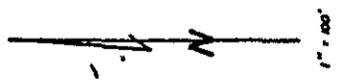
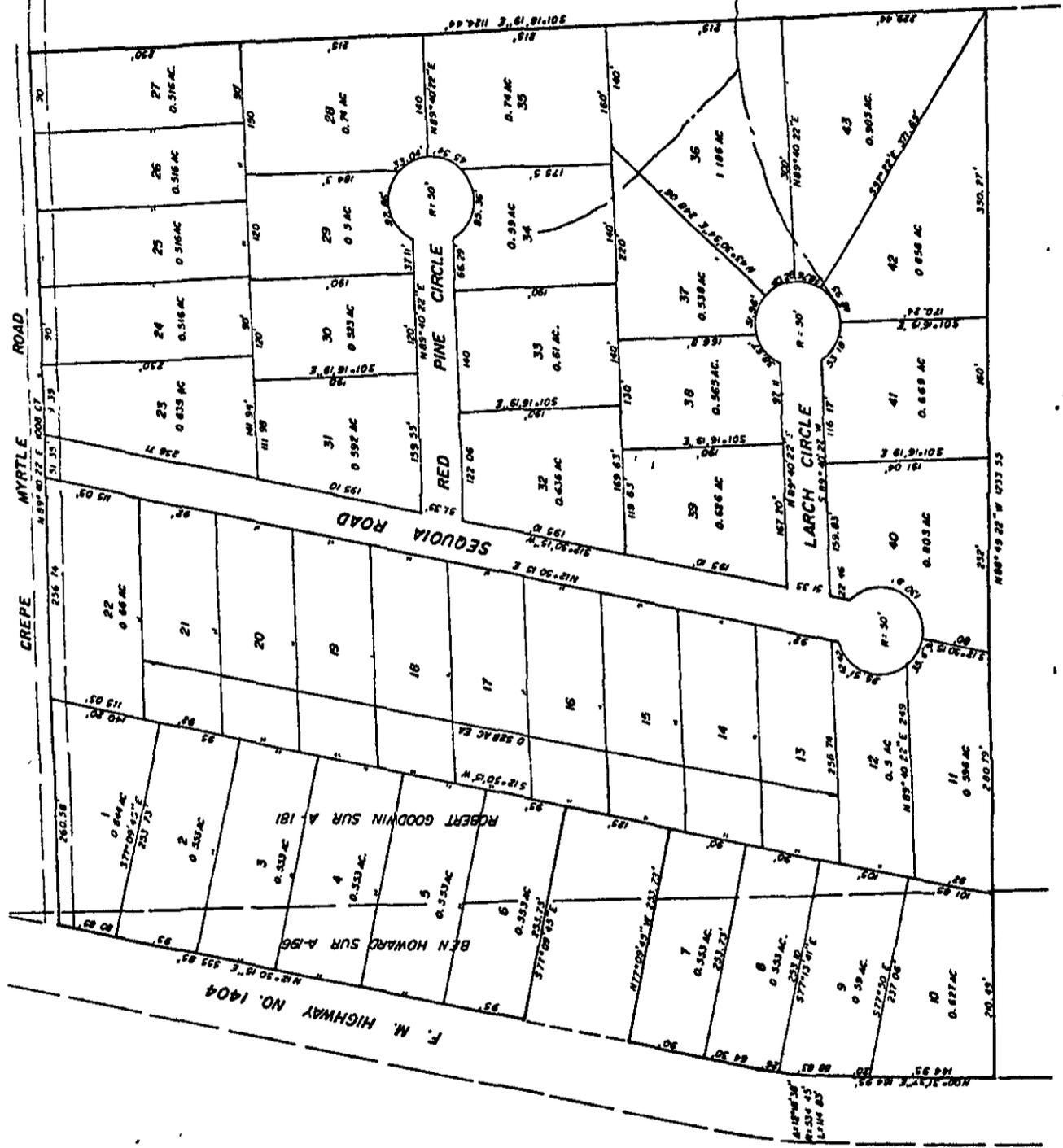
Showing that 30.18 acres tract described in a Warranty Deed recorded in Vol. 350, Page 401 of the Official Records.

ROBERT GOODWIN SURVEY A-181
BEN HOWARD SURVEY A-196
WFSRUR COUNTY, TEXAS

SURVEYED NOVEMBER 1999 BY

G. G. Huddleston-R. P. L. S. No. 1521

G. G. HUDDLESTON
Registered Professional Land Surveyor
4174 Victoria
Glendale, Texas 75647
903-843-3347



**INTERLOCAL AGREEMENT BETWEEN THE COUNTIES OF
UPSHUR AND HENDERSON CONCERNING HOLDING OF Henderson
COUNTY PRISONERS IN THE UPSHUR COUNTY JAIL**

THE STATE OF TEXAS

COUNTIES OF UPSHUR AND HENDERSON

WHEREAS, Upshur County, Texas has recently completed and opened a new jail facility adjacent to its existing Jail in the City of Gilmer; and

WHEREAS, Henderson County, Texas currently maintains an average jail population which exceeds its certified maximum pursuant to the latest rules enacted by the Texas Commission on Jail Standards and has an existing need to house some of its prisoners in facilities outside of Henderson County, Texas; and

WHEREAS, it is the desire of both counties to use extra jail space in Upshur County to house excess prisoners from Henderson County, and this creates a mutually beneficial circumstance which gives rise to a need for both counties to contractually agree as to the terms and conditions by which such Henderson County prisoners may be held in the Upshur County jail;

NOW, THEREFORE, Upshur County, Texas and Henderson County, Texas, each acting herein by and through their duly authorized County Judges, after due consideration and approval of this contract by their respective Commissioners Courts, do hereby covenant, stipulate and agree by and between themselves as follows:

1. As the need to house its prisoners in other locations continues in Henderson County, and the availability of otherwise unused bed space continues in the jail facilities in Upshur County; Upshur County, acting through its serving Sheriff, may accept prisoners from Henderson County to be held, maintained and guarded in the jail facilities of Upshur County at the following daily rates per prisoner per day: \$40. 00

per day per prisoner. Any prisoners delivered during any 24 hour period who is accepted by Upshur County for less than the full 24 hours of that day shall be considered to have been held for that day and payment for that day at the above rate per prisoner shall be due. Such payment shall be made by Henderson County to Upshur County on the first day of each month beginning with the month following the first day on which prisoners from Henderson County are accepted by Upshur County. Upshur County shall document the number of prisoners and the number of days and shall furnish a monthly report of such to Henderson County by delivery of the same to its serving Sheriff with a copy to its serving County Judge.

2. Upshur County shall reserve the right, based on its own jail population needs as determined solely within the discretion of the Upshur County Sheriff, to accept or to refuse to accept any prisoners tendered to it by Henderson County at any time throughout the existence of this agreement.
3. Upon the acceptance of Henderson County prisoners by Upshur County, acting through its Sheriff, Henderson County shall cause such prisoners to be delivered to the County Jail Facility in Gilmer, Texas, and any delivery or transportation needs for such prisoners requiring them to leave the confines of the Upshur County Jail shall be met and supplied by Henderson County and in no event shall Upshur County be required to transport either for delivery or return, or any other reason, the Henderson County prisoners delivered to and accepted by it.
4. Henderson County, in addition to the daily rate per prisoner specified above, shall also and additionally be financially responsible for all medical costs incurred by its prisoners while in the custody of the Upshur County Jail; and Henderson County shall

additionally be financially responsible for any other costs or expenses which exceed the ordinary, usual and customary costs expected of prisoners housed within its Jail. Such unusual and non-customary costs which would be paid by Henderson County include special diet foods, beverages or other requirements; special educational requirements or materials; costs or expenses incurred for damage to any person or property or anyone by an prisoner from Henderson County while in the custody of Upshur County; as well as any indigent health care costs, court costs, or legal costs, associated with any conduct, need or action of Henderson County prisoner while in the custody of Upshur County. All transfers, transportation and delivery costs of Henderson County prisoners shall be borne by Henderson County including transfers to and from court appearances, hearings, as well as delivery to and from medical, mental or other treatment facilities.

5. Any prisoner delivered from Henderson County to Upshur County who shall be held at any time as "Blue Warrant" prisoner, as that term is generally accepted in the field of law enforcement in the State of Texas, shall be the full and complete obligation of Henderson County, and any funds payable by the State of Texas to Henderson County for such "Blue Warrant" prisoner shall be retained and delivered to Henderson County, even if such prisoner may be physically present in the jail facilities of Upshur County.
6. If at any time that a Henderson county prisoner is in the custody of the Upshur County, the Upshur County Sheriff, acting in his sole and absolute discretion, shall determine that such prisoner should, for any reason, be returned to Henderson County, then upon two (2) hours notice the Henderson County Sheriffs department, agrees to take possession and re-delivery of such prisoner into its custody at the Upshur County

Jail without question or objection and such determination as made by the Upshur County Sheriff or his designee shall not be subject to any judicial review.

7. Both parties agree that it is possible that while Henderson County prisoner is in the care or custody of Upshur County that such prisoner shall cause physical, bodily or property damage to one or more persons or to various property, including the detention facility. As a part of this agreement and based on the consideration extended by Upshur County to Henderson County and as a part hereof, Henderson County agrees to fully and completely indemnify and hold harmless Upshur county, its Sheriff, Deputies, elected officials, employees, agents and contractors from any and all damage, harm or liability of any type or nature, caused either directly or indirectly by an Upshur County prisoner acting alone or in concert with any other prisoner, including Upshur county prisoners, while in the care or custody of Upshur county, or being delivered to or received from Upshur County pursuant to the terms of this agreement: such indemnification shall include all costs, damages, judgments, fees, and expenses, including, but not in any manner limited to, attorneys' fees, court costs, investigative fees, and other out-of-pocket expenses. Such indemnification shall include the right of Upshur County, if names in any litigations or other judicial proceeding as a result of the conduct of any Henderson County prisoner to retain its own counsel of its own choosing, whose fees and expenses shall be directly paid by Henderson County as a part of such indemnification.

This agreement and the terms hereof shall be fully binding on each of the undersigned Counties, and this agreement shall remain in effect for a period of one (1) year from the date hereof or until such earlier time as both Counties, acting through their respective Commissioners Court, may be

duly adopted resolution mutually elect to terminate the same. Any dispute regarding the terms or conditions hereof shall be fixed in Upshur County, Texas, and any prevailing party in any judicial proceeding related to this agreement or involving any of the terms hereof shall be entitled to recover its costs and attorneys fees from the non-prevailing party which shall be in addition to any other sums due or payable hereunder. Any sums due to Upshur County by Henderson County and not paid within thirty (30) days of the date such are demanded or otherwise due shall accrue interest thereafter and until paid at the rate of twelve percent (12%) per annum.

This agreement and the terms set forth above constitute the entire agreement regarding these matters as between Henderson County and Upshur County and all prior negotiations, and understandings have been merged herein and made a part hereof, there are no oral agreements or understandings which survive the execution of this written agreement.

WITNESS THE EXECUTION HEREOF, in duplicate, this 27 day of Nov, 2000.

HENDERSON COUNTY
BY [Signature]
COUNTY JUDGE, HENDERSON COUNTY

ATTEST:
[Signature]
COUNTY CLERK, HENDERSON COUNTY

UPSHUR COUNTY
BY [Signature]
CHARLES STILL, COUNTY JUDGE

ATTEST:
[Signature]
REX SHAW, UPSHUR COUNTY CLERK

REC-
COLLEC 12 NOV 2000
UPSHUR COUNTY

MEMO

DATE: NOVEMBER 30, 2000

TO: CAROLYN PERRY & RICK JACKSON
Upshur County, Texas

FROM: TIM CONE
Criminal District Attorney

SUBJECT: FENCE SURROUNDING THE NEW JP #3 BUILDING

Please be advised that it is my opinion that the funds collected through Art 102.017 in the Code of Criminal Procedure (Courthouse Security Fund) may be used in the construction of a security around the new JP#3 building that is to be built. The listed items in that Statute are not all inclusive, but only indicate that those items would be appropriate for Courthouse security. Therefore, any expenditure funds that relate to the security of a Courthouse or a sub Courthouse would be appropriate for the utilization of these funds. A fence, as the matter has been presented to me, would be appropriate for that purpose. If you have any questions regarding the matter, please feel free to contact me.

Thank you for your attention and cooperation.

2
TIM CONE
Criminal District Attorney

TC/mb

CO DEC 12 11:10:25
BY _____
CLERK
DEPUTY

VOL 57 PG 812 DEPUTATION

THE STATE OF TEXAS

County of UPSHUR

I, R. D. CROSS

SHERIFF of the County of UPSHUR and State of Texas, having full confidence in SHANNON DALE GIBBS of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of UPSHUR County, nominate and appoint him, the said SHANNON DALE GIBBS my true and lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said SHERIFF'S DEPT. of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 12 day of October 2000

R. D. Cross

of UPSHUR County, Texas.

THE STATE OF TEXAS

County of UPSHUR

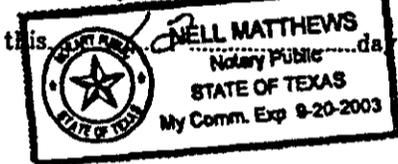
BEFORE ME, JP JUDGE KAY ROEDER

in and for UPSHUR County, Texas,

on this day personally appeared SHANNON DALE GIBBS

known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at Upshur Co Sheriffs Office



this October 2000

Nell Matthews

OATH OF OFFICE

I, SHANNON DALE GIBBS do solemnly

swear (or affirm) that I will faithfully execute the duties of the office of SHERIFF'S DEPT.

of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable thing, or promised any public office or employment, as a reward to secure my appointment, or the confirmation thereof. So help me God.

Subscribed and sworn to before me, this 12 day of October 2000

Kay Roeder

Justice of the Peace, Sect. 11

ORDER AUTHORIZING APPOINTMENT OF DEPUTY

In Commissioners' Court of _____ County, Texas

Upon application duly presented, it is ordered by the Court that _____ of _____ County, Texas, be and he is hereby authorized to appoint and deputize _____ as Deputy _____ in said office. Said appointment to date from the _____ day of _____ 19____, and to continue in effect until revoked by said officer or be otherwise terminated, and the compensation to be paid said deputy is hereby fixed at the sum of _____ Dollars, per annum, payable solely from the fees of said office.

Entered _____ day of _____ 19 ____ Recorded in Minute Book _____ Page _____

B 1884

No. _____

DEPUTATION

OF

Filed for record the _____ day of _____ 19____, at _____ o'clock _____ M, and recorded _____ day of _____ 19____, in Book _____ page _____ of the Records of Deputation of _____ County.

Clerk County Court,

County, Texas

By _____ Deputy.

00 DEC 12 11:19:25
BY _____
DEPUTY

VOL 57 PG 814 DEPUTATION

THE STATE OF TEXAS

County of UPSHUR
SHERIFF

I, R. D. CROSS

of the County of _____ and State of Texas, having full confidence in TIMOTHY SHANE STANLEY of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of UPSHUR County, nominate and appoint him, the said TIMOTHY SHANE STANLEY my true and lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said UPSHUR COUNTY SHERIFF'S DEPARTMENT of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 21 day of November 19 2000

R. D. Cross
of UPSHUR County, Texas.

THE STATE OF TEXAS

County of UPSHUR

BEFORE ME, Nell Matthews

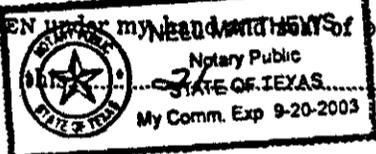
Notary

in and for UPSHUR County, Texas,

on this day personally appeared R. D. CROSS

known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE AT 405 N. Itua, Gilmer, TX



day of November 19 2000

Nell Matthews

OATH OF OFFICE

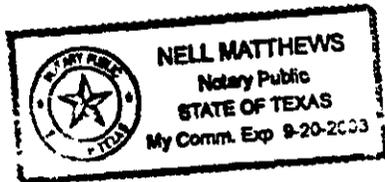
I, TIMOTHY SHANE STANLEY do solemnly

swear (or affirm) that I will faithfully execute the duties of the office of UPSHUR COUNTY SHERIFF'S DEPARTMENT

of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable thing, or promised any public office or employment, as a reward to secure my appointment, or the confirmation thereof. So help me God.

Subscribed and sworn to before me, this 21 day of November 19 2000

Timothy S. Stanley
20151 Ray
J.P. Pet. 604



ORDER AUTHORIZING APPOINTMENT OF DEPUTY

In Commissioners' Court of _____ County, Texas

Upon application duly presented, it is ordered by the Court that _____ of _____ County, Texas, be and he is hereby authorized to appoint and deputize _____ as Deputy in said office. Said appointment to date from the _____ day of _____, 19____, and to continue in effect until revoked by said officer or be otherwise terminated; and the compensation to be paid said deputy is hereby fixed at the sum of _____ Dollars, per annum, payable solely from the fees of said office.

Entered _____ day of _____, 19____. Recorded in Minute Book _____ Page _____

2 124

No. _____

DEPUTATION OF

Filed for record the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded _____ day of _____, 19____, in Book _____ page _____ of the Records of Deputation of _____ County

Clerk County Court, _____ County, Texas

By _____ Deputy.

FOR SALE BY STAFFORD-LORD CO. FORT WORTH

00 DEC 12 AM 10:25
CRS
BY _____ DEPUTY

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 3

DATE 12-5-00

Formal notice is hereby given that Bo Thompson whose principal address is Fritchett does hereby propose to place a CULVERT within the ROW of County Road ASPEN. The location and description of the proposed lines or appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the 25 day of DEC., 2000.

I, Bo Thompson, hereby attest that I have read the conditions set forth in this application and understand it's contents. NAME Bo Thompson TITLE LAND OWNER

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 appurtenance, 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 instructions. 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.

00 DEC 12 11:10:26

U.S. MAIL

Goddard Lindy
Jerry [Signature]
Russell [Signature]

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT #3

DATE 12-5-2000

Formal notice is hereby given that TONY KIRK whose principal address is RT. 8 BOX 1074, GILMER, TX. 75644 does hereby propose to place a CULVERT within the ROW of County Road SHARGBARK RD.. The location and description of the proposed lines or appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the _____ day of _____, 19____.

I, _____, hereby attest that I have read the conditions set forth in this application and understand it's contents. NAME Tony W. PJC TITLE _____

903-734-7070

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 appurtenance, 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 _____

COUNTY JUDGE _____

Gaddis Lindsy
COMMISSIONER PCT. 1

Tommy Stewart
COMMISSIONER PCT. 2

[Signature]
COMMISSIONER PCT. 3

[Signature]
COMMISSIONER PCT. 4

DEC 19 10:26 AM '11

APPLICATION FOR FILLING ABANDONED WELL

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

RE: ABANDONED WELL OWNED BY _____
Demond Wilson

Off Hwy. 155 _____ ROAD.

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

RESPECTFULLY YOURS,
Demond Wilson

P. O. Box 663

Ore City, Tx. 75683

PRECINCT 2
DATE 12-4-2000

APPROVED _____ REJECTED _____

CHARLES L. STILL, COUNTY JUDGE

Gaddis Lindsey
GADDIS LINDSEY, COMMISSIONER 1

Tommy Stanley
TOMMY STANLEY, COMMISSIONER 2

Rick Jackson
RICK JACKSON, COMMISSIONER 2

Russell Green
RUSSELL GREEN, COMMISSIONER 4

00 DEC 12 AM 13:26
L.S.A.
BY _____
DEPUTY
116 TX.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ()

The undersigned Golden Land & Timber, 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)

Highway 259^N turn on Shamrock right approx 2 miles

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

1400 East Main
Street or Box

QAD 25551
City, State and Zip Code

903-685-3939
Telephone

Best
Timber Tract

12-16-00
Date Signed

County Judge

Barbara Lindsey
Commissioner # 1

Tom Spaul
Commissioner # 2

[Signature]
Commissioner # 3

Russell [Signature]
Commissioner # 4

Date Signed

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

00 DEC 12 11:10:26
L.S.
11/10/00
L.S. TX.
CITY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()
COUNTY OF UPSHUR ()

KNOW ALL MEN BY THESE PRESENTS

The undersigned Brandon Holde, 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 road 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 or tenths) Highway 259 from the intersection of Highway 259 and Highway 100 to the intersection of Highway 259 and Highway 100

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 \$ 0 to Upshur County Commissioner's Court to ensure 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

Brandon Holde
First Party Signature

County Judge

1100 East Main
Street or Box

Commissioner # 1

08080 75551
City, State and Zip Code

Commissioner # 2

903-645-3809
Telephone

Commissioner # 3

West
Tanner Tract

Commissioner # 4

12-6-00
Date Signed

Date Signed

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

VOL 57 PG 822

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 4

DATE 12-6-00

Formal notice is hereby given that Judy Dixon whose principal address is 2459 Quincewood Gilmer does hereby propose to place a culvert within the ROW of County Road Halestin.

The location and description of the proposed lines or appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the 16th day of December, 2000.

I, Judy Dixon, hereby attest that I have read the conditions set forth in this application and understand it's contents.

NAME: Judy Dixon

PHONE: 725-5254 843-4120

APPROVAL OF PERMIT APPLICATION

The Upshur County commissioners Court offers no objections to the location on the right of way of your proposed culvert as shown by accompanying drawings and notice dated December 6, 2000, 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 appurtenance, 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 instructions. 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 for 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 50psi 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 casings 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 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 be permit will be of a nature or composition that said line can be located with the sue 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 or boring or tunneling, the Commissioner 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 _____, 2000.

County Judge
Goddie Lundy
 Commissioner Precinct # 1

Tommy Stal
 Commissioner Precinct # 2

[Signature]
 Commissioner Precinct # 3

Russell Gumpf
 Commissioner Precinct # 4

CO DEC 12 11:10:26
 L.S. ... TX.
 DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ()

The undersigned Easley Logging, Inc, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 1, 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. 1, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.

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

Hwy 654 from Reynolds turn Buttercup
 End of Buttercup

2.

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

3.

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

logs from its lands located in Precinct No. 1, Upshur County.

4.

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

5.

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

6.

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

Marshall Easley
First Party Signature

667 Chalchate Springs Rd
Street or Box

Plain Dealing, LA 71064
City, State and Zip Code

318-426-9283 mobile
318-326-5878
Telephone

Timber Tract

12-4-00
Date Signed

County Judge

Gaddis Lindsay
Commissioner # 1

Tommy Staley
Commissioner # 2

[Signature]
Commissioner # 3

[Signature]
Commissioner # 4

Date Signed

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

CO DEC 12 7:11:26
BY: [Signature]
CLERK
DEPUTY

VOL 57 PG 825

PERMIT APPLICATION FOR USE OF UPSTAR COUNTY RIGHT OF WAY

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

PRI CINCT 4 DATE 11-29-00

Formal notice is hereby given that J. R. Holt whose principal
address is 501 S. Main St. 75003 does hereby propose to place a

4" curb stop within the ROW of County Road C-1

The location and description of the proposed item or improvements is more fully shown by three

(1) copies of drawings attached to the application. Proposed construction will begin, if approved

on or after the 29 day of November, 2000

I, LARRY R. Dixon, hereby attest that I have read the conditions set

forth in this application and understand its contents

NAME J. R. Holt

PHONE 903-534-0125

APPROVAL OF PERMIT APPLICATION

The Upstar County Commissioners Court offers no objections to the location on the right of way

of your proposed 4" curb stop as shown by accompanying drawings

and notice dated November 29, 2000, except as noted below

It is expressly understood that the Upstar 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 Upstar County need to work, improve, relocate, widen, increase, add to or in any manner change the structure of this right of way this improvement, if affected, will be moved under the direction of the Upstar 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 instructions. 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 item 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 30 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closed point of same.
3. Parallel lines will be installed as near the right of way lines as possible and no parallel lines will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the County Commissioners Court.

CO DEC 12 PM 11:46
UPSTAR, TX.
BY _____ PLURITY

VOL 57 PG 826

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 4

DATE 11-29-00

Formal notice is hereby given that J. O. D. Stead whose principal address is P.O. Box 131103 does hereby propose to place a

4.5" O.D. Steel Pipe within the ROW of County Road Cedar.

The location and description of the proposed lines or appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the 29 day of November, 2000.

I, _____, hereby attest that I have read the conditions set forth in this application and understand it's contents.

NAME: _____

PHONE: 903-534-0125

APPROVAL OF PERMIT APPLICATION

The Upshur County commissioners Court offers no objections to the location on the right of way of your proposed 4.5" O.D. Steel Pipe as shown by accompanying drawings and notice dated November 29, 2000, 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 appurtenance, 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 instructions. 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 for 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 50psi 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 casings 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 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 be permit will be of a nature or composition that said line can be located with the sue 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 or boring or tunneling, the Commissioner 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 _____, 2000.

County Judge

Gordon Lindsey

Commissioner Precinct # 1

Tommy Stuber

Commissioner Precinct # 2

[Signature]

Commissioner Precinct # 3

Russell [Signature]

Commissioner Precinct # 4

00 DEC 12 11:10:26
BY _____
CLERK TX.
DEPUTY

Employee Payroll List as of
October 01, 1999

BASE SALARY ONLY

EMPLOYEE ID & NAME	FY '99-'00
401 - Comm. Court	
969 LAGRONE, PEGGY	\$1625.00
209 STILL, CHARLES	\$2895.00
403 - County Clerk	
118 CAIN, DERONDA	\$1825.00
753 CHILDRESS, JANIS	\$1475.00
784 MCBRIDE, JUDITH	\$1475.00
623 RODENBERG, ROBIN	\$1700.00
314 SHAW, REX	\$2701.00
405 - Veterans Service	
419 LOYD, DANNY	\$2000.00
411 - Computer	
249 STEELMAN, KARMEN	\$1675.00
426 - County Court	
177 LOFTIS, JOANN	\$1825.00
435 - District Court	
740 DRENNAN, DEANNA	\$3425.00
741 ENGLISH, LOUIE	\$1925.00
458 ROSS, TERRI	\$2125.00
450 - District Clerk	
654 BERRY, DENISE	\$1575.00
747 CHEVALIER, MELISSA	\$1525.00
461 FAILS, PATSY	\$1400.00
343 HAMBERLIN, FRANKIE	\$2701.00
780 HENSON, TEENA	\$1800.00
513 PATE, CASEY	\$1575.00
882 SPRAYBERRY, VICKY	\$1400.00

BY _____ DEPUTY
 CODEC 12 P.M. 12:25
 11/11/99

NO SUPPLEMENTS SHOWN/BASE SALARY ONLY
 UPSHUR COUNTY TREASURER'S OFFICE

451 - J.P.#1		
957 GRIMES, ARNOLD		\$1900.00
872 MAYNES, AMNA		\$ 950.00
452 - J.P.#2		
791 EDGE, PAMELA		\$1500.00
834 HUTCHISON, LAURA		\$1525.00
955 ROEDER, LENA		\$2050.00
453 - J.P.#3		
221 PERRY, CAROLYN		\$1900.00
906 WELCH, MIRANDA		\$ 950.00
454 - J.P.#4		
198 RAY, W.V.		\$1900.00
905 WHITESIDE, DONNA		\$ 900.00
476 - District Attorney		
312 BRUNSON, MARY		\$1825.00
717 FARMER, MARGARET		\$ 900.00
170 JONES, CAROLYN		\$1350.00
326 JONES, EVELYN		\$1500.00
392 LINGLE, RICHARD		\$2400.00
246 MOORE, BARBARA		\$1725.00
790 NORTON, ANGELA		\$3185.50
495 - County Auditor		
399 EAST, KAREN		\$1825.00
953 LONG, PAMELA		\$2895.00
888 RAWLS, NIKKI		\$1825.00
497 - County Treasurer		
874 COPPEDGE, PATTI		\$1325.00
153 HARRIS, MYRA		\$2701.00
273 TUEL, LINDA		\$1825.00
499 - County Tax Assessor		
855 BEAVERS, PHYLLIS		\$1725.00
718 GENTRY, PAULA		\$1525.00
514 HALLMAN, CHRISTIE		\$1825.00
974 HARRIS, JOANNA		\$1425.00
856 HOWELL, LUANA		\$1525.00
360 HUTCHINS, WANDA		\$1600.00
163 JENKINS, LATICIA		\$1525.00
975 LAMINACK, SHERRON		\$1425.00
958 MCKINLEY, CHARLOTTE		\$1525.00
956 PRICE, BARBARA		\$1525.00

499	- County Tax Assessor (cont.)	
203	SMITH, MICHEAL	\$2701.00
876	TIMMONS, DONNA	\$1525.00
509	- 911 Mapping	
900	ADCOCK, BARBARA	\$1300.00
869	OFFIELD, STELLA	\$1600.00
510	- County Buildings	
315	COOK, JOHN	\$1775.00
627	DANIELS, CHARLES	\$1575.00
904	MEARS, CHARLES	\$1300.00
338	ROEDER, RAYMOND	\$2300.00
551	- Constable #1	
833	BULLOCK, JOEL	\$1568.58
552	- Constable #2	
669	ROGERS, WILLIAM	\$1568.58
553	- Constable #3	
832	CORLEY, ROLAN	\$1568.58
554	- Constable #4	
455	HENSON, CLODDIE	\$1568.58
560	- County Sheriff	
965	BEDWELL, ROXANNE	\$2100.00
424	BENGE, RONALD	\$2275.00
448	BURRIS, RANDY	\$2200.00
386	CROSS, R.D.	\$2895.00
738	DAVIS, MICHAEL	\$2100.00
497	DECUIR, JAMES	\$2100.00
388	FORTSON, LARRY	\$2275.00
313	JENKINS, STANLEY	\$2100.00
368	JORDAN, MURRAY	\$2600.00
744	MATTHEWS, GENEVA	\$1725.00
483	MOORE, JERRY	\$2100.00
395	MURPHY, NADRA	\$2100.00
771	ROBERTS, GARY	\$2100.00
323	SALOIS, GEORGE	\$2100.00
878	STEELMAN, PAUL	\$2100.00
506	THOMPSON, NANCY	\$1500.00
857	TILLERY, HIRAM	\$2100.00
890	VENN, EMMETT	\$2100.00
375	YOUNG, LELAND	\$2275.00

565	- County Jail	
389	BEAN, ELIZABETH	\$1850.00
952	BINGHAM, BRANDY	\$1525.00
731	BULLOCK, JOEL	\$1850.00
342	CROMLEY, ROBERT	\$2425.00
775	DANIELS, JOE	\$1850.00
884	DAVIS, SCOTT	\$1850.00
887	GONZALES, SONDR	\$1850.00
322	GRISWOLD, JAMES	\$2125.00
462	HELLENSTILL, RAY	\$1850.00
489	HOPKINS, ALICE	\$1375.00
896	JACKSON, BROOKS	\$1900.00
972	JEFFERY, KATHY	\$1825.00
948	KILGORE, KEVIN	\$1850.00
839	MARTIN, JOSHUA	\$1900.00
858	MASSOLETTI, MARTY	\$1850.00
894	MITCHELL, LAURA	\$1850.00
735	MONTS, BRANDY	\$1850.00
475	NIELL, SHERRY	\$1850.00
879	NORWOOD, THOMAS	\$1850.00
830	PREUNINGER, WILLIAM	\$1850.00
892	STANLEY, SHARON	\$1850.00
893	TEFFTELLER, SHARON	\$1850.00
853	WADE, ALAN	\$1900.00
396	WALKER, DIANE	\$1375.00
175	WHORTON, PAULA	\$1900.00
895	WILBURN, BRAD	\$1850.00
799	WILLIAMS, BILLY	\$1850.00

580	- DPS	
204	SMITH, NADRA	\$1775.00

611	- Precinct#1	
731	BECK, ERNEST	\$1350.00
889	BORENS, JAMES	\$1575.00
512	DAVIS, CECIL	\$1800.00
265	LINDSEY, GADDIS	\$2895.00
445	ROBERTSON, OSCAR	\$1625.00
248	SMITH, EDDIE	\$1750.00
277	STOKER, JAMES	\$2300.00
661	WILSON, JAMES	\$1625.00

612	- Precinct#2	
970	BARNES, MICHAEL	\$1600.00
391	CROCKETT, HARRY	\$1625.00
334	JEFFERY, DONALD	\$1625.00
167	JOHNSON, IVORY	\$2200.00
671	NELSON, WILLIAM	\$1625.00
267	PENDARVIS, ABBOTT	\$2300.00
457	STANLEY, TOMMY	\$2895.00

613 - Precinct#3
119 CAMPBELL, GLENN \$1775.00
831 JACKSON, RICK \$2895.00
620 LATHAM, GARY \$1650.00
891 MITCHELL, JAMES \$1550.00
789 THOMPSON, DANNY \$1550.00
330 TIMMONS, GERALD \$2300.00

614 - Precinct#4
971 ALBRIGHT, GAYLE \$1550.00
477 BALLARD, GERALD \$1950.00
721 BLACKSTONE, WILLY \$1800.00
966 BOLIN, SANFORD \$1550.00
770 DAVIS, GARY \$1750.00
962 DUKE, KENNETH \$2000.00
954 GREEN, RUSSELL \$2895.00
672 RITTER, DON \$1675.00
416 SHAW, TOM \$1675.00

642 - Indigent Services
301 JOHNSON, GERALD \$2550.00

650 - County Library
771 GILES, PEGGY \$1325.00
310 MORRISON, JOYCE \$2455.00
842 NEWSOM, CHARLOTTE \$1050.00
210 SMITH, EMMA \$1600.00
390 WILLIAMS, JANET \$1575.00

665 - Extension Office
837 ACKER, BRUCE \$ 666.67
237 CAMPBELL, MARY \$1825.00
875 RICHEY, SUSAN \$ 666.67

NO SUPPLEMENTS SHOWN/BASE SALARY ONLY
UPSHUR COUNTY TREASURER'S OFFICE

Employee Payroll List as of
October 01, 2000

BASE SALARY ONLY

<u>EMPLOYEE ID & NAME</u>	<u>FY '00-'01</u>
401 - Comm. Court	
969 LAGRONE, PEGGY	\$1625.00
209 STILL, CHARLES	\$2895.00
403 - County Clerk	
118 CAIN, DERONDA	\$1825.00
753 CHILDRESS, JANIS	\$1475.00
997 ESCANLAR, DORISIE	\$1450.00
784 MCBRIDE, JUDITH	\$1475.00
624 RODENBERG, ROBIN	\$1700.00
314 SHAW, REX	\$2701.00
995 SIMMONS, REGINA	\$1450.00
405 - Veterans Service	
419 LOYD, DANNY	\$2000.00
411 - Computer	
249 STEELMAN, KARMEN	\$1675.00
426 - County Court	
960 KELLAR, LEANDRA	\$1250.00
177 LOFTIS, JOANN	\$1825.00
435 - District Court	
740 DRENNAN, DEANNA	\$3625.00
741 ENGLISH, LOUIE	\$1925.00
458 ROSS, TERRI	\$2300.00
450 - District Clerk	
747 CHEVALIER, MELISSA	\$1575.00
461 FAILS, PATSY	\$1425.00
343 HAMBERLIN, FRANKIE	\$2701.00
780 HENSON, TEENA	\$1825.00
1006 MARSHALL, LORING	\$1375.00
513 PATE, CASEY	\$1575.00

NO SUPPLEMENTS SHOWN/BASE SALARY ONLY
UPSHUR COUNTY TREASURER'S OFFICE

451 - J.P.#1
 957 GRIMES, ARNOLD \$1900.00
 872 MAYNES, AMNA \$1500.00

452 - J.P.#2
 1005 CRISLER, LORA \$1500.00
 791 EDGE, PAMELA \$1500.00
 955 ROEDER, LENA \$2050.00

453 - J.P.#3
 221 PERRY, CAROLYN \$1900.00
 906 WELCH, MIRANDA \$1500.00

454 - J.P.#4
 198 RAY, W.V. \$1900.00
 905 WHITESIDE, DONNA \$1500.00

476 - District Attorney
 312 BRUNSON, MARY \$1825.00
 170 BULLOCK, CAROLYN \$1350.00
 717 FARMER, MARGARET \$1350.00
 \$26 JONES, EVELYN \$1500.00
 392 LINGLE, RICHARD \$2400.00
 246 MOORE, BARBARA \$1725.00
 790 NORTON, ANGELA \$3185.50

495 - County Auditor
 360 HUTCHINS, WANDA \$1875.00
 953 LONG, PAMELA \$3095.00

497 - County Treasurer
 874 COPPEDGE, PATTI \$1325.00
 153 HARRIS, MYRA \$2701.00
 273 TUEL, LINDA \$1825.00

499 - County Tax Assessor
 718 GENTRY, PAULA \$1525.00
 1022 GIBSON, CARLA \$1425.00
 514 HALLMAN, CHRISTIE \$1825.00
 974 HARRIS, JOANNA \$1525.00
 856 HOWELL, LUANA \$1600.00
 163 JENKINS, LATICIA \$1525.00
 975 LAMINACK, SHERRON \$1725.00
 1007 LANE, MARGARET \$1525.00
 1001 LEONARD, FONDA \$1525.00
 958 MCKINLEY, CHARLOTTE \$1525.00
 956 PRICE, BARBARA \$1525.00

499 - County Tax Assessor (cont.)		
203 SMITH, MICHEAL		\$2701.00
509 - 911 Mapping		
869 OFFIELD, STELLA		\$1800.00
1019 SHELTON, MELANIE		\$1275.00
510 - County Buildings		
315 COOK, JOHN		\$1775.00
627 DANIELS, CHARLES		\$1575.00
904 MEARS, CHARLES		\$1500.00
338 ROEDER, RAYMOND		\$2300.00
551 - Constable #1		
833 BULLOCK, JOEL		\$1568.58
552 - Constable #2		
669 ROGERS, WILLIAM		\$1568.58
868 LAGRONE, DOYCE		\$2200.00
553 - Constable #3		
832 CORLEY, ROLAN		\$1568.58
554 - Constable #4		
511 KUZA, HENRY		\$1568.58
560 - County Sheriff		
965 BEDWELL, ROXANNE		\$2100.00
424 BENGE, RONALD		\$2275.00
448 BURRIS, RANDY		\$2200.00
386 CROSS, R.D.		\$2895.00
738 DAVIS, MICHAEL		\$2100.00
497 DECUIR, JAMES		\$2100.00
898 DOWNS, GABRIEL		\$2075.00
388 FORTSON, LARRY		\$2275.00
000 CHIEF DEPUTY		\$2600.00
744 MATTHEWS, GENEVA		\$1750.00
483 MOORE, JERRY		\$2100.00
395 MURPHY, NADRA		\$2100.00
771 ROBERTS, GARY		\$2100.00
323 SALOIS, GEORGE		\$2100.00
878 STEELMAN, PAUL		\$2100.00
506 THOMPSON, NANCY		\$1525.00
857 TILLERY, HIRAM		\$2100.00
890 VENN, EMMETT		\$2100.00
375 YOUNG, LELAND		\$2275.00

565 - County Jail

1025	BARTHELEMESS, LARHONDA	\$1825.00
389	BEAN, ELIZABETH	\$1850.00
952	BINGHAM, BRANDY	\$1550.00
731	BULLOCK, JOEL	\$1850.00
1003	CREED, KELLI	\$1825.00
342	CROMLEY, ROBERT	\$2425.00
775	DANIELS, JOE	\$1850.00
1011	DAVIS, CODY	\$1825.00
884	DAVIS, SCOTT	\$1850.00
1024	GIBBS, SHANNON	\$1825.00
887	GONZALES, SONDRRA	\$1850.00
322	GRISWOLD, JAMES	\$2125.00
462	HELPENSTILL, RAY	\$1850.00
1018	HUGHES, KAREN	\$1375.00
896	JACKSON, BROOKS	\$1900.00
972	JEFFERY, KATHY	\$1850.00
948	KILGORE, KEVIN	\$1850.00
839	MARTIN, JOSHUA	\$1900.00
858	MASSOLETTI, MARTY	\$1850.00
1020	MCCAULEY, JILL	\$1825.00
894	MITCHELL, LAURA	\$1850.00
475	NIELL, SHERRY	\$1850.00
879	NORWOOD, THOMAS	\$1850.00
1023	PYLE, RUTHIE	\$1825.00
1012	STANLEY, TIMOTHY	\$1825.00
893	TEFFTLELLER, ALLEN	\$1850.00
853	WADE, ALAN	\$1900.00
396	WALKER, DIANE	\$1375.00
175	WHORTON, PAULA	\$1900.00
895	WILBURN, BRAD	\$1850.00
799	WILLIAMS, BILLY	\$1850.00

580 - DPS

204	SMITH, NADRA	\$1775.00
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611 - Precinct#1

731	BECK, ERNEST	\$1350.00
889	BORENS, JAMES	\$1575.00
512	DAVIS, CECIL	\$1800.00
265	LINDSEY, GADDIS	\$2895.00
445	ROBERTSON, OSCAR	\$1625.00
248	SMITH, EDDIE	\$1750.00
277	STOKER, JAMES	\$2300.00
661	WILSON, JAMES	\$1625.00

612 - Precinct#2		
970	BARNES, MICHAEL	\$1625.00
391	CROCKETT, HARRY	\$1625.00
334	JEFFERY, DONALD	\$1625.00
167	JOHNSON, IVORY	\$2200.00
671	NELSON, WILLIAM	\$1625.00
267	PENDARVIS, ABBOTT	\$2300.00
457	STANLEY, TOMMY	\$2895.00
613 - Precinct#3		
119	CAMPBELL, GLENN	\$1850.00
1014	GOZA, BUCKY	\$1825.00
831	JACKSON, RICK	\$2895.00
620	LATHAM, GARY	\$1650.00
1010	MOORE, JOHN	\$1425.00
789	THOMPSON, DANNY	\$1550.00
330	TIMMONS, GERALD	\$2300.00
614 - Precinct#4		
971	ALBRIGHT, GAYLE	\$1600.00
477	BALLARD, GERALD	\$1950.00
721	BLACKSTONE, WILLY	\$1800.00
966	BOLIN, SANFORD	\$1750.00
770	DAVIS, GARY	\$1750.00
962	DUKE, KENNETH	\$2000.00
954	GREEN, RUSSELL	\$2895.00
672	RITTER, DON	\$1750.00
642 - Indigent Services		
301	JOHNSON, GERALD	\$2550.00
650 - County Library		
771	GILES, PEGGY	\$1325.00
310	MORRISON, JOYCE	\$2455.00
842	NEWSOM, CHARLOTTE	\$1050.00
210	SMITH, EMMA	\$1600.00
390	WILLIAMS, JANET	\$1575.00
665 - Extension Office		
837	ACKER, BRUCE	\$ 666.67
237	CAMPBELL, MARY	\$1825.00
1016	TUCKER, KAREN	\$ 666.67

NO SUPPLEMENTS SHOWN/BASE SALARY ONLY
UPSHUR COUNTY TREASURER'S OFFICE

Mid-Continent Casualty Co. is a foreign insurance corporation that may be served by serving the Commission of Insurance at 333 Guadalupe, Austin, Texas 78701.

III.

JURISDICTION AND VENUE

The Court has jurisdiction of this lawsuit as a court of general jurisdiction. Venue is proper in Upshur County since the contract made the subject of this suit was performed there.

IV.

STATEMENT OF FACTS

In December of 1997, the County, with the assistance of Defendants McDonald and Dinosaur Valley, undertook additions and alterations to the Upshur County Justice Center, (hereafter "Justice Center" or "Center"). The Center was intended to, inter alia, house jail inmates from the County and from such other jurisdictions that would contract with the County for this purpose. Dinosaur Valley was the project manager. McDonald was the project architect.

V.

On or about December 22, 1997, Dinosaur Valley and McDonald, pursuant to the Project Manual and Specifications developed jointly, issued an invitation to bid for contracts for additions and alterations to the Center. Pursuant to these bids, LDI was hired on or about January 26, 1998, by the County to perform roofing work on the Center. The contractual relationship between the County and LDI is set out in the document styled "Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum," attached as Exhibit "A". Pursuant to contractual and statutory requirements, LDI obtained a performance bond to insure the quality of its work. The bond was supplied by Defendant Mid-Continent Casualty Co. (hereafter "Mid-Continent"), and executed on January 26, 1998. The contractual relationship between Mid-Continent, LDI and the County is set out in a Performance Bond dated January 26, 1998, attached as Exhibit "B".

VI.

LDI submitted applications for payment from January 12, 1998, until May 22, 1998, and was timely paid by the County. The applications were for work performed pursuant to the

"Agreement" described above. In each application, LDI represented it had performed its work in accordance with the contractual documents. Each application was approved by Defendant McDonald. Defendants McDonald and Dinosaur Valley were both responsible for insuring that LDI's work was properly performed in accordance with the contractual documents. In each instance of payment to LDI, Defendants McDonald and Dinosaur Valley represented such proper performance by LDI to the County.

VII.

Defendant LDI was awarded its bid to perform work on the roof of the Center as a result of representation to the County by Defendant Dinosaur Valley that Defendant LDI was capable of performing the work for which it contracted. This Defendant and Defendant McDonald subsequently and repeatedly represented to the County that the work actually performed by LDI was workmanlike, or that such work that was unworkmanlike would be corrected and repaired.

VIII.

LDI did not properly perform the work which it contracted to perform. Although notified about serious and continuing problems with the roof, it failed to remedy them after receiving notice of their existence. The work performed by LDI on the Justice Center roof totally and completely failed its essential purpose. Defendants Dinosaur Valley and McDonald failed to properly perform their contractual supervisory functions with respect to Defendant LDI, and subsequently misrepresented that corrections would be made of defects in the work performed by LDI.

IX.

Defendant LDI failed to fully perform its contractual obligations by failing to properly install the roof on the Justice Center. Its performance of the contract was unworkmanlike and resulted in a roof that severely and continuously leaks. Its unworkmanlike performance will require installation of a new roof and has caused Plaintiff to incur delay and hindrance damages, extra work damages, and other consequential and incidental damages.

X.

Plaintiff has complied with all conditions precedent to the bringing of this suit and provided all notices necessary to Defendants, including notices of defects in workmanship to Defendants

LDI and Mid-Continent and opportunities to remedy the same. The notices of breach and opportunities to correct defective work were not satisfactorily acted upon by Defendants.

XI.

CAUSES OF ACTION

Defendant has breached its contract with Plaintiff. It has also breached express and implied warranties of good workmanship. It was also negligent in the manner in which it performed its work and represented that the work would be performed. Defendant Mid-Continent, as a surety, is liable for all damage to Plaintiff caused by LDI because Plaintiff is protected by its surety bond, and has complied with all applicable terms of the bond.

XII.

Defendant Dinosaur Valley breached its contract with Plaintiff by failing to supervise the work of LDI. It also breached express and implied warranties of good workmanship. It was also negligent in the manner in which it performed its supervisory and managerial duties, and by representing that the work of Defendant LDI would be satisfactorily performed and/or corrected.

XIII.

Defendant McDonald breached his contract with Plaintiff by failing to supervise the work of LDI to insure LDI's compliance with its contractual obligations. Further, he was also negligent in the manner in which he performed his supervisory duties for Plaintiff and by representing that the work of Defendant LDI would be satisfactorily performed and/or corrected.

XV.

DAMAGES

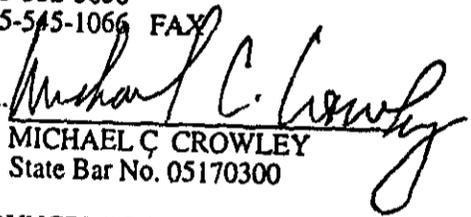
Defendants' breaches of contract and warranty, and negligence, described above, have been individually and jointly, the producing and/or proximate cause of damage to Plaintiff. Plaintiff has been damaged as described above, and seeks recovery of the reasonable costs of installing a new roof, lost business opportunities, delay and hindrance damages, extra work damages, and other consequential and incidental damages, all in a sum within the jurisdictional limits of the Court.

Plaintiff seeks reasonable and necessary attorneys fees.

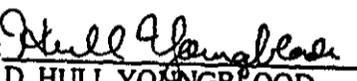
WHEREFORE, PREMISES CONSIDERED, Plaintiff requests that, following trial, the Court enter judgment in favor of Upshur and award it actual damages described above caused by Defendants' breaches of the contract, and/or express and implied warranties, and/or such damages proximately caused by Defendants' commission of negligence, and that the Court award Upshur its reasonable and necessary attorneys fees, prejudgment interest, postjudgment interest, costs of court and such other and further relief in law and in equity, including, but not limited to rescission, to which Upshur may show itself to be justly entitled.

Respectfully submitted,

DUNBAR, ARMENDARIZ,
CROWLEY & HEGEMAN, L.L.P.
1700 N. Stanton
El Paso, Texas 79902
915-532-3638
915-545-1066 FAX

By: 
MICHAEL C CROWLEY
State Bar No. 05170300

YOUNGBLOOD & ASSOCIATES
400 W. 15th St.
Austin, Texas 78701
512-499-0707

By: 
D. HULL YOUNGBLOOD
State Bar No 22221500

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 TWO HUNDRED NINE THOUSAND TWO HUNDRED NINETY FIVE DOLLARS \$ 209,295.00

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

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 N/A \$ N/A

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 s 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 s 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 s 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 s 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 s 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 s 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 lintels 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

01012rc PROPOSAL FORMS 3 OF 5

ITEM 15 CONT.

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 TWO HUNDRED NINETY SEVEN THOUSAND DOLLARS \$ 297,000.00

ITEM 16: DETENTION FURNISHINGS, AND EQUIPMENT For furnishing to job site all materials (no fabric) 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

1
2

DATE

1/8/98
1/9/98

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 NINETEEN
(written)

119 calendar days after Notification to Proceed.
(numerical)

Respectfully Submitted LDI METALWORKS, INC.

Cynthia Nimpher
By Cynthia Nimpher, Secy/Treasurer
2140 S. Main St.
Address
Ft. Worth, Texas
City State



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 the 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 banks, 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"; J.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 A1.1; 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.

..... 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 EF2.

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-



1-6-96

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 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-



1-9-90

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



Mid-Continent Group.

MID-CONTINENT CASUALTY MID-CONTINENT INSURANCE OKLAHOMA SURETY

PERFORMANCE BOND (AIA 311)

KNOW ALL MEN BY THESE PRESENTS:

That LDI METALWORKS, INC., as Principal, and MID-CONTINENT CASUALTY COMPANY, as Surety, are held and firmly bound unto UPSHUR COUNTY, TEXAS, Upshur County Courthouse, P. O. Box 730, Gilmer, Texas 75644, as Oblige, in the sum of **"TWO HUNDRED NINETY-SEVEN THOUSAND AND NO/100"** (\$297,000.00) for the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has entered into a written contract dated JANUARY 12, 1998 with the Oblige for STRUCTURAL STEEL, STANDING SEAM ROOFING, ROOF FLASHINGS & EXISTING ROOF PATCHING FOR ADDITIONS AND ALTERATIONS TO THE UPSHUR COUNTY JUSTICE CENTER, 405 North Titus, Gilmer, Texas 75644 in accordance with drawings and specifications prepared by McDONALD ARCHITECTS, INC., One Summit Ave., Ste. 614, Fort Worth, Texas 76102 which contract is by reference made a part hereof, and is hereinafter referred to as the Contract

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 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 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 to the heirs, executors, administrators or successors of Owner.

Signed, sealed and dated. JANUARY 26, 1998

Honda [Signature]
(Witness)

LDI METALWORKS, INC.
By Cynthia Nimpfer (Seal)
Cynthia Nimpfer, Sec/Treasurer (Title)

MID-CONTINENT CASUALTY COMPANY
By Sheryl A. Klutts (Surety)
Attorney-In-Fact, SHERYL A. KLUTTS

Bond No. TBD-0010130

ATTENDANCE SIGN-IN SHEET
LOCATION: UPSHUR COUNTY LIBRARY ANNEX
DATE: 12-11, 2000

1. Garland Williams	1. Gilmer
2. Peggy Miles	2. Gilmer Library
3. W. J. Johnson	3. Wood Co.
4. Lewis Syle	4. Wood Co.
5. Jerry P. Vaughan	5. Bellie W.
6. Kay Koeder	6.
7. Tom Riche	7. Gilmer
8. John Bolster	8. Dineburg or Low Firm
9. Beverly Naylor	9. Lincolnville Low Firm
10. Roger Clements	10.
11. Buck Crum	11.
12. Jerry Daniel	12. Dan Equip
13. Albert Steelman	13. Gilmer
14. Myra Warren	14. Gilmer
15. James Custard	15.
16. Hull Thompson	16. Thompson + Assoc.
17. Michael C. Lowmy	17.
18. Ernie Herdell	18.

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19.	<i>[Handwritten]</i>	19.	
20.	<i>Melvin Day</i>	20.	<i>[Handwritten]</i>
21.	<i>Stelma Duncan</i>	21.	
22.	<i>Ways Smith</i>	22.	
23.	<i>Robert Groming</i>	23.	
24.	<i>Chud T. Cant</i>	24.	
25.		25.	

00 DEC 12 1110:26

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