UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

4-9-90

Commissioner Court met in regular session with all members present.

Motion by Tommy Eatherton seconded by Bill Loggins to approve the minutes of the previous meeting. Motion carried, copy attached.

The bids for a new motor grader and loader were opened. Bids on loader were from: Holman,Bennett & Phillips Equipment; $63,758.00 with air. George P. Bane; 453,148.00 without air and $3,657.00 with air. George P. Bane with an alternate bid; $53,148.00 without air and an additional $3657.00 for air. Romco Equipment Co.; $66,910 without air and $2,255.00 for air. Waukesha-Pearce Industries; $52,698.00 without air and an additional $2,100.00 for air. Darr Equipment; $67,828.00 with air. East Texas Machinery; $60,559.00 and an additional $$2,700.00 for air. Copies attached.

Bids on the motor grader were from: Darr Equipment; $103,155.00. East Texas Machinery; $99,079.00. Holman Bennett declined to bid. Copies attached.

One bid was opened for a used motor grader; this was from Glenn Leach for $77,150.00.

A ten minute break was taken so the commissioners could study the bids. When court re-convened, David Loyd made a motion to accept the bid from East Texas Machinery for the loader. Seconded by Bill Loggins and motion was passed. Copies attached.

Motion by Tommy Eatherton seconded by David Loyd to table the bids on the new and used motor graders. This will be decided Thursday, April 12, 1990. Motion carried.

Jo Ann Stocks met with the court to present an agreement required by the state for the probation dept. to collect fees for the district and county clerk's. Motion by David Loyd seconded by Bill Loggins to approve the agreement. Motion carried, copy attached.

Motion by David Loyd seconded by Tommy Eatherton to accept a road in Pct. # 3 into the lateral roady system. The road has been maintained for two years and will be known as Mildred Road. Motion carried.

Bill Patterson and Gary Cooper met with the court to request them to extend the term of the Upshur County Economic Development Co-Ordinator. Motion by Tommy Eatherton seconded by David Loyd to extend this for another 4 years. Motion carried.

Ronnie Mitchell met with the court concerning his budget. He stated that all the money allowed his department for detention of Juveniles has been depleted. He requested an additional $2,000.00 for the remainder of the year. Motion by David Loyd seconded by Tommy Eatherton to amend his budget as requested. Motion carried.

Motion by Tommy Eatherton seconded by Gaddis Lindsey to approve the payment of the bills now due. Motion carried, copy attached.

Motion by Bill Loggins seconded by Tommy Eatherton to recess until Thursday, April 12, 1990. Motion carried.

4-12-90

Court re-convened with all members present.

Motion by David Loyd seconded by Bill Loggins to approve buying the loader on a lease purchase agreement. MOtion carried.

Motion by Tommy Eatherton seconded by David Loyd to buy the motor grader bid by East Texas Machinery for $99,079.00 with a buy back option. Motion carried.

The used motor grader that was bid on will be returned on the buy back option since the person who turned in the only bid retracted his offer.

A letter from the First National Bank releasing $50,000.00 in bonds and pledging $50,000.00 more was read to the court. Motion by David Loyd seconded by Tommy Eatherton to accept and place this in the minutes. Motion carried, copy attached.

Motion by Bill Loggins seconded by David Loyd to approve the overload permit by Carl Krogman to operate on Upshur County roads. Motion carried, copy on file.

Motion by Gaddis Lindsey seconded by Bill Loggins to approve the permit application of Harold Pond to install a culvert within ROW of Spider Lily Road. Motion carried, copy attached.

Motion by David Loyd seconded by Tommy Eatherton to approve the special road use agreement by Lynn Johnston to haul logs on White Pine, Locust and Scarlet Oak Roads. Motion carried, copy attached.

Motion by Tommy Eatherton seconded by David Loyd to approve the special road use agreement by Bill Hawthorne to haul logs on Arrowwood Road. Motion carried, copy attached.

The bids on the lease on Uphsur County School land in Baylor County were opened. There was one bid only, from Resolution Oil & Gas. Motion by David Loyd seconded by Bill Loggins to accept the bid and the $2,000.00 draft sent with it. Motion carried, copy attached.

Motion by Bill Loggins seconded by Gaddis Lindsey to approve the payroll changes of the following: Batina King, Anthony Betterton, Darlene Barber, James Stoker, James Hutchings, Russell Tackett, Sandy Sanders, Shaunda Webb, Zack Hughes, Melvin Walton and Karmen Steelman. Motion carried, copy attached.

MOtion by Bill Loggins seconded by Gaddis Lindsey to accept and approve the Treasurer's Monthly and Quarterly reports. Motion carried, copy attached.

The Financial Statement was presented and discussed. Copy will be on file in the County Clerk's Office.

Bids will be opened for the health insurance for the county on May 14, 1990.

MOtion by Gaddis Lindsey seconded by Bill Loggins to advertise for bids to re-roof the courthouse. Bids to be opened May 14, 1990. Motion carried.

Motion by Bill Loggins seconded by Gaddis Lindsey to adjourn. Motion carried.

COUNTY JUDGE

COMMISSIONER PCT. # 1

COMMISSIONER PCT. # 2

COMMISSIONER PCT. # 3

COMMISSIONER PCT. # 4

VOL 35 PG 311

HOLMAN BENNETT PHILLIPS
EQUIPMENT COMPANY, INC.
LONGVIEW TYLER

April 9, 1990

Upshur County
Courthouse
Gilmer, Texas 75644

Gentlemen:

We are pleased to bid on the following equipment:

1-New CASE 621 Wheel Loader
20.5 X 25 L3 radial rock tires; 1 year full tractor warranty, 2 year or 2000 hour engine warranty; 116 net engine horsepower; 2¼ yard bucket with digging teeth and extra bolt on reversible cutting edge; Suspension seat; Full ROPS cab with 3 speed fan, inside mirror, tinted glass, heater, pressurization, defogger, dome light, front wiper, full frame lockable doors; 65 amp alternator; Full light package of: driving, flood, turn signals, safety flashers, stop and tail; Back-up alarm.

DELIVERED BID PRICE.....$ 61,958.00

OPTIONAL FACTORY INSTALLED
AIR-CONDITIONER.....$ 1,800.00

TOTAL BID WITH AIR.....$ 63,758.00

Delivery time is 120 days from order date. Thank you for this opportunity to bid.

Sincerely,

HOLMAN-BENNETT-PHILLIPS EQUIPMENT CO., INC.

Paul W. Bennett

Paul W. Bennett
Branch Manager - Longview

:PWB

P.O. BOX 6295 TYLER, TEXAS 75711 (214) 593-0201 FAX # (214) 593-3007

VOL 35 PG 312

HOLMAN BENNETT PHILLIPS
EQUIPMENT COMPANY, INC.
LONGVIEW TYLER

April 9, 1990

Upshur County
Courthouse
Gilmer, Texas 75644

Gentlemen:

We are pleased to offer this as an alternate bid:

1-New CASE 621 Wheel Loader
20.5 X 25 L2 12 ply loader tires; 1 year full tractor warranty, 2 year or 2000 hour engine warranty; 116 net engine horsepower; 2¼ yard bucket with digging teeth and extra bolt on reversible cutting edge; Suspension seat; Full ROPS cab with 3 speed fan, inside mirror, tinted glass, heater, pressurization, defogger, dome light, full lock up package, convenience package; Loader has single lever control, height control, return to travel control; Front fenders; 65 amp alternator; Full light package of: driving, flood, turn signals, safety flashers, stop and tail; Back-up alarm.

DELIVERED PRICE.....$ 59,875.00

OPTIONAL AIR-CONDITIONER.....$ 2,870.00

TOTAL BID WITH AIR.....$ 62,745.00

Delivery time is two days from purchase order without air, and 30 days with air. Thank you.

Sincerely,

HOLMAN-BENNETT-PHILLIPS EQUIPMENT CO., INC.

Paul W. Bennett

Paul W. Bennett
Branch Manager - Longview

:PWB

P.O. BOX 6295 TYLER, TEXAS 75711 (214) 593-0201 FAX # (214) 593-3007

VOL 35 PG 312

AFFIDAVIT TO
UPSHUR COUNTY

The undersigned, hereby certifies that this Company, Corporation, Firm, Partnership, or Individual has not prepared this bid in collusion with any other seller, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other seller or to any other person or persons engaged in this type of business prior to the official opening of this bid, and further, that the Manager, Secretary of other Agent or Officer signing this bid is not and has not been for the past six (6) months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon. This affidavit is signed in compliance with Article 2367 Civil Statutes of the State of Texas.

NAME OF BIDDER: Holman-Bennett-Phillips Equipment Co., Inc.

SIGNED BY: Paul W. Bennett Branch Manager
(sign name in writing) (Title)

ADDRESS: P. O. Box 8230 Longview, Texas 75607

TELEPHONE NUMBER: 214/753-4481 DATE: 04-09-90

AFFIDAVIT

STATE OF TEXAS
COUNTY OF

Before me the undersigned authority on this the 9 day of APRIL, 1990, personally appeared PAUL W. BENNETT who being duly sworn deposes and says that he signed the above instrument for the purposes and considerations herein expressed.

(SEAL) W. T. Tucker
Notary Public in and for GREGG County, Texas
My commission expires 1-7-93

OFFICIAL SEAL
WILLIAM T. TUCKER
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Expires 1-7-93

NOTE: Bids not notarized will not be considered.

VOL 35 PG 314

AFFIDAVIT TO
UPSHUR COUNTY

The undersigned, hereby certifies that this Company, Corporation, Firm, Partnership, or Individual has not prepared this bid in collusion with any other seller, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other seller or to any other person or persons engaged in this type of business prior to the official opening of this bid, and further, that the Manager, Secretary of other Agent or Officer signing this bid is not and has not been for the past six (6) months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon. This affidavit is signed in compliance with Article 2367 Civil Statutes of the State of Texas.

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SIGNED BY: Paul W. Bennett Branch Manager
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ADDRESS: P. O. Box 8230 Longview, Texas 75607

TELEPHONE NUMBER: 214/753-4481 DATE: 04-09-90

AFFIDAVIT

STATE OF TEXAS
COUNTY OF

Before me the undersigned authority on this the 9 day of APRIL, 1990, personally appeared PAUL W. BENNETT who being duly sworn deposes and says that he signed the above instrument for the purposes and considerations herein expressed.

(SEAL) W. T. Tucker
Notary Public in and for [illegible] County
My commission expires 1-7-93

OFFICIAL SEAL
WILLIAM T. TUCKER
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Expires 1-7-93

NOTE: Bids not notarized will not be considered.

VOL 35 PG 315

PROPOSAL

04-09-1990

FOR DAVID LOYD
UPSHUR CO.PCT.#3
P.O.BOX 790
GILMER TX 75644
214/843-3083

BY DONALD CALDWELL
GEORGE P. BANE, INC.
P.O.BOX 4665
TYLER TX 75712
214/597-6641

****

PROPOSED UNIT: TOTAL
(Details and options are shown on following pages.)

(1) FIATALLIS FR10B	$ 84410
W/ Adjustments & Freight	$ 53148

****
No Trade-in
****

TOTAL DUE $ 53148

Paid by check # _____ Date __/__/__

X_____ACCEPTED ____/____/____ X_____SALESMAN
UPSHUR CO.PCT.#3 DATE DONALD CALDWELL

SUBJECT TO ACCEPTANCE BY DEALER PRINCIPAL G. R. Gabelmann
THIS PROPOSAL IS VALID FOR 5 DAYS OR UNTIL 5/9/90.

VOL 35 PG 316

PROPOSAL

OR DAVID LOYD
OPSHUR CO.PCT.#3

BY DONALD CALDWELL
GEORGE P. BANE, INC.

****

FIATALLIS FR10B WHEEL LOADER

STANDARD EQUIPMENT

AIR CLEANER
  Dry type w/Secondary Element
  Integral Pre-Cleaner
  and Dust Ejector
ALTERNATOR, 55 Amp
ANTI-FREEZE
AUTOMATIC BOOM LIFT KICKOUT
AUTOMATIC BUCKET POSITIONER
BACK-UP ALARM
BATTERIES, Maintenance Free
  Two 12-Volt, 600 C.C.A.
BRAKES-Dual System
  4 Wheel Caliper Disc
  Hydraulic Power Assisted
DIFFERENTIALS
  Torque Proportioning
DRAWBAR with Pin
ELECTRICAL MASTER SWITCH, Keyed
ELECTRONIC DATA MONITOR (E.D.M.)
  Warning Lights for:
    Air Filter Restriction
    Battery Charge
    Brake Oil Level & Pressure
    Engine Coolant Level & Temp.
    Engine Oil Level & Pressure
    Hydraulic Oil Filter Restriction
    Trans. Oil Level
     Main Pressure & Temperature
    Gen'l Malfunction Warn Light & Alarm
    Fuel Level Indicator
    Parking Brake ON Indicator
    Transmission Declutch Indicator
ENGINE
  Fiat-Iveco 8065
  Naturally Aspirated
  358 Cu. In., 6 Cylinder
  110 Net Flywheel Horsepower
   at 2500 RPM
ENGINE SIDE PANELS
FAN, Pusher w/Finger Guard
FENDERS, Front & Rear
FILTRATION SYSTEMS
  Engine Lube Oil
  Fuel Dual Element
  Hydraulic Oil
  Transmission & Torque Converter
HORN
HOURMETER
HYDRAULIC OIL LEVEL SIGHT GAUGES
HYDRAULIC CONTROL- Single Lever
LADDER, Left Side Access
LIFT & TIE DOWN EYES, Front & Rear
LIGHTING
  Two Headlights
  Two Front Floodlights
  Two Rear Floodlights
  Two Stop & Two Taillights
  Cab Interior
  Turn Signals
  Emergency Flashers
MUFFLER
PARKING BRAKE
  Spring Applied
  Hydraulically Released
ROPS CAB
  Headliner and Floormat
  Heater/Pressurizer/Demister
   w/Front & Rear Defroster Vents
  Rear Hinged and Locking Door
   w/Hold-Open Device
  Rear View Mirrors
  Seat, Suspension w/Cloth Fabric
   Seat Belt, & Moveable Armrests
  Sun Visor
  Tinted Safety Glass
  Windshield Wipers-Frt & Rear
  Windshield Washers- Frt & Rear
SEALED LOADER LINKAGE
TIRES-17.5 x 25 (12) L-2 Tubeless
TORQUE CONVERTER
  Single Stage
TRANSMISSION
  Powershift w/Sngl Lever Shift Cntr.
  3 Forward & 3 Reverse Speeds
  Transmission Declutch
VALVE, 3 Spool Hydraulic
VANDALISM PROTECTION

VOL 85 PG 317

PROPOSAL

JR DAVID LOYD
IPSHUR CO.PCT.#3

BY DONALD CALDWELL
GEORGE F. BANE, INC.

EQUIPMENT DESCRIPTION(S)

FIATALLIS FR10B WHEEL LOADER

73150796	BASE UNIT	$	77900.00

OPTIONAL EQUIPMENT

76016731	2.25 cu yd G.P. BKT 93 in	$	4295.00
79070240	6 CENTRAL 2 CNR MTD BOLT-ON BKT TEETH SHANKS	$	630.00
73070600	8 H.D. BKT SHANK POINTS	$	270.00
76016096	BOLT-ON BKT SPILL PLATE	$	275.00
73152440	520 LB COUNTERWEIGHT	$	670.00
73150875	COLD WEATHER STARTING AID	$	370.00
	TOTAL	$	84410.00

PRICE

FIATALLIS FR10B with options.....$	84410.00	
LESS GOV'T. DISCOUNT.....$	-31262.00	
TOTAL LIST PRICE.....$	53148.00	
OPTION: Air Conditioning.....$	**3657.00**	

STATE AND LOCAL TAXES NOT INCLUDED

-- End of Proposal --

36 Mos. Lease Purchase @ 7.5% = $1,642.96 mo.

VOL 35 PG 218

AFFIDAVIT TO
UPSHUR COUNTY

The undersigned, hereby certifies that this Company, Corporation, Firm, Partnership, or Individual has not prepared this bid in collusion with any other seller, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other seller or to any other person or persons engaged in this type of business prior to the official opening of this bid, and further, that the Manager, Secretary of other Agent or Officer signing this bid is not and has not been for the past six (6) months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon. This affidavit is signed in compliance with Article 2367 Civil Statutes of the State of Texas.

NAME OF BIDDER: George P. Bane, Inc.

SIGNED BY: G Gabelmann Sales Manager
(sign name in writing) (Title)

ADDRESS: P.O. Box 4665, Tyler, TX 75712

TELEPHONE NUMBER: 214-597-6641 DATE: 4-9-90

AFFIDAVIT

STATE OF TEXAS
COUNTY OF

Before me the undersigned authority on this the 2 **day of** April, **19** 90, **personally appeared** George Gabelmann **who being duly sworn deposes and says that he signed the above instrument for the purposes and considerations herein expressed.**

(SEAL) Wanda Harmon
Notary Public in and for Upshur County, Texas
My commission expires 10-31-92

NOTE: Bids not notarized will not be considered.

WANDA HARMON
Notary Public
STATE OF TEXAS
My Comm Exp 10-31-92

VOL 35 PG 319

PROPOSAL

04-09-1990

FOR DAVID LOYD
UPSHUR CO.PCT.#3
P.O.BOX 790
GILMER TX 75644
214/843-3083

BY DONALD CALDWELL
GEORGE P. BANE, INC.
P.O.BOX 4665
TYLER TX 75712
214/597-6641

****

PROPOSED UNIT: TOTAL
(Details and options are shown on following pages.)

(1) FIATALLIS FR10B $ 91625
w/ Adjustments & Freight* $ 61209

****
No Trade-in
****

TOTAL DUE $ 61209

Paid by check # _____ Date __/__/__

X_____ACCEPTED ____/____/____ X_____SALESMAN
UPSHUR CO.PCT.#3 DATE DONALD CALDWELL

SUBJECT TO ACCEPTANCE BY DEALER PRINCIPAL Ken Gabelmann
THIS PROPOSAL IS VALID FOR 5 DAYS OR UNTIL 5/9/90.

VOL 35 PG 320

PROPOSAL

FOR DAVID LOYD
UPSHUR CO.PCT.#3

BY DONALD CALDWELL
GEORGE P. BANE, INC.

****

FIATALLIS FR10B WHEEL LOADER

STANDARD EQUIPMENT

AIR CLEANER
- Dry type w/Secondary Element
- Integral Pre-Cleaner
- Dust Ejector

ALTERNATOR, 95 Amp
ANTI-FREEZE
AUTOMATIC BODY LIFT KICKOUT
AUTOMATIC RIDER POSITIONER
BACK-UP ALARM
BATTERIES, Maint. Serve Free
- Two Series, 12V C.C.A.

BRAKES, Hydraulic System
- 4 Wheel Outboard Disc
- Hydraulic Power Assisted

DIFFERENTIALS
- Torque Proportioning

DRAWBAR, Hook Pin
ELECTRICAL MASTER SWITCH, Keyed
ELECTRONIC DATA MONITOR (E.D.M.)
- Warning Lights for:
  - Air Filter Restriction
  - Battery Charge
  - Brake Oil Level & Pressure
  - Engine Coolant Level & Temp.
  - Engine Oil Level & Pressure
  - Hydraulic Oil Filter Restriction
  - Trans. Oil Level
  - Main Pressure & Temperature
  - Gen'l Malfunction Warn Light & Alarm
  - Fuel Level Indicator
  - Parking Brake ON Indicator
  - Transmission Declutch Indicator

ENGINE
- Fiatallis 6065
- Naturally Aspirated
- 155 Cu. Inch, 6 Cylinder
- 110 Net Flywheel Horsepower
- at 2500 RPM

ENGINE SIDE PANELS
FAN, Pusher w/Finger Guard
FENDERS, Front & Rear
FILTRATION SYSTEMS
- Engine Lube Oil
- Full Flow Element
- Hydraulic Oil
- Transmission & Torque Converter

HORN
HOURMETER
HYDRAULIC OIL LEVEL SIGHT GAUGES
HYDRAULIC CONTROLS, Single Lever
LADDER, Left Side Access
LIFT & TIE DOWN EYES, Front & Rear
LIGHTING
- Two Headlights
- Two Front Floodlights
- Two Rear Floodlights
- Two Stop & Two Taillights
- Cab Interior
- Turn Signals
- Emergency Flashers

MUFFLER
PARKING BRAKE
- Spring Applied
- Hydraulically Released

ROPS CAB
- Headliner and Floormat
- Heater/Pressurizer/Demister
  - w/Front & Rear Defroster Vents
- Rear Hinged and Locking Door
  - w/Hold-Open Device
- Rear View Mirrors
- Seat, Suspension w/Cloth Fabric
  - Seat Belt, & Moveable Armrests
- Sun Visor
- Tinted Safety Glass
- Windshield Wipers-Frt & Rear
- Windshield Washers- Frt & Rear

SEALED LINKAGE
TIRES-17.5 x 25 (12) L-2 Tubeless
TORQUE CONVERTER
- Single stage

TRANSMISSION
- Powershift w/Sngl Lever Shift Cntr.
- 3 Forward & 3 Reverse Speeds
- Transmission Declutch

VALVES, 3 Spool Hydraulic
VANDALISM PROTECTION

VOL 35 PG 321

CO.PCT.#3 GEORGE P. BANE, INC.

****

EQUIPMENT DESCRIPTION(S)

FIATALLIS FR10B WHEEL LOADER

73150796	BASE UNIT	$	77900.00

OPTIONAL EQUIPMENT

73174434	GOVERNMENT SPECIAL PACKAGE Inc: 20.5 R25 XGLA (1 STAR) Turn & Wheel Sub., To be engine (115 NET HP), SAE 15 Counterweight, Boggie Group. Req. 113 in axle & bkt	$	5975.00
[illegible]	[illegible]	$	5765.10
77070840	6 CENTRAL 2 UNR LTD 20 T-ON E.T TEETH SHANKS	$	820.00
73[illegible]	6 H.D. SKT SHANK POINTS	$	270.00
73[illegible]	DC 5 RDS XHvt (1 STAR)	$	1065.00
	TOTAL	$	91625.00

PRICE

FIATALLIS FR10B with options.....$	91625.00
LESS DEALER DISCOUNT.....$	-30416.00
TOTAL LIST PRICE.....$	61209.00
OPTION: Air Conditioning.....$	**3657.00**

STATE AND LOCAL TAXES NOT INCLUDED

-- End of Proposal --

36 Mos. Lease Purchase @ 7.5% = $1,892.15 mo.

VOL 35 PG 322

ROMCO EQUIPMENT CO.

1116 N. East Loop 281 / P.O. Drawer 2566 / Longview, TX 75606 / (214) 758-5576/FAX NO. 758-3079

April 06, 1990

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

Attention: County Auditor "Bid" Wheel Loader

Dear Sir:

Per your request we are pleased to present the following information and quotation on a 2 1/4 cu. yd. 115 H.P. Wheel Loader for your approval.

One - Model L-70 Michigan Wheel Loader complete with following equipment:

- 2 1/4 cu. yd. Pin on Bucket
- 24 Volt, 55 AMP Alternator
- Lockable Battery Disconnect
- 4-Wheel Hydraulic Dry Disc Brakes
- Secondary Brake System
- Automatic Bucket Leveler with Position Indicator
- ROPS Cab with Heater, Defroster, Pressurizer (39,600 BTU) with Three-Speed Blower Fan and Filtered Air, Operator Station Noise Level 81 dB(A) and Safety Tinted Glass
- 6-Way Suspension Adjustable Seat
- Seat Belt
- Adjustable Tilt Steering Wheel
- Windshield Washers and Wipers
- Hydraulic Pressure Test Ports
- Inside Rear View Mirror
- Lights: (2-Front) Halogen with High/Low Beam, Parking Lights, Side Marker Lights, Stop/Tail Combination (2-Rear) Turn Signals with Hazard Warning Switch, Work Lights, Halogen (2-Front, 2-Rear)
- 2-Exterior Rear View Mirrors
- 2 Front, 2 Rear Fenders
- Instruments/Gauges: Brake System Pressure Gauge, Engine Coolant Temperature Gauge, Fuel Gauge, Hourmeter, Transmission/Converter Fluid Temperature Gauge, "SPEEDOMETER/TACHOMETER"
- Transmission, Modulated with Single Lever Control, Automatic Powershift and Operator Controlled Declutch

ROMCO
EQUIPMENT CO.

VOL 25 PG 322

- 2 - 24-Volt Cab Air Circulation Fans
- 1 Set (3 pc.) Bolt-On Bucket Cutting Edge
- 1 Set (8) Bolt-On Adapters with Teeth for Bucket
- 4 - 22/65-25 (RL3F) Two-Star Goodyear Radial Tires

- Warranty: One Year
- Horse Power: 110 @ 2200 RPM

FOB Price Gilmer, Texas. $66,910.00

Optional Equipment:

1 - 91244 (19,400 BTU) Air Conditioner. $2,255.00
1 - 3 Year, 5,000 hr. Component Protection Plan on Power Train. $1,680.00

Delivery: 90 Days.

If we can be of further service to you please feel free to call at anytime.

Yours truly,

Moose Lanham

D. H. (Moose) Lanham
Equipment Sales

DHL/mn

L90-DHL-06

VOL 35 PG 224

AFFIDAVIT TO
UPSHUR COUNTY

The undersigned, hereby certifies that this Company, Corporation, Firm, Partnership, or Individual has not prepared this bid in collusion with any other seller, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other seller or to any other person or persons engaged in this type of business prior to the official opening of this bid, and further, that the Manager, Secretary of other Agent or Officer signing this bid is not and has not been for the past six (6) months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon. This affidavit is signed in compliance with Article 2367 Civil Statutes of the State of Texas.

NAME OF BIDDER: Ronco Equipment Co

SIGNED BY: D H. Lanham Salesman
(sign name in writing) (Title)

ADDRESS: 1116 N. East Loop 281 (P.O. Drawer 2566)

TELEPHONE NUMBER: 214-758-5576 DATE: 4/5/90

AFFIDAVIT

STATE OF TEXAS
COUNTY OF Harrison

Before me the undersigned authority on this the 6th day of April, 1990, personally appeared D H. Lanham who being duly sworn deposes and says that he signed the above instrument for the purposes and considerations herein expressed.

(SEAL) Penny R. Walker
Notary Public in and for Harrison County, Texas
My commission expires 1-8-94

NOTE: Bids not notarized will not be considered.

PENNY R. WALKER
MY COMMISSION EXPIRES
January 8, 1994

VOL 35 PG 325

WAUKESHA-PEARCE INDUSTRIES, INC.
P.O. BOX 1185 • HIGHWAY 42 NORTH
214/984-2011 • KILGORE, TX 75662-1185

APRIL 2, 1990

QUOTATION

UPSHUR COUNTY AUDITOR
P.O. BOX 370
GILMER, TEXAS 75644

REFERENCE: WHEEL LOADER BID

(1) ONE NEW DRESSER 515C WHEEL LOADER

EQUIPPED AS FOLLOWS

TIRES	L-3, 17.5 X 25 MICHELIN RADIAL
WARRANTY	ONE YEAR FULL COVERAGE
HORSEPOWER	115
BUCKET	2 1/4 YD. CAPACITY, EQUIPPED WITH BOLT-ON TEETH AND CUTTING EDGE, SHIPPED SEPARATELY
SEATS	HYDRAULIC SUSPENSION TYPE
AIR FAN	OSCILLATING TYPE
CAB/ROPS	FULLY ENCLOSED
HEATER	YES CAB MOUNTED
TACHOMETER	YES CAB MOUNTED
FRONT WINDSHIELD WIPER	YES
INSIDE REAR VIEW MIRROR	YES
TURN SIGNALS	YES
AVAILABILITY	60 DAYS AFTER RECEIPT OF ORDER
F.O.B	GILMER, TEXAS

****PURCHASE PRICE.....$52,698.00**
****APPLICABLE TAXES NOT INCLUDED**

OPTIONAL EQUIPMENT

AIR CONDITIONER	$2,100.00

THANK YOU FOR ALLOWING WAUKESHA-PEARCE INDUSTRIES, INC., AND DRESSER TO QUOTE UPSHUR COUNTY, DRESSER PRODUCTS BACKED WITH QUALITY PARTS AND SERVICE THAT YOU DESERVE.

RESPECTFULLY

MIKE ANDREWS
SALES REPRESENTATIVE

MA/mkr

THIS QUOTATION IS SUBJECT TO TERMS AND CONDITIONS ON REVERSE SIDE.

THE POWER PEOPLE.
A PEARCE INDUSTRIES, INC. COMPANY

VOL 35 PG 326

AFFIDAVIT TO
UPSHUR COUNTY

The undersigned, hereby certifies that this Company, Corporation, Firm, Partnership, or Individual has not prepared this bid in collusion with any other seller, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other seller or to any other person or persons engaged in this type of business prior to the official opening of this bid, and further, that the Manager, Secretary of other Agent or Officer signing this bid is not and has not been for the past six (6) months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon. This affidavit is signed in compliance with Article 2367 Civil Statutes of the State of Texas.

NAME OF BIDDER: WAUKESHA-PEARCE INDUSTRIES INC.

SIGNED BY: Don Krenek DON KRENEK, DISTRICT MANAGER
(sign name in writing) (Title)

ADDRESS: P O BOX 1185 / HWY 42 N. / KILGORE, TEXAS 75662

TELEPHONE NUMBER: 1-214-984-2-11 DATE: APRIL 5, 1990

AFFIDAVIT

STATE OF TEXAS
COUNTY OF GREGG

Before me the undersigned authority on this the 5TH day of APRIL, 19 90, personally appeared DON KRENEK who being duly sworn deposes and says that he signed the above instrument for the purposes and considerations herein expressed.

(SEAL) Mary K. Rash MARY K. RASH
Notary Public in and for GREGG County, Texas
My commission expires 02/03/94

NOTE: Bids not notarized will not be considered.

MARY K. RASH
Notary Public, State of Texas
My Commission Expires 02-03-94

VOL 35 PG 327

QUOTATION

CARR EQUIPMENT CO.
YOUR CATERPILLAR® DEALER
DALLAS • FT. WORTH • LONGVIEW • SHERMAN/DENISON
TEXARKANA • TYLER • WACO • WICHITA FALLS

DATE: April 2, 1990

ADDRESS: P.O. Box 540788 Dallas, Texas 75354	DELIVERY:
TO: Upshur County P.O. Box 730 Gilmer, Texas 75644 Attn: County Auditor	F.O.B.: Upshur County TERMS: Net Cash
Prices quoted are firm for a period of_____days.	SIGNED: Jim Smith Jim Smith, Sales Manager

QUANTITY	DESCRIPTION	REFERENCE NUMBER	APPROX. WEIGHT LBS.	UNIT PRICE	EXTENSION
One	NEW CATERPILLAR 926 WHEEL LOADER SERIES E. Includes diesel engine with 24-volt direct electric starting, 50 ampere alternator, heavy duty batteries, blower fan, caplocks, counterweight, ether start, fuel priming pump, fuel gauge, gauge group, lever locks, muffler, power shift transmission, torque converter, hydraulic steering, fenders, lighting system (road and working), back-up alarm, unitized sound-suppressed pressurized ROPS cab with heater/defroster, rear view mirrors, fully adjustable suspension seat with seat belt, front and rear wiper/ washer, 17.5-25, 12 PR tubeless traction- type (L-2) tires and EMS operator warning system. Does not include bucket.	9C8428			
	Equipped with:				
	Air Conditioner	9C3045			
	Bucket 2.25 yd.	6W7771			
	20.5 X 25 XRA * Michelin	2Z8647			
	Lights Directional	4V6791			
	Defroster Fan				
	Bolt on Edge				
	Net Cash Price FOB Upshur County			$ 67,828.00	
	If Extended Warranty desired add $1281.00 to Purchase Price.				
	Standard Warranty : 1 year up to 1500 hours See attached warranty for terms and conditions.				

DEC 227

VOL 35 PG 328

DARR EQUIPMENT CO.

YOUR CATERPILLAR® DEALER

DALLAS • FT. WORTH • LONGVIEW • SHERMAN/DENISON

TEXARKANA • TYLER • WACO • WICHITA FALLS

Page Two

QUOTATION

DATE: April 2, 1990

ADDRESS: P.O. Box 540788 Dallas, Texas 75354	DELIVERY:
TO: Upshur County P.O. Box 730 Gilmer, Texas 75644 Attn: County Auditor	F.O.B.: Upshur County TERMS: Net Cash
Prices quoted are firm for a period of_____days.	SIGNED: Jim Smith Jim Smith, Sales Manager

QUANTITY	DESCRIPTION	REFERENCE NUMBER	APPROX WEIGHT LBS	UNIT PRICE	EXTENSION
One	NEW CATERPILLAR 926 WHEEL LOADER SERIES E. Repurchase: 1 year or 1200 hours - $55,000 2 year or 2400 hours - $53,000 3 year or 3600 hours - $48,000				

DEC 227

VOL 35 PG 329

AFFIDAVIT TO
UPSHUR COUNTY

The undersigned, hereby certifies that this Company, Corporation, Firm, Partnership, or Individual has not prepared this bid in collusion with any other seller, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other seller or to any other person or persons engaged in this type of business prior to the official opening of this bid, and further, that the Manager, Secretary of other Agent or Officer signing this bid is not and has not been for the past six (6) months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon. This affidavit is signed in compliance with Article 2367 Civil Statutes of the State of Texas.

NAME OF BIDDER: Darr Equipment Co.

SIGNED BY: Mike Andrews
(sign name in writing) (Title)

ADDRESS: P.O. Box 540788 Dallas, TX 75354-0788

TELEPHONE NUMBER: 214-721-2825 DATE: 4/3/90

AFFIDAVIT

STATE OF TEXAS
COUNTY OF

Before me the undersigned authority on this the 3rd day of April, 1990, personally appeared Mike Andrews who being duly sworn deposes and says that he signed the above instrument for the purposes and considerations herein expressed.

(SEAL) Camille Curry
Notary Public in and for Dallas County, Texas
My commission expires 11-4-91

NOTE: Bids not notarized will not be considered.

CAMILLE CURRY
Notary Public, State of Texas
My Commission Expires 11-04-1991

VOL 35 PG 330

EAST TEXAS MACHINERY, INC.

P. O. Box 3327
Lufkin, Texas 75903
(409) 634-8801

P. O. Box 7389
Longview, Texas 75607
(214) 758-3326

5 April 1990

Upshur County
County Courthouse
Gilmer, TX

ATTENTION: County Judge

We are pleased to quote on the following:

One: New John Deere Model 544E Rubber Tired Loader with:

John Deere 6 Cylinder Engine (115 Net H.P.)

Four Speed Forward - Three Speed Reverse Transmission (Power Shift)

Torque Converter

Inboard Mounted Planetaries

Inboard Mounted, Self Adjusting, Wet Disc Brakes

20.5 x 25 12 Ply Tires

Full Power Steering, Articulated Frame Type

Enclosed Quiet Cab (ROPS)

Heater

12 Volt Electrical System

Windshield Wipers

Deluxe Cushion Seat with Suspension

Full Electronic Instrumentation

Mirrors

Worklights - Turn Signals

2 1/4 Yard Bucket with Teeth

Return to Dig Mechanism

Single Lever Loader Control

Front - Rear Fenders

Counterweight

Differential Lock

WARRANTY: 2 Years: First 6 Months entire machine, including service calls.
Remaining 18 Months, Power Train Only, excluding field mileage.

Upshur County
Gilmer, TX

VOL 35 PG 321

Ref: 1 New JD544E Loader

SALE PRICE	$94,150.00
LESS FULL MUNICIPAL DISCOUNTS	-33,591.00
NET CASH SALE PRICE	$60,559.00

NOTE: For Airconditioning add: $2,700.00

GUARANTEED REPURCHASE:

SALE PRICE: $68,380.00

Repurchase price after 1 year or 1200 hours	$64,505.00
Repruchase price after 2 years or 2400 hours	$58,077.00
Repurchase price after 3 years or 3600 hours	$51,689.00
Repurchase price after 4 years or 4800 hours	$48,798.00
Repruchase price after 5 years or 6000 hours	$42,500.00

Thank you,

Max Nation
Sales Rep.

MN/fb

VOL 35 PG 332

AFFIDAVIT TO
UPSHUR COUNTY

The undersigned, hereby certifies that this Company, Corporation, Firm, Partnership, or Individual has not prepared this bid in collusion with any other seller, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other seller or to any other person or persons engaged in this type of business prior to the official opening of this bid, and further, that the Manager, Secretary of other Agent or Officer signing this bid is not and has not been for the past six (6) months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon. This affidavit is signed in compliance with Article 2367 Civil Statutes of the State of Texas.

NAME OF BIDDER: East Texas Machinery, Inc.

SIGNED BY: Mac Patton
(sign name in writing) (Title)

ADDRESS: P.O. Box 7389, Longview, TX 75607

TELEPHONE NUMBER: 214-758-3326 DATE: 4/5/90

AFFIDAVIT

STATE OF TEXAS
COUNTY OF Gregg

Before me the undersigned authority on this the 5th day of APRIL, 1990, personally appeared Mac Patton who being duly sworn deposes and says that he signed the above instrument for the purposes and considerations herein expressed.

(SEAL) Teresa J. Sanders
Notary Public in and for Gregg County, Texas
My commission expires 10/25/93

NOTE: Bids not notarized will not be considered.

VOL 35 PG 332

DARR EQUIPMENT CO.

YOUR CATERPILLAR® DEALER

DALLAS • FT. WORTH • LONGVIEW • SHERMAN/DENISON

TEXARKANA • TYLER • WACO • WICHITA FALLS

QUOTATION

DATE: April 3, 1990

ADDRESS: P.O. Box 540788
Dallas, Texas 75354-0788

TO: Upshur County Pct. #4
P.O. Box 730
Gilmer, Texas 75644

DELIVERY: July LH

F.O.B.: Upshur County Pct. #4

TERMS: Net Cash or finance @ 7.5% simple rate up to 60 months.

SIGNED: Jim Smith

Jim Smith, Sales Manager

Prices quoted are firm for a period of_____days.

QUANTITY	DESCRIPTION	REFERENCE NUMBER	APPROX. WEIGHT LBS.	UNIT PRICE	EXTENSION
One	NEW CATERPILLAR 12 MOTOR GRADER, Series G. Includes diesel engine with 24-volt electrical system, 50 ampere alternator, maintenance-free batteries, heavy duty starting motor, dry-type air cleaner with service indicator and automatic dust ejector,blower fan, muffler, accelerator-decelerator, power shift transmission, articulated frame, hydraulic (controls, steering, and leaned front wheels), tandem drive train differential, 12- foot hydraulic sideshift blade with tip control, 6 inch x 5/8 inch DH2 steel cutting edges, reversible overlay end bits, hand throttle, sound suppressed low profile ROPS cab, inside rearview mirror, wind-shield washer and wipers, shock dampening seat, seat belt, service meter, horn, back- up alarm, adjustable control console, EMS operator warning system,coolant temperature gauge, ether start, prescreener, caplocks, four-wheel oil disc brakes, parking brake, articulation indicator, rear drawbar, stop and tail lights, tilt adjustable steering wheel, tool box and 13.00-24, 10 PR (G-2) tires.	8W2417			
	Equipped with:				
	Front Scarifier	8W2410			
	Air Conditioner	8W2099			
	14'Hyd. sideshift w/tip	8W6734			
	Hyd. System	8W2510			
	Directional Lights	8W6805			
	Low Temp. Starting	8W3616			

DEC 227

VOL 35 PG 234

DARR EQUIPMENT CO.

YOUR CATERPILLAR® DEALER

DALLAS • FT. WORTH • LONGVIEW • SHERMAN/DENISON

TEXARKANA • TYLER • WACO • WICHITA FALLS

QUOTATION

DATE: April 3, 1990

ADDRESS P.O. Box 540788 Dallas, Texas 75354-0788	DELIVERY July LH
TO Upshur County Pct. #4 P.O. Box 730 Gilmer, Texas 75644	P.O.S. Upshur County Pct. #4 TERMS Net cash or finance @ 7.5% simple rate up to 60 months.
Prices quoted are firm for a period of_____days.	SIGNED Jim Smith Jim Smith, Sales Manager

QUANTITY	DESCRIPTION	REFERENCE NUMBER	APPROX. WEIGHT LBS	UNIT PRICE	EXTENSION
One	NEW CATERPILLAR 12 MOTOR GRADER, Series G. Sus. Seat 14.00 X 24, 10 PR 10" Rims	8X2352 9D5792 9D5900			
	Sales Price Extemded warranty			$103,155.00 $ 2,099.00	
	Sales Price with extended warranty			$105,254.00	
	If Bond desired add $3605.00 to purchase price.				
	Repurchase: 1 year or 1200 hours - $90,118.00 2 year or 2400 hours - $86,999.00 3 year or 3600 hours - $83,881.00 4 year or 4800 hours - $77,643.00 5 year or 6000 hours - $72,966.00				

DEC 227

VOL 35 PG 325

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

Invitation To Bid
(not an order)

COUNTY AUDITOR 214-843-3083

ON: Purchase of one (1) new Motor Grader

BID OPENING DATE: April 9, 1990

TIME: 9:00 am - Commissioners' Court

PLACE: Upshur County Courthouse, Gilmer, Texas

Sealed Bids Will Be Received Until 9:00 am, April 9, 1990 On Items Listed Below or Attached. (Any attached specifications are made a part of this bid.)

ITEM	QUANTITY	DESCRIPTION AND/OR SPECIFICATIONS
1.	1	Purchase of a 135 h.p. class grader as per attached specifications.

Bids shall include a buy-back guarantee as noted on the bid form.

Bid form must be submitted as bid and "exceptions to specifications" listed in space provided or attached to the bid form.

For further information contact: Tom Eatherton, P. O. Box 730, Gilmer, Texas 75644, or phone 214-843-3083.

1. Purchase of one (1) motor grader	$ 103,155.00
1st year buyback or 1200 hours	$ 90,118.00
2nd year buyback or 2400 hours	$ 86,999.00
3rd year buyback or 3600 hours	$ 83,881.00
4th year buyback or 4800 hours	$ 77,643.00
5th year buyback or 6000 hours	$ 72,966.00

VOL 35 PG 336

BID FORM

1. **One or more new Motor Graders as per stated specifications.**
   $ 103,155.00

2. **Bidder shall warrant the equipment for** 6 **months from date of delivery.**

3. **Bidder shall state in the space provided what is covered by warranty; example--parts, labor, service, etc.**

4. The bidder shall state below the repurchase guarantee he will offer for the above new machine at the end of each of the specified intervals of use. Such intervals include years or service meter hours of use and the guaranteed repurchase amount if deemed to mean for whichever shall occur first. It is understood that repurchase guarantees shall be for the machine with only normal wear and in operating conditions. Any repairs necessary because of accident, misuse, or neglect shall be performed at the expense of Upshur County before the machine is presented for repurchase. It is further understood that Upshur County has the right to sell, lease, loan, trade or otherwise dispose of the equipment at its discretion. Such action shall make this repurchase agreement null and void on any machine so disposed of.

Repurchase price after 1 year or 1200 hours	$ 90,118.00
Repurchase price after 2 years or 2400 hours	$ 86,999.00
Repurchase price after 3 years or 3600 hours	$ 83,881.00
Repurchase price after 4 years or 4800 hours	$ 77,643.00
Repurchase price after 5 years or 6000 hours	$ 72,966.00

5. Bidder should also include in the space provided the following items:

   A. Approximate dollar valve of parts inventory at Bidder's nearest facility. $ 2,400,000

   B. Where the nearest manufacturer's regional parts depot is located. Dallas, Texas

   C. Does the Bidder inventory exchange engine and transmission for model bid? Yes

VOL 25 PG 337

6. Authorized Bidder's signature Mike Auer

Representing Darr Equipment Company

Address P.O. Box 540788 Dallas, Texas 75354-0788

Telephone Number (214)721-2825

WARRANTY COVERAGE: 6 months standard warranty. If extended warranty desired add $2099.00 to purchase price. See attached warranties for terms and conditions.

VOL 35 PG 338

AFFIDAVIT TO
UPSHUR COUNTY

The undersigned, hereby certifies that this Company, Corporation, Firm, Partnership, or Individual has not prepared this bid in collusion with any other seller, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other seller or to any other person or persons engaged in this type of business prior to the official opening of this bid, and further, that the Manager, Secretary of other Agent or Officer signing this bid is not and has not been for the past six (6) months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon. This affidavit is signed in compliance with Article 2367, Civil Statutes of the State of Texas.

NAME OF BIDDER: Darr Equipment Co.

SIGNED BY: _____ Sales Manager
(sign name in writing) (Title)

ADDRESS: P.O. Box 540788 Dallas, Texas 75354

TELEPHONE NUMBER: 214-721-2825 DATE: 4/3/90

AFFIDAVIT

STATE OF TEXAS
COUNTY OF

Before me the undersigned authority on this the 3 **day of** April, 1990, **personally appeared** Mike Andrews
who being duly sworn deposes and says that he signed the above instrument for the purposes and considerations herein expressed.

(SEAL) Camille Curry
Notary Public in and for Dallas County, Texas
My commission expires 11-4-91

NOTE: Bids not notarized will not be considered.

CAMILLE CURRY
Notary Public, State of Texas
My Commission Expires 11-04-1991

VOL 735 PG 329

DARR EQUIPMENT CO.
YOUR CATERPILLAR® DEALER
DALLAS • FT. WORTH • LONGVIEW • SHERMAN/DENISON
TEXARKANA • TYLER • WACO • WICHITA FALLS

QUOTATION

DATE: April 3, 1990

ADDRESS: P.O. Box 540788	DELIVERY: July LH
Dallas, Texas 75354-0788	
TO: Upshur County Pct. #4	F.O.B.: Upshur County Pct. #4
P.O. Box 730	TERMS: Net cash or finance @ 7.5% simple rate up to 60 months.
Gilmer, Texas 75644	
	SIGNED: Jim Smith
Prices quoted are firm for a period of_____days.	Jim Smith, Sales Manager

QUANTITY	DESCRIPTION	REFERENCE NUMBER	APPROX. WEIGHT LBS.	UNIT PRICE	EXTENSION
One	NEW CATERPILLAR 12 MOTOR GRADER, Series G. Includes diesel engine with 24-volt electrical system, 50 ampere alternator, maintenance-free batteries, heavy duty starting motor, dry-type air cleaner with service indicator and automatic dust ejector,blower fan, muffler, accelerator-decelerator, power shift transmission, articulated frame, hydraulic (controls, steering, and leaned front wheels), tandem drive train differential, 12- foot hydraulic sideshift blade with tip control, 6 inch x 5/8 inch DH2 steel cutting edges, reversible overlay end bits, hand throttle, sound suppressed low profile ROPS cab, inside rearview mirror, wind-shield washer and wipers, shock dampening seat, seat belt, service meter, horn, back- up alarm, adjustable control console, EMS operator warning system,coolant temperature gauge, ether start, prescreener, caplocks, four-wheel oil disc brakes, parking brake, articulation indicator, rear drawbar, stop and tail lights, tilt adjustable steering wheel, tool box and 13.00-24, 10 PR (G-2) tires. Includes standard machine plus hydraulic system compatible with ripper-scarifier.	8W7570			
	Equipped with:				
	14' Hyd. sideshift w/tip control	8W6734			
	Heater / pressurizer	8W2097			
	Low Temp. starting	8W3616			
	Sus. seat	8X2352			

DEC 227

VOL 35 PG 340

Page Two

DARR EQUIPMENT CO.

YOUR CATERPILLAR® DEALER

DALLAS • FT. WORTH • LONGVIEW • SHERMAN/DENISON

TEXARKANA • TYLER • WACO • WICHITA FALLS

QUOTATION

DATE: April 3, 1990

ADDRESS: P.O. Box 540788
Dallas, Texas 75354-0788

TO: Upshur County Pct. #4
P.O. Box 730
Gilmer, Texas 75644

DELIVERY: July LH

P.O.B.: Upshur County Pct. #4

TERMS: Net cash or finance @7.5% simple rate up to 60 months.

SIGNED: Jim Smith

Jim Smith, Sales Manager

Prices quoted are firm for a period of_____days.

QUANTITY	DESCRIPTION	REFERENCE NUMBER	APPROX WEIGHT LBS	UNIT PRICE	EXTENSION
One	NEW CATERPILLAR 12 MOTOR GRADER, Series G.				
	Directional lights	8W6805			
	Front Scarifier	8W2410			
	14.00 X 24 10 PR	9D5792			
	10" Rims	9D5900			
	Sales Price			$100,669.00	
	Extended Warranty			$ 2,099.00	
	Sales Price with Extended Warranty			$102,768.00	
	If Repurchase Bond is desired ad $3512.00 to Purchase Price.				
	Repurchase:				
	1 year or 1200 hours - $87,785.00				
	2 year or 2400 hours - $84,743.00				
	3 year or 3600 hours - $81,700.00				
	4 year or 4800 hours - $75,616.00				
	5 year or 6000 hours - $71,053.00				

DEC 227

VOL 35 PG 341

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

Invitation To Bid
(not an order)

COUNTY AUDITOR 214-843-3083

ON: Purchase of one (1) new Motor Grader

BID OPENING DATE: April 9, 1990

TIME: 9:00 am - Commissioners' Court

PLACE: Upshur County Courthouse, Gilmer, Texas

Sealed Bids Will Be Received Until 9:00 am, April 9, 1990 On Items Listed Below or Attached.(Any attached specifications are made a part of this bid.)

ITEM	QUANTITY	DESCRIPTION AND/OR SPECIFICATIONS
1.	1	Purchase of a 135 h.p. class grader as per attached specifications.

Bids shall include a buy-back guarantee as noted on the bid form.

Bid form must be submitted as bid and "exceptions to specifications" listed in space provided or attached to the bid form.

For further information contact: Tom Eatherton, P. O. Box 730, Gilmer, Texas 75644, or phone 214-843-3083.

1. Purchase of one (1) motor grader	$ 100,669.00
1st year buyback or 1200 hours	$ 87,785.00
2nd year buyback or 2400 hours	$ 84,743.00
3rd year buyback or 3600 hours	$ 81,700.00
4th year buyback or 4800 hours	$ 75,616.00
5th year buyback or 6000 hours	$ 71,053.00

VOL 35 PG 342

BID FORM

1. **One or more new Motor Graders as per stated specifications.** $ 100,669

2. **Bidder shall warrant the equipment for** 6 **months from date of delivery.**

3. **Bidder shall state in the space provided what is covered by warranty; example--parts, labor, service, etc.**

4. The bidder shall state below the repurchase guarantee he will offer for the above new machine at the end of each of the specified intervals of use. Such intervals include years or service meter hours of use and the guaranteed repurchase amount if deemed to mean for whichever shall occur first. It is understood that repurchase guarantees shall be for the machine with only normal wear and in operating conditions. Any repairs necessary because of accident, misuse, or neglect shall be performed at the expense of Upshur County before the machine is presented for repurchase. It is further understood that Upshur County has the right to sell, lease, loan, trade or otherwise dispose of the equipment at its discretion. Such action shall make this repurchase agreement null and void on any machine so disposed of.

Repurchase price after 1 year or 1200 hours	$ 87,785.00
Repurchase price after 2 years or 2400 hours	$ 84,743.00
Repurchase price after 3 years or 3600 hours	$ 81,700.00
Repurchase price after 4 years or 4800 hours	$ 75,616.00
Repurchase price after 5 years or 6000 hours	$ 71,053.00

5. Bidder should also include in the space provided the following items:

   A. Approximate dollar valve of parts inventory at Bidder's nearest facility. $ 2,400,000

   B. Where the nearest manufacturer's regional parts depot is located. Dallas, Texas

   C. Does the Bidder inventory exchange engine and transmission for model bid? Yes

VOL 25 PG 343

6. Authorized Bidder's signature Mike Andrew

Representing Darr Equipment Company

Address P.O. Box 540788 Dallas, Texas 75354-0788

Telephone Number 214-721-2825

WARRANTY COVERAGE: 6 months standard warranty. If extended warranty desired add $2099.00 to purchase prices. See attached warranties for terms and conditions.

VOL 35 PG 344

AFFIDAVIT TO
UPSHUR COUNTY

The undersigned, hereby certifies that this Company, Corporation, Firm, Partnership, or Individual has not prepared this bid in collusion with any other seller, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other seller or to any other person or persons engaged in this type of business prior to the official opening of this bid, and further, that the Manager, Secretary of other Agent or Officer signing this bid is not and has not been for the past six (6) months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon. This affidavit is signed in compliance with Article 2367 Civil Statutes of the State of Texas.

NAME OF BIDDER: Darr Equipment Co.

SIGNED BY: _____ Asst Gen Sales Manager
(sign name in writing) (Title)

ADDRESS: P.O. Box 540788 Dallas, Texas 75354

TELEPHONE NUMBER: 214-721-2825 DATE: 4/3/90

AFFIDAVIT

STATE OF TEXAS
COUNTY OF

Before me the undersigned authority on this the 3 day of April, 1990, personally appeared Mike Andrews who being duly sworn deposes and says that he signed the above instrument for the purposes and considerations herein expressed.

(SEAL) Camille Curry
Notary Public in and for Dallas County, Texas
My commission expires 11-4-91

NOTE: Bids not notarized will not be considered.

CAMILLE CURRY
Notary Public, State of Texas
My Commission Expires 11-04-1991

VOL 35 PG 345

HOLMAN BENNETT PHILLIPS
EQUIPMENT COMPANY, INC.
LONGVIEW TYLER

April 9, 1990

Upshur County
Courthouse
Gilmer, Texas 75644

Gentlemen:

With regard to your invitation to bid for a 135 H.P. Motor Grader:

We respectfully submit a "NO BID".

Thank you.

Sincerely,

HOLMAN-BENNETT-PHILLIPS EQUIPMENT COMPANY, INC.

Paul W. Bennett

Paul W. Bennett
Branch Manager - Longview

:PWB

P.O. BOX 6295 TYLER, TEXAS 75711 (214) 593-0201 FAX # (214) 593-3007

VOL 35 PG 346

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

Invitation To Bid
(not an order)

COUNTY AUDITOR 214-843-3083

ON: Purchase of one (1) new Motor Grader

BID OPENING DATE: April 9, 1990

TIME: 9:00 am - Commissioners' Court

PLACE: Upshur County Courthouse, Gilmer, Texas

Sealed Bids Will Be Received Until 9:00 am, April 9, 1990 On Items Listed Below or Attached. (Any attached specifications are made a part of this bid.)

ITEM	QUANTITY	DESCRIPTION AND/OR SPECIFICATIONS
1.	1	Purchase of a 135 h.p. class grader as per attached specifications.

Bids shall include a buy-back guarantee as noted on the bid form.

Bid form must be submitted as bid and "exceptions to specifications" listed in space provided or attached to the bid form.

For further information contact: Tom Eatherton, P. O. Box 730, Gilmer, Texas 75644, or phone 214-843-3083.

1. Purchase of one (1) motor grader $ SEE ATTACHED BID FORM

1st year buyback or 1200 hours $ FOR PRICES

2nd year buyback or 2400 hours $ _____

3rd year buyback or 3600 hours $ _____

4th year buyback or 4800 hours $ _____

5th year buyback or 6000 hours $ _____

VOL 35 PG 347

BID FORM

1. One or more new Motor Graders as per stated specifications.
$ 99,079.00

2. Bidder shall warrant the equipment for 24 months from date of delivery.

3. Bidder shall state in the space provided what is covered by warranty; example--parts, labor, service, etc.

4. The bidder shall state below the repurchase guarantee he will offer for the above new machine at the end of each of the specified intervals of use. Such intervals include years or service meter hours of use and the guaranteed repurchase amount if deemed to mean for whichever shall occur first. It is understood that repurchase guarantees shall be for the machine with only normal wear and in operating conditions. Any repairs necessary because of accident, misuse, or neglect shall be performed at the expense of Upshur County before the machine is presented for repurchase. It is further understood that Upshur County has the right to sell, lease, loan, trade or otherwise dispose of the equipment at its discretion. Such action shall make this repurchase agreement null and void on any machine so disposed of.

Repurchase price after 1 year or 1200 hours $ 94,500.00

Repurchase price after 2 years or 2400 hours $ 91,000.00

Repurchase price after 3 years or 3600 hours $ 87,750.00

Repurchase price after 4 years or 4800 hours $ 84,750.00

Repurchase price after 5 years or 6000 hours $ 82,500.00

5. Bidder should also include in the space provided the following items:

A. Approximate dollar valve of parts inventory at Bidder's nearest facility. $ 150,000.00

B. Where the nearest manufacturer's regional parts depot is located. Dallas, Texas

C. Does the Bidder inventory exchange engine and transmission for model bid? Yes

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6. Authorized Bidder's signature Jay Nalley

Representing East Texas Machinery, Inc.

Address P.O. Box 7389, Longview, TX 75607

Telephone Number 214-758-3326

WARRANTY COVERAGE: 2 Years; First 6 Months entire machine including service calls, remaining 18 Months, Power Train only excluding field mileage.

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AFFIDAVIT TO
UPSHUR COUNTY

The undersigned, hereby certifies that this Company, Corporation, Firm, Partnership, or Individual has not prepared this bid in collusion with any other seller, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other seller or to any other person or persons engaged in this type of business prior to the official opening of this bid, and further, that the Manager, Secretary of other Agent or Officer signing this bid is not and has not been for the past six (6) months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon. This affidavit is signed in compliance with Article 2367 Civil Statutes of the State of Texas.

NAME OF BIDDER: East Texas Machinery, Inc.

SIGNED BY: May Nation
(sign name in writing) (Title)

ADDRESS: P.O. Box 7389, Longview, TX 75607

TELEPHONE NUMBER: 214-758-3326 DATE: 4/5/90

AFFIDAVIT

STATE OF TEXAS
COUNTY OF

Before me the undersigned authority on this the 5th day of APRIL, 1990, personally appeared May Nation who being duly sworn deposes and says that he signed the above instrument for the purposes and considerations herein expressed.

(SEAL) Teresa J. Sanders
Notary Public in and for Gregg County, Texas
My commission expires 10/23/93

NOTE: Bids not notarized will not be considered.

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Bid on 1987 Cat 12G Motor Grader

$77,150 to be paid in 5 days after acceptance of bid.

Glenn Leach
Rt 2 Box 84E-2
Winnsboro, Tx 75494
214-725-6090

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AGREEMENT

Article 103.003, Miscellaneous Provisions, Texas Code of Criminal Procedure authorizes certain County Officials to collect court assessed fees. Historically, the Probation Department has colected monies for the County Officials without any specific authority to do so.

This Agreement to collect court assessed fees is between the Community Corrections and Supervision Department, acting by and through Jo Ann Stocks, Director of said Department; the District Clerk of Upshur County, Horace Ray; and the County Clerk of Upshur County, Rex A. Shaw.

It is therefore agreed that the Community Corrections and Supervision Department serving Upshur County will collect court assessed fees for the District and County Clerks serving Upshur County, and will keep sufficient and accurate records of fees collected.

This Agreement becomes effective this the 9th day of April, 1990, and shall continue in effect until written notice is made by either the District Clerk or County Clerk serving Upshur County, Texas.

APPROVED:

Gaddis Lindsey, Commissioner
Precinct 1

Horace Ray, District Clerk
Upshur County, Texas

Bill Loggins, Commissioner
Precinct 2

Rex A. Shaw, County Clerk
Upshur County, Texas

David Loyd, Commissioner
Precinct 3

Jo Ann Stocks, Director
Community Corrections and
Supervision Department

Tommy Eatherton, Commissioner
Precinct 4

UPSHUR COUNTY — ACCOUNTS PAYABLE SYSTEM — 09 APR 1990

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC — Disbursements Made from 04/01/90 thru 04/09/90 — PAGE 1

Check #	Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
39832-AP	04/02/90	GUS L WILSON	$6 00	$6 00	D CT-GRAND JURY SERVICE 03/29/90
39833-AP	04/02/90	TOM K DUFFEY	$6. 00	$6. 00	D. CT-GRAND JURY SERVICE 03/29/90
39834-AP	04/02/90	RICHARD HESS	$6. 00	$6 00	D CT-GRAND JURY SERVICE 03/29/90
39835-AP	04/02/90	HENRY PAUL BROWN	$6 00	$6 00	D. CT-GRAND JURY SERVICE 03/29/90
39836-AP	04/02/90	ROY ELLEDGE	$6. 00	$6 00	D. CT-GRAND JURY SERVICE 03/29/90
39837-AP	04/02/90	GLENN HAWKINS	$6 00	$6 00	D CT-GRAND JURY SERVICE 03/29/90
39838-AP	04/02/90	BRUCE DEDMAN	$6 00	$6 00	D CT-GRAND JURY SERVICE 03/29/90
39839-AP	04/02/90	BARBARA PHILLIPS	$6. 00	$6 00	D. CT-GRAND JURY SERVICE 03/29/90
39840-AP	04/02/90	HAROLD SHERIDAN	$6. 00	$6. 00	D CT-GRAND JURY SERVICE 03/29/90
39841-AP	04/02/90	SANDY DEAN	$6. 00	$6 00	D CT-GRAND JURY SERVICE 03/29/90
39842-AP	04/02/90	BARBARA W HINSON	$6. 00	$6. 00	D CT-GRAND JURY SERVICE 03/29/90
39843-AP	04/02/90	AUDREY WRIGHT	$6. 00	$6. 00	CO CT-ONE DAY JURY SERVICE 03/27/90
39844-AP	04/02/90	ALMA GODWIN WILLINGHAM	$6 00	$6 00	CO CT-ONE DAY JURY SERVICE 03/27/90
39845-AP	04/02/90	ROBERT DAVIS	$6 00	$6. 00	CO. CT-ONE DAY JURY SERVICE 03/27/90
39846-AP	04/02/90	JANIE ROCHELLE DUPONT	$6. 00	$6 00	CO. CT-ONE DAY JURY SERVICE 03/27/90
39847-AP	04/02/90	JOE ALAN LOUVIER	$6 00	$6 00	CO CT-ONE DAY JURY SERVICE 03/27/90
39848-AP	04/02/90	WILLIAM PUGH RIEMEN	$6 00	$6 00	CO. CT-ONE DAY JURY SERVICE 03/27/90
39849-AP	04/02/90	CLYDE VERNON DONALD	$6. 00	$6 00	CO. CT-ONE DAY JURY SERVICE 03/27/90
39850-AP	04/02/90	ALLEN G SMITH, JR	$6 00	$6 00	CO CT-ONE DAY JURY SERVICE 03/27/90
39851-AP	04/02/90	DAVID KENT PENNEY	$6 00	$6. 00	CO. CT-ONE DAY JURY SERVICE 03/27/90
39852-AP	04/02/90	ANGELINE GRACEE FLOWERS	$6. 00	$6 00	CO CT-ONE DAY JURY SERVICE 03/27/90
39853-AP	04/02/90	LARRY TODD SNOW	$6 00	$6 00	CO. CT-ONE DAY JURY SERVICE 03/27/90
39854-AP	04/02/90	WYNN LELAND SKELTON	$6. 00	$6 00	CO. CT-ONE DAY JURY SERVICE 03/27/90
39855-AP	04/02/90	SANDRA DAVIDSON	$6 00	$6 00	CO CT-ONE DAY JURY SERVICE 03/27/90
39856-AP	04/02/90	RAYMOND L WRIGHT	$6 00	$6 00	CO CT-ONE DAY JURY SERVICE 03/27/90

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UPSHUR COUNTY — ACCOUNTS PAYABLE SYSTEM — 06 APR 19

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC. — Disbursements Made from 04/01/90 thru 04/09/90 — PAGE 2

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Check #	Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
39857-AP	04/02/90	PATSY LAMBERT	$6 00	$6 00	CO CT-ONE DAY JURY SERVICE 03/27/90
39858-AP	04/02/90	LORI IRENE FREECE	$6 00	$6 00	CO CT-ONE DAY JURY SERVICE 03/27/90
39859-AP	04/02/90	JAMES COBBINS	$6 00	$6 00	CO CT-ONE DAY JURY SERVICE 03/27/90
39860-AP	04/02/90	GREGORY EUGENE DAVIDSON	$6 00	$6 00	CO CT-ONE DAY JURY SERVICE 03/27/90
39861-AP	04/02/90	JESSIE BOSHEAR	$6 00	$6 00	CO CT-CAUSE#19309/ONE DAY JURY SERVICE
39862-AP	04/02/90	CORBITT ALLEN PUCKETT	$12 00	$12 00	CO CT-CAUSE#19309/TWO DAYS JURY SERVICE
39863-AP	04/02/90	SANDEE TERESA GIPSON	$12 00	$12 00	CO CT-CAUSE#19309/TWO DAYS JURY SERVICE
39864-AP	04/02/90	ALTON WAYNE BELT	$12.00	$12 00	CO CT-CAUSE#19309/TWO DAYS JURY SERVICE
39865-AP	04/02/90	ROY N DICKS	$12 00	$12 00	CO CT-CAUSE#19309/TWO DAYS JURY SERVICE
39866-AP	04/02/90	JEAN PRIEST	$12 00	$12 00	CO CT-CAUSE#19309/TWO DAYS JURY SERVICE
39867-AP	04/02/90	TAC UNEMPLOYMENT FUND	$2,724 27	$2,724 27	UNIT#230-1ST QUARTER PREMIUM/QTR ENDING 03/31/90
39870-AP	04/09/90	A & E MILL AND WELDING SUPPLY	$89 50	$16 50	PCT#1-(2)ACEM(3)OX275/RENTAL
				$13 20	PCT#4-(2)ACEM(2)OX122/RENTAL
				$23 10	PCT#2-(1)ACEL(2)ACEM(4)OX275/RENATL
				$26 20	PCT#1-REPAIR PARTS&LABOR/TORCH
				$10 50	PCT#1-(1)bx SOAP STONE
39871-AP	04/09/90	ABC AUTO PARTS	$42 51	$42 51	PCT#3-(1)23x29 SAFETY SHEET TIRE, DORMAN
39872-AP	04/09/90	ALLISON & ASSOCIATES	$60 75	$60 75	NON DEPT-REDISTRICTING 2/12/90&3/1/90 EXPENSES
39873-AP	04/09/90	AMERICAN FAMILY LIFE	$86 72	$86 72	ACCT#OXP38/MARCH'90 PAYROLL DEDUCTIONS
39874-AP	04/09/90	APACHE RENT-ALL	$28 32	$28 32	CO JAIL-GAS&3qts OIL/GREEN TRUCK
39875-AP	04/09/90	ARATEX/IND UNIFORM & TOWEL	$1,112 74	$56 75	PCT#2-CUST#5935001/UNIFORM SERVICES
				$50 75	PCT#4-CUST#552-0956976/UNIFORM SERVICES
				$56 75	PCT#3-CUST#5963001/UNIFORM SERVICES
				$56 75	PCT#2-CUST#5935001/UNIFORM SERVICES
				$77 74	PCT#4-CUST#6058001/UNIFORM SERVICES
				$56 75	PCT#3-CUST#5963001/UNIFORM SERVICES
				$56 75	PCT#2-CUST#5935001/UNIFORM SERVICES
				$50 75	PCT#4-CUST#6058001/UNIFORM SERVICES
				$110 75	PCT#1-CUST#5945001/UNIFORM SERVICES
				$56 75	PCT#3-CUST#5963001/UNIFORM SERVICES
				$56 75	PCT#2-CUST#5935001/UNIFORM SERVICES
				$59 00	PCT#4-CUST#6058001/UNIFORM SERVICES
				$56 75	PCT#1-CUST#552-0974476/UNIFORM SERVICES
				$56 75	PCT#3-CUST#5963001/UNIFORM SERVICES

UPSHUR COUNTY — ACCOUNTS PAYABLE SYSTEM — 09 APR 1990
Approved Disbursements
ALL Checking Accounts
THE SOFTWARE GROUP, INC — Disbursements Made from 04/01/90 thru 04/09/90 — PAGE 3

Check #	Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
				$56 75	PCT#2-CUST#5935001/UNIFORM SERVICES
				$50 75	PCT#4-CUST#6058001/UNIFORM SERVICES
				$88. 75	PCT#1-CUST#5945001/UNIFORM SERVICES
				$56 75	PCT#3-CUST#5963001/UNIFORM SERVICES
39876-AP	04/09/90	ARKLA GAS	$87. 12	$67. 47	ROCK BLDG-ACCT#2020712292016/MARCH 27'90 BILLING
				$19. 65	PORTER BLDG-ACCT#2020712030010/MARCH'90 BILLING
39877-AP	04/09/90	ARNOLD'S PIPE & SALVAGE	$143. 40	$143. 40	PCT#3-(3)pcs 4"x30'(4)4"x30'PIPE
39878-AP	04/09/90	AT & T INFORMATION SYSTEMS	$10. 95	$10 95	A PROB-ACCT#00155805831/MARCH 16'90 BILLIN.
39879-AP	04/09/90	BANCROFT-WHITNEY CO	$36. 75	$36 75	LAW LIB-U S SUPREME COURT REPORTS 2D VOL98
39880-AP	04/09/90	BARBARA HOLLOWAY	$140 18	$140 18	CO TAX-REIMBURSE/MEALS&MILEAGE(#130TAX COURSE@LINDEN)
39881-AP	04/09/90	BARFIELD ENTERPRISES	$97. 44	$97. 44	PCT#3-(16 24)TONS SLAG@$6 00/ton
39882-AP	04/09/90	BASS AUTOPLEX	$20. 90	$20. 90	PCT#1-(5)LENS
39883-AP	04/09/90	BENNETT EQUIPMENT COMPANY	$3, 547 75	$3, 532 89	PCT#1-CASE 680E BACKHOE/PARTS, LABOR S#9128048
				$14 86	PCT#1-(1)CASE SWITCH
39884-AP	04/09/90	BOB BARKER CO , INC	$183 50	$183 50	CO JAIL-(108)dz LEXAN TEASPOON, FRGT
39885-AP	04/09/90	BOGEL SALES INC	$335. 10	$335. 10	CO JAIL-(3)1001b STARBRITE SOAP, BLEACH, TOWELS, DISINFECT
39886-AP	04/09/90	BRANCH LABORATORY, INC	$15. 06	$15. 06	IND-RUSSELL REECE/LAB 3/19/90
39887-AP	04/09/90	BUSINESS RECORDS CORPORATION	$3, 239 33	$3, 239. 33	CO CLK-CUST#47065541/INDEXING&MICRO-FILM
39888-AP	04/09/90	CALAME, LINEBARGER&GRAHAM	$6, 473. 04	$6, 473 04	CO TAX-JAN'90 DELINQUENT TAX COLLECTED
39889-AP	04/09/90	CAMP CO SHERIFF'S OFFICE	$40. 00	$40 00	D A-CAUSE#137-90/DARLENE MESSER(CITATION SERVICE.
39890-AP	04/09/90	CHARLES R WILLIAMS, M D.	$44. 00	$44. 00	CO JAIL-WINTON EDDIE/OFFICE VISIT 3/5/90
39891-AP	04/09/90	CHARLES WHITE	$600 00	$600. 00	PCT#3-(150)LOADS GRAVEL@$4 00ea
39892-AP	04/09/90	CLARKE & COURTS, INC	$282. 64	$248 90	CO CLK-(300)CRIM ENV CS(100)PROBATE WILL, GAURDSHIP, FINANCE
				$33. 74	JP#1-(100)AFF&BOND IN SEQUES, FRGT
39893-AP	04/09/90	CLIFF'S FOOD MARKET	$337 55	$24 94	PCT#1-(6)Pr GLOVES(3@3 99&1@4 99ea)
				$69. 02	PCT#1-(68 2)gals DIESEL
				$55 65	PCT#1-(7)SHOVELS@$7 95ea
				$7. 11	PCT#1-CHAIN SAW OIL
				$6. 55	PCT#1-PLUMBING SUPPLIES

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Check #	Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
				$8.95	PCT#1-(5)pr GLOVES@$1.79ea
				$75.00	PCT#1-(72.4)gals DIESEL
				$90.33	PCT#1-(66.9)gals DIESEL, SLEDGE HAMMER, 5pr GLOVES
39894-AP	04/09/90	CO JUDGE&COMMISSIONER ASSOC	$200.00	$200.00	COMM CT-CO JUDGE&COMMISSIONERS ASSOC DUES('90)
39895-AP	04/09/90	COMPU / TYPE	$114.95	$55.00	CO AUD-(1)SET PROPERTY XC GUIDES
				$59.95	CO AUD-(1)TILT SWIVEL STAND FOR 8512
39896-AP	04/09/90	CONROY FORD TRACTOR, INC.	$408.41	$398.69	PCT#2-PLATE, CLUTCH, BEARINGS/TRACTOR
				$9.72	PCT#2-FUEL LINE, HOSE, CLAMP
39897-AP	04/09/90	CYNTHIA SHATTLES	$135.36	$135.36	CO EXT-REIMBURSE/564mi@ 24ea 3'90 TRAVEL
39898-AP	04/09/90	DARR EQUIPMENT COMPANY	$1,848.30	$1,848.30	12G/MOTOR GRADER S#61M11929/APRIL'90
39899-AP	04/09/90	DAVID B GRIFFITH	$175.00	$175.00	D CT-CAUSE#9723/RICHARD NEAL WATTS
39900-AP	04/09/90	DAVID LOYD	$43.68	$43.68	PCT#3-REIMBURSE/182mi (TRUCKS@PARIS, TX PICKED UP)
39901-AP	04/09/90	DAVIDSON MOTOR COMPANY	$162.50	$30.00	PCT#3-(2)WHEELS
				$132.50	PCT#1-(1)CHEV DOOR&GASKET
39902-AP	04/09/90	DAVIS COFFEE COMPANY	$59.00	$59.00	CO JAIL-(1)28/8.75lbs. COFFEE
39903-AP	04/09/90	DEALERS TRUCK	$30.08	$30.08	PCT#1-(2)PADDLE LATCHES
39904-AP	04/09/90	DIXIE NATIONAL LIFE	$269.35	$269.35	ACCT#4269/MARCH'90 PAYROLL DEDUCTIONS
39905-AP	04/09/90	DONNA WHITAKER	$27.50	$27.50	CO TAX-REIMBURSE/MEALS(TAX COURSE#130@LINDEN,
39906-AP	04/09/90	DOUBLETREE HOTEL AUSTIN	$236.30	$236.30	JUV PROB-ACCT#CL 714/ROOM, MEALS R MITCHELL
39907-AP	04/09/90	EAST TEXAS MACHINERY, INC	$77.73	$77.73	PCT#3-EXHAUST, SEAL, KEY, NUT, CUP, BRG.
39908-AP	04/09/90	EAST TEXAS RADIOLOGY CONSULT	$304.00	$304.00	IND-KAREN BAILEY/OFFICE VISIT 3/13/90
39909-AP	04/09/90	EAST TEXAS TRUCK	$492.86	$492.86	PCT#1-REPAIR PARTS&FRGT/LOWBOY TRAILER
39910-AP	04/09/90	ECONOMY AUTO SUPPLY, INC	$220.57	$9.72	PCT#3-(4)FLASHERS
				$52.83	PCT#3-AIR HOSE, PIPE, BUSH, COUPLINGS
				$29.80	PCT#3-(1)FUEL PUMP
				$124.40	PCT#3-SET DISC BRK PADS, TRUN DRUMS LABOR
				$3.82	PCT#3-(2)WIPER REFILLS
39911-AP	04/09/90	EDNA F WELCH, CSR, RPR	$150.00	$150.00	D CT-CT REPORTING MAR 23'90(JUDGE LINE)VISITING JUDGE
39912-AP	04/09/90	ETEX TELEPHONE COOP, INC	$130.41	$33.11	PCT#1-#734-5609/APRIL'90 BILLING
				$37.58	PCT#2-#762-6266/APRIL'90 BILLING

UPSHUR COUNTY — ACCOUNTS PAYABLE SYSTEM — 09 APR 1990

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC — Disbursements Made from 04/01/90 thru 04/09/90 — PAGE 5

Check #	Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
				$25 51	PCT#4-#762-6731/APRIL'90 BILLING
				$34.21	PCT#3-#734-5822/APRIL 1'90 BILLING
39913-AP	04/09/90	EVERETT DEAN	$14 68	$14 68	JUV PROB-REIMBURSE/MEAL&MILEAGE(BD MEETING)
39914-AP	04/09/90	EXXON COMPANY U.S A	$195.28	$195 28	CO S-ACCT#1828093870-03/MARCH 14'90 BILL
39915-AP	04/09/90	GENERAL TELEPHONE COMPANY	$357.90	$32 00	CO TAX-#1FD-2004/MARCH 28'90 BILLING
				$72.73	CO LIB-#843-5001/MARCH 28'90 BILLING
				$110.28	A PROB-#843-3006/MARCH 28'90 BILLING
				$31.18	CO.S-#843-5398/MARCH 28'90 BILLING
				$30.23	EMG MG-#843-2328/APRIL 4'90 BILLING
				$81 48	JP#1-#843-5023/APRIL4'90 BILLING
39916-AP	04/09/90	GEORGE P BANE, INC	$1,355.95	$30.80	PCT#2-(1)LIFT CABLE/DITCHING MACHINE
				$479 88	PCT#3-(4)PIN(1)BRK BAND,MUFFLER
				$329.46	PCT#3-(2)BAND ASY&BRAKE BAND/6G LOADER
				$1,159 95	PCT#3-(2)BAND ASY(1)BRAKE BAND,FRGT/LOADER
				$205.40	PCT#3-(2)NOZZLE ASY/LABOR
				$849.54CR	PCT#3-BRK BAN,MUFFLER,BRK ASSY RETURNED
39917-AP	04/09/90	GERALD JOHNSON	$17 28	$17 28	WASTE-REIMBURSE/72mi(MINEOLA SOLID WASTE MEETING)
39918-AP	04/09/90	GILMER AUTO SUPPLY, INC	$55.90	$10.60	PCT#3-(2)PM TRAILER LIGHTS
				$7.50	PCT#3-(1)SOLENOID/STARTER PART
				$8.50	PCT#3-(1)LAVA SOAP(3)LIG WRENCH
				$29.30	PCT#3-BRK PADS,1qt PRIMER,THINNER
39919-AP	04/09/90	GILMER DRUG COMPANY	$28 72	$28.72	CO JAIL-LARRY McBRIDE/PRESCRIPTION#88284
39920-AP	04/09/90	GILMER LUMBER COMPANY INC	$169 44	$22 50	PCT#4-(1)CTN #16 NAILS
				$2.25	CO BLDG-(5)lbs #16 NAILS
				$134.40	PCT#3-(10)4x8 3/4" CD PINE
				$10.29	CO BLDG-(1)GLASS,SILICONE SEALANT,WINDOW BEAD
39921-AP	04/09/90	GILMER NATIONAL BANK	$500,000.00	$500,000.00	CD#5376 PURCHASED@9 21% MATURE 6/25/90
39922-AP	04/09/90	GLO, INC.	$47.40	$47.40	PCT#1-(6)bxs.#2 SHOP TOWELS
39923-AP	04/09/90	GREGG COUNTY CLERK'S OFFICE	$452 00	$226 00	CO CT-CASE#90-028-M/ELWOOD RIDLON
				$226 00	CO CT-CASE#90-020-M/SARAH HENDRICKS
39924-AP	04/09/90	GULF COAST TRADES CENTER	$1,120 00	$1,120 00	JUV PROB-BJC/RESIDENT SERVICES 2/1-28'90
39925-AP	04/09/90	H & D TIRE & AUTOMOTIVE	$1,167.88	$78 42	PCT#3-(2)5gal HYD OIL(24)Q STATE&DELCO OIL
				$89.16	PCT#1-LIGHT,LENS,WIRE,DRILL BITS
				$72 40	PCT#1-CLAMPS,FLEX HOSE,HEATER HOSE,SHOCK
				$54.00	PCT#1-(60)TUBES GREASE@ 90ea
				$28 42	PCT#1-(2)FIRE EXT
				$8 95	CO JAIL-(5)AA BATTERIES

VOID 35PO3852

Check #..	Date . .	Vendor	Check Amount	Invoice Amts	Invoice Descriptions. ....
				$3 86	PCT#4-(3)1"X20'PIPE,(1)GLUE(1)PVC-40 COUPLING SxS
				$13 00	PCT#2-(4)FORD OIL FILTERS @$3 25ea
				$63 60	PCT#2-(2)5gal HYD OIL(4)STOP-LEAK,NEEDLE NOSE PLIERS
				$8 22	PCT#3-(2)WIX FILTERS@$4 11ea
				$15 45	PCT#1-(1)4MIL 20x25 PLASTIC,BLK&GALV NIPPLE
				$69 38	PCT#2-(4)SEALS(2)BEARINGS/DITCHING MACH
				$412 11	PCT#1-(2)TIRES,TUBES&CORES,SHOCKS,HYD HOSE&FITTINGS,TOOL
				$28 94	PCT#1-(1)BULBN,FILE,TOOL
				$32 30	PCT#3-(1)50'ORANGE EXT CORD(3)GRINDER WHLS
				$38 36	PCT#2-(1)STARTER
				$43 52	PCT#2-(4)HYD LIFTERS,GASKET,WD-40,MYST OIL
				$34 54	PCT#4-(12)GLOVES(2)TOWELS
				$16 14	PCT#2-(7)QUAKER OIL,ENG TUNE-UP,FILTER
				$6 88	PCT#3-(1)gal PAINT THINNER,SCREWS
				$53.11	PCT#2-(1)207-438 TIRE
				$2 88CR	PCT#1-(1)CORE RETURNED
39926-AP	04/09/90	HARTOGRAPHICS, INC.	$560 47	$560 47	ELECTIONS-(20)SCAN-ELECT FORMS(1000)SCAN PENCILS
39927-AP	04/09/90	HERBERT L YOUNG	$7,373 59	$74 45	PCT#3-(65)gals DIESEL@ 75ea(2)QTR 30@12 85ea
				$38 74	PCT#4-(2)5gal 85w 140 OIL
				$1,734 45	PCT#3-(1865)gals REG GAS@ 93ea
				$49 50	PCT#3-(66)gals DIESEL@ 75ea
				$1,892 35	PCT#4-(1865)gals GAS@ 89(310)gals DIESEL@ 75ea
				$60 75	PCT#3-(81)gals.DIESEL@ 75ea
				$12 12	PCT#1-(12)gals PREM GAS@$1 01ea
				$1,073 55	PCT#2-(945)gals GAS@ 89ea(310)gals DIESEL@ 75ea
				$37 26	PCT#1-(2)TRACTOR HYD
				$21 11	PCT#4-(1)DELCO 400-30 OIL
				$111 87	PCT#3-(113)gals PREM GAS@ 99ea
				$56 25	PCT#3-(75)gals.DIESEL@ 75ea
				$14 14	PCT#1-(14)gals PREM GAS@$1 01ea
				$2,197.05	CO S-(2265)gals PREM GAS@ 97ea
39928-AP	04/09/90	HIBBS HALLMARK & COMPANY	$434 00	$434 00	CO S-ACCT#UPSC50-5 BJ C(A)#44542'90FORD ADDED
39929-AP	04/09/90	HOGG'S PHARMACY	$239 75	$29 00	IND-RUSSELL REECE/PRESCRIPTION#431665
				$12 00	IND-RUSSELL REECE/PRESCRIPTION#431666
				$19 52	IND-RUSSELL REECE/PRESCRIPTION#437667
				$19 52	IND-RUSSELL REECE/PRESCRIPTION#431668
				$6 30	IND-ROBERT DAVIS/PPESCRIPTION#431719
				$39 49	IND-ROBERT DAVIS/PRESCRIPTION#431720
				$21 95	IND-ROBERT DAVIS/PRESCRIPTION#431721
				$29 70	IND-RUSSELL REECE/PRESCRIPTION#431799
				$40 79	IND-RUSSELL REECE/PRESCRIPTION#431800
				$16 38	IND-JAMES CAMPBELL/PRESCRIPTION#431832
				$5 10	IND-JAMES CAMPBELL/PRESCRIPTION#431833

UPSHUR COUNTY — ACCOUNTS PAYABLE SYSTEM — 09 APR 1990

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC — Disbursements Made from 04/01/90 thru 04/09/90 — PAGE 7

Check #	Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
39930-AP	04/09/90	HOLMES CONCRETE PIPE	$316.20	$316.20	PCT#3-(17)18"x36"LONG TILE@18.60ea
39931-AP	04/09/90	HON. HERBERT LINE	$41.40	$41.40	D CT-VISITING JUDGE EXPENSES 3/23/90
39932-AP	04/09/90	IBM	$1,705.94	$1,705.94	INV#E822233/MAR&APRIL'90 IBM COMPUTER EQUIP
39933-AP	04/09/90	IBM CORP	$305.85	$305.85	A PROB-MAINT AGREEMENT 3/90-3/91 ACCT#7460004-00
39934-AP	04/09/90	INDUSTRIAL STEEL	$256.16	$115.23	PCT#3-(1)1/4"x6"FALT 20'&5"x2" 1/4"WALL 20'
				$140.93	PCT#3-(6)ANGLE IRON(2)SHEET
39935-AP	04/09/90	INFORMATION GUIDE ON COUNTY GO	$60.00	$60.00	COMM. CT-'90 SUBSCRIPTION/INFOR CO GOVERNMENT
39936-AP	04/09/90	IRVIN TIRE COMPANY	$595.70	$191.28	CO. S-UNIT#207 (4)EAGLE GT TIRES
				$47.00	CO S-#207/VALVE STEMS, WHL BAL, MT&DISMT
				$191.28	CO. S-UNIT#7 (4)EAGLE GT TIRES
				$47.00	CO. S-UNIT#217/VALVE STEMS, WHL BAL, MT&DISMT
				$95.64	CO. S-UNIT#8 (2)EAGLE GT TIRES
				$23.50	CO S-UNIT#8/VALVE STEMS, WHL. BAL&MT&DISMT
39937-AP	04/09/90	J R S S	$71.88	$71.88	PCT#1-(39.3)gals GAS(23)gals DIESEL
39938-AP	04/09/90	JACK P KIRBY, M.D	$551.30	$36.79	IND-JACK SETTLES/OFFICE VISIT&LAB
				$75.90	IND-KAREN BAILEY/OFFICE VISIT&LAB
				$22.00	IND-KAREN BAILEY/OFFICE VISIT
				$213.46	IND-KAREN BAILEY/OFFICE VISIT&LAB
				$88.15	IND-RUSSELL REECE/OFFICE VISIT&LAB
				$37.00	IND-JACK SETTLES/OFFICE VISIT
				$50.00	IND-RUSSELL REECE/OFFICE VISIT
				$28.00	IND-JAMES CAMPBELL/OFFICE VISIT
39939-AP	04/09/90	JERRY NICKERSON	$403.16	$398.16	CO. EXT-REIMBURSE/1659mi@.24ea 3'90 TRAVEL
				$5.00	CO EXT-REIMBURSE/REPAIR OF OFFICE SPEAKER
39940-AP	04/09/90	K&S KWIK STOP	$1.00	$1.00	PCT#3-MARCH'90 ICE BILLING
39941-AP	04/09/90	KIRBY RESTAURANT SUPPLY	$233.85	$233.85	CO JAIL-(1)5gal DETERGENT, GREASE CUTTER, DISH LIQ
39942-AP	04/09/90	LANIER BUSINESS PRODUCTS, INC	$138.14	$118.19	CO JAIL-LEASE#0703918/RECORDER 3/31/90
				$19.95	CO JAIL-LEASE#0704332/MARCH 31'90 BILL
39943-AP	04/09/90	LIVENGOOD & MARTIN, ATTY	$225.00	$50.00	CO CT-CASUE#4159/JOHNNY RAY CHILDRESS
				$175.00	D CLK-CAUSE#10086/PHILLIP LEE REDWINE
39944-AP	04/09/90	LONG MOTOR COMPANY, INC.	$223.49	$40.43	PCT#3-(1)LIGHRT SWITCH&HORN PLATE
				$20.48	PCT#2-#15/BRAKE RELAY
				$49.32	PCT#2-#20/GASKET, SPRINGS, SHOES
				$43.96	PCT#2-#20/KIT, SPRINGS, PENS, LOCK, NUT, ADJ
				$52.00	PCT#1-#16/STARTER
				$17.30	PCT#2-#20/GASKETS, PUSH RODS

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Check #	Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
39945-AP	04/09/90	LONGVIEW ASPHALT INC.	$4,629 84	$426 24	PCT#3-(17 76)TONS OIL SAND@$24.ea
				$415 44	PCT#2-(17 31)TONS OIL SAND@$24 ea
				$719 28	PCT#4-(29 97)TONS OIL SAND@$24 ea
				$648 96	PCT#3-(27 04)TONS OIL SAND@$24 ea
				$385 20	PCT#4-(16 05)TONS OIL SAND@$24.ea
				$599 76	PCT#2-(24 99)TONS OIL SAND@$24 ea
				$359 76	PCT#1-(14 99)TONS OIL SAND$24 ea
				$680 88	PCT#3-(28 37)TONS OIL SAND@$24 ea
				$394 32	PCT#2-(16 43)TONS OIL SAND@$24 ea
39946-AP	04/09/90	LONGVIEW CANVAS PRODUCTS	$30 00	$30 00	CO BLDG-(2)FLAGS REPAIRED
39947-AP	04/09/90	LONGVIEW REGIONAL HOSPITAL	$363 15	$193 15	IND-KAREN BAILEY/HOSPITAL CARE 3/10/90
				$170 00	IND-KAREN BAILEY/X-RAY
39948-AP	04/09/90	MACMILLAN PUBLISHING CO.	$73 00	$73 00	CO LIB-ACCT#5536585100/BOOKS, FRGT
39949-AP	04/09/90	MED SHOP	$20 00	$20 00	CO JAIL-WHEELCHAIR RENTAL 2/29-3/19/90 W PITMAN
39950-AP	04/09/90	MED SHOP PHARMACY	$176 18	$18 19	IND-JACK SETTLES/PRESCRIPTION
				$33 79	JACK SETTLES/PRESCRIPTION
				$21 19	IND-STACY FOWLER/PRESCRIPTION
				$13 89	IND-KAREN BAILEY/PRESCRIPTION
				$12 04	IND-KAREN BAILEY/PRESCRIPTION
				$62 19	IND-JACK SETTLES/PRESCRIPTION
				$14 89	IND-JAMES CAMPBELL/PRESCRIPTION
39951-AP	04/09/90	MEDIA SOURCE	$231 50	$231 50	CO LIB-CUST#430032/28 BOOKS, FRGT
39952-AP	04/09/90	MEDICAL & PATHOLOGY LABORATORY	$1,165 00	$620 00	JP#1-PHILLIP M WEBB A-7-90/POSTMORTEM
				$545 00	PCT#5-WILLIAM K KENNEMUR/AUTOPSY 12/24/89
39953-AP	04/09/90	MID-CONTINENT LIFE INSURANCE C	$69 00	$69 00	ACT=06260 MARCH'90 PAYROLL DEDUCTIONS
39954-AP	04/09/90	McCOLLUM ELECTRONICS, INC	$1,105 80	$469 00	CO S-REGENCY 60watt RADIO/LABOR
				$569 00	CO S-(1)REGENCY 60watt RADIO/LABOR
				$67 80	CO S-CONTROL BOARD, LABOR
39955-AP	04/09/90	McMORRIS FORD INC	$11,704 00	$11,704 00	CO S-'90FORD CROWN VIC/S#2FACP72G3LX152605
39956-AP	04/09/90	NATIONAL FAMILY CARE	$292 00	$292 00	ID#3152/MARCH'90 PAYROLL DEDUCTIONS
39957-AP	04/09/90	NORMA TOMLIN	$176 72	$176 72	JUV PROB-REIMBURSE/532mi TRAVEL&MEALS
39958-AP	04/09/90	ODELL GAGE	$125 00	$125 00	PCT#3-(50)LOADS OIL SAND@$2 50ea
39959-AP	04/09/90	ORE CITY DISCOUNT AUTO PARTS	$104 89	$104 89	PCT#2-(1)cs DIESEL OIL, BATTERY, FILE, FILTER
39960-AP	04/09/90	P & P AND ASSOCIATES	$49 80	$49 80	A PROB-REPAIR PARTS, LABOR/S#0842432 TYPEWRITER

Check #	Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
39961-AP	04/09/90	PARKSIDE PUBLISHING CORP	$12.70	$12.70	JUV. PROB-(1)BOOK"GROWING THROUGH PAIN", FRGT
39962-AP	04/09/90	PATRICIA HARRISON	$320.00	$320.00	CO CT-CAUSE#19309/CT. REPORTING
39963-AP	04/09/90	PITNEY BOWES	$62.50	$36.00	CO. CLK-(2)METER TAPE&FRGT
				$26.50	D CLK-(2)METER INK&FRGT
39964-AP	04/09/90	PRITCHETT WATER SUPPLY CORP	$31.85	$21.40	CO S-ACCT#690/SEARCH TEAM 3/16/90 BILL
				$10.45	PCT#1-ACCT#1406/MARCH'90 WATER BILL
39965-AP	04/09/90	PROFESSIONAL TECHNICAL	$243.00	$69.00	CO S-(1)ANTENNA, BATTERY/S#502916 B SANDERS/PORT RADIO
				$130.00	PCT#1-RADIO INSTALLATION, TRAVEL TIME
				$44.00	CO S-(2)HAND HELD RADIO/REPAIRED
39966-AP	04/09/90	QUE CORPORATION	$84.26	$84.26	CO AUD-(4)1100 USING WORDPERFECT 5.1, FRGT
39967-AP	04/09/90	QUILL CORPORATION	$216.80	$216.80	COMPUTER-(10)600'&(10)1200'BLK WATCH TAPES
39968-AP	04/09/90	READING RESOURCES, INC.	$565.49	$565.49	CO LIB-CUST#909981/192 PAPERBACK BOOKS, FRGT
39969-AP	04/09/90	REGISTRAR, NATIONAL COLLEGE	$285.00	$285.00	D.A-REGIS/ROBERT NISBETT FOR ASSET FORFEITURE COURSE
39970-AP	04/09/90	RICKY TAFF HEATING	$203.69	$35.69	CO BLDG-(1)FUSE&LABOR/REWIRE MOTOR LEADS
				$168.00	CO BLDG-(1)FLOW SWITCH&LABOR
39971-AP	04/09/90	RICOH CORPORATION	$517.09	$517.09	INV#02505545 C CLK/#02505546 D CLK
39972-AP	04/09/90	ROADWAY OIL CO., INC	$2,390.82	$2,390.82	PCT#1-(121.67)bbls CRUDE OIL@$19.65ea TICKET#1149
39973-AP	04/09/90	ROCHE BIOMEDICAL LABORATORIES	$12.00	$12.00	JUV. PROB-VDRL LAB REPORTS/DEC 5'89
39974-AP	04/09/90	RONNIE MITCHELL	$154.44	$154.44	JUV PROB-REIMBURSE/556mi FEB&MAR'90 TRAVEL&MEALS
39975-AP	04/09/90	ROYER & SCHUTTS	$88.06	$88.06	D CLK-(3)bxs AVERY LABELS/FRGT
39976-AP	04/09/90	SABINE VALLEY REGIONAL MHMR CE	$19.59	$19.59	IND-JAMES CAMPBELL/OFFICE VISIT 4/2/90
39977-AP	04/09/90	SKINNER RADIATOR SHOP	$27.00	$8.50	PCT#4-TRUCK#412/INSPECTION STICKER
				$10.00	PCT#1-RADIATOR REPAIR
				$8.50	PCT#1-#104/INSPECTION STICKER
39978-AP	04/09/90	SOBEL	$30.85	$18.85	PCT#3-(1)LARGE&SMALL OXYGEN
				$12.00	PCT#3-(1)sm OXY&ACETY(1)lg OXY/RENTAL
39979-AP	04/09/90	SOUTHWESTERN BELL TELEPHONE	$26.54	$26.54	A. PROB-#665-2474/MARCH 15'90 BILLING
39980-AP	04/09/90	SOUTHWESTERN ELECTRIC POWER CO	$32.13	$32.13	CO. S-ACCT#5134906899/SEARCH TEAM 3'90 BILL

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Check #	Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
39981-AP	04/09/90	TELETOUCH CORPORATION	$107.00	$107 00	CO S-CUST#LC2303/#0726,0755,0759,0605/3'90
39982-AP	04/09/90	TEXAS COUNTY PRINTING	$809.45	$719 98	ELECTIONS-(1000)E ABSENTEE VOTE KITS@ 70ea,FRGT
				$89 47	D CLK-(10)C INSTRUCTIONS TO JURY FORMS
39983-AP	04/09/90	TEXAS DEPT OF HUMAN SERVICES	$2 01	$2 01	CO JAIL-(3)cs USDA COMMODITIES@,67ea
39984-AP	04/09/90	THE GILMER MIRROR	$223 45	$17 80	COMM CT-LEGAL NOTICE/NOTICE OF SALE
				$17 80	COMM CT-LEGAL NOTICE/NOTICE OF SALE
				$27 40	COMM CT-LEGAL NOTICE/TAB EQUIPMENT
				$96 00	CO TREAS-MONTHLY REPORT/LEGAL NOTICE
				$59 45	COMM CT-(5M)MEMO PADS/TICKET#10200
				$5 00	D A-TICKET#1302/NAME PLATE
39985-AP	04/09/90	THE LIBRARY STORE, INC.	$219 72	$219 72	CO LIB-ACCT#20292/CARDS,STAMP RACK,PROTECT.FILM,LABELS
39986-AP	04/09/90	THE ULTIMATE CORP	$3,072 00	$3,072 00	COMPUTER-GE4518 SYSTEM MAINT/4'90-6'90
39987-AP	04/09/90	TOMMY EATHERTON	$98.93	$98 93	PCT#2&4-REIMBURSE/182mi&MEALS PARIS,TX TRUCKS PICKED UP
39988-AP	04/09/90	TRANSPORT LIFE INSURANCE COMPA	$384.25	$384 25	GROUP K44/MARCH'90 PAYROLL DEDUCTIONS
39989-AP	04/09/90	TYLER UNIFORM CO , INC	$213.20	$110 24	CO S-(3)SPLIT BACK RAINCOATS/YOUNG,SANDERS,KUHN
				$102 96	CO S-(4)SHIRTS/R NORMAN
39990-AP	04/09/90	TYPERIGHT BUSINESS SYSTEMS	$114 00	$114 00	CO LIB-(6)ADLER 220 COPIER TONER@$19.ea
39991-AP	04/09/90	UPSHUR COUNTY	$5,109 00	$630 00	ART 53 01 FEES JP/SEPT-DEC'89
				$1,229 00	ART 53 01 FEES SO/SEPT-DEC'89
				$3,242 00	ART 53 01 FEES DPS/SEPT-DEC'89
				$8 00	ART 53 01 FEES TABC/SEPT-DEC'89
39992-AP	04/09/90	UPSHUR COUNTY APPRAISAL DISTRI	$24,305.00	$24,305 00	APPRL DIST-2nd QTR BUDGET ALLOCATION'89-90
39993-AP	04/09/90	UPSHUR COUNTY WRECKER SERVICE	$57.60	$57 60	CO S-VALVE COVER GASKET,LABOR/'81 TRANS AM
39994-AP	04/09/90	UPSHUR-RURAL ELECTRIC COOP , C	$147 41	$38 12	PCT#3-ACCT#902475306/APRIL 3'90 BILLING
				$50 75	WT MT-ACCT#157460538/APRIL5'90 BILLING
				$58 54	PCT#1-ACCT#31885226/APRIL 5'90 BILLING
39995-AP	04/09/90	VALU-LINE	$842 90	$289 76	TELE COMM-ACCT#87390/MARCH 19'90 BILLING
				$553 14	J CTR-ACCT#87420/MARCH 19'90 BILLING
39996-AP	04/09/90	VARNADO FEED SERVICE	$74 22	$48 32	CO S-SEARCH TEAM/DOG FOOD&OATS
				$25 90	CO S-SEARCH TEAM/(2)50lb bags DOG FOOD
39997-AP	04/09/90	WAL-MART #146	$97 73	$68 65	D A-HOT CK RESTITUTION/TIM CARPENTER

Check #	Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
				$29 08	D A-HOT CK RESTITUTION/ANNIE FAY SMITH
39998-AP	04/09/90	WALMART STORE #146	$88.39	$49 80	PCT#3-(5)FIRE EXTINGUISHERS@$9 96ea
				$31 62	PCT#3-(3)SECURITY LIGHTS/BARN SITE
				$6.97	PCT#3-(1)WADER
39999-AP	04/09/90	WASTE MANAGEMENT OF	$40 00	$40 00	WASTE-#779559/PCT#4 SERVICE 4/1-30/90
40000-AP	04/09/90	WEEKS WELDING & REPAIR	$16.00	$16 00	PCT#3-SHARPEN CHAINS, REPAIR STARTER, TUNE POULAN SAW
40001-AP	04/09/90	WEST PUBLISHING COMPANY	$512 90	$43 00	D CT-TX RLS CV PROC 90 PP
				$43 00	LAW LIB-TX RLS CV PROC 90 PP
				$28.00	LAW LIB-FD 888
				$88.00	LAW. LIB-USCA T22 4BKS
				$28.00	LAW LIB-FD 889
				$111.90	D A-TX CM PROC CD 90 PAM
				$84 00	D A-TX FAMILY CD 90 PAM
				$87 00	D A-TX PENAL CD 8TH 90PA
40002-AP	04/09/90	WEST SIDE FURNITURE	$9.75	$7.98	PCT#4-(2)gals BAR OIL
				$1.77	CO BLDG-(3)CLAP LINKS/FLAG@CT HOUSE
40003-AP	04/09/90	WESTERN AUTO ASSOCIATE STORE	$1 39	$1 39	CO BLDG-(1)DEVCON CEMENT(GLUE)
40004-AP	04/09/90	WHITE SWAN, NORTH	$908.10	$629.42	CO JAIL-CUST#420711/ASSORTED FOODS
				$278.68	CO. JAIL-CUST#420711/ASSORTED FOODS
40005-AP	04/09/90	WILLOUGHBY JUVENILE CENTER	$250.00	$250 00	JUV. PROB-DENTENTION/DH 1/31&2/1/90, MS. SG, FG 2/12&13/90
40006-AP	04/09/90	WILSON-RILEY, INC.	$5,075.00	$5,075.00	PCT#3-(250)bbls. ROAD OIL@$20 30ea
Total for AP - ACCOUNTS PAYABLE			$612,243 92		

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Check #	Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
9020-INS	04/03/90	TRANSPORT LIFE INSURANCE	$22,609.52	$22,609.52	2ND BI-MONTHLY DRAFT FOR MARCH '90
Total for INS - INSURANCE			$22,609.52		
Grand Total			$634,853.44		

County Judge, Everett Dean

Commissioner Pct#1, Gaddis Lindsey

Commissioner Pct#3, David Loyd

Commissioner Pct#2, Bill Loggins

Commissioner Pct#4, Tommy Eatherton

FILED
REX A. SHAW
COUNTY CLERK
90 APR 16 AM 9:54
UPSHUR COUNTY, TX
BY
DEPUTY

68-: VOL 35 PG 364

NCNB TEXAS NATIONAL BANK
DALLAS
21ST FLOOR
901 MAIN STREET
DALLAS TEXAS

Safekeeping Receipt

CUSTOMER COPY

BY ACCEPTANCE OF THIS RECEIPT CUSTOMER AGREES TO ALL TERMS AND CONDITIONS ON REVERSE SIDE.

Not transferable by negotiation, assignment or otherwise

Receipt dated	Account no.	Receipt no.
4/ 2/9 11/06/84	-2156-1 01 RE-ISSUE	579718

For the account of

FIRST NATIONAL BANK
ATTN MR MELVIN CROSS PRES
P O BOX 520
GILMER TX 75644

PLEDGED-TO UPSHUR COUNTY COMMISSIONER COURT PLG-AMOUNT 50,000.00

Par	Security description	Cusip/Security No.
50,000.00	(R/N INTERSAFE CO) GEORGETOWN SCHOOL BLDG UNLIMITED TAX RO	373 46FA4
* REG/NO# *		

Rate	Maturity	Next coupon date	Next interest amt.	Paying agent	Where held
9.00000	08/01/1995	8/ 1/9	2,25 .		2

Principal	Issue date	Call date	Call price
	11/01/84		

Interest dates	Interest amounts	No. pcs.	Denominations
2/ 1	2,25 .		
8/ 1	2,25 .		

68-[illegible]
NCNB TEXAS NATIONAL BANK
DALLAS
21ST FLOOR
9[illegible]1 MAIN STREET
DALLAS TEXAS

Safekeeping Receipt
CUSTOMER COPY
BY ACCEPTANCE OF THIS RECEIPT CUSTOMER AGREES TO ALL TERMS AND CONDITIONS ON REVERSE SIDE

VOL 35 PG 362

Not transferable by negotiation, assignment or otherwise

Receipt dated	Account no.	Receipt no.
[illegible]2/27/9[illegible] [illegible]4/13/87	-2 56-1 01 RE-ISSUE	715367

For the account of
FIRST NATIONAL BANK
ATTN MR MELVIN CROSS PRES
P O BOX 52[illegible]
GILMER TX 75644

PLEDGED-TO UPSHUR COUNTY PLG-AMOUNT 5[illegible]

Par	Security description	Cusip/Security No.
5[illegible]	FEDERAL HOME LOAN BANK 7.1 FHLB 91 N	313388RE2

Rate	Maturity	Next coupon date	Next interest amt.	Paying agent	Where held
7.1[illegible]	[illegible]2/25/1991	[illegible]8/25/9[illegible]	17,75[illegible]		1

Principal	Issue date	Call date	Call price
	[illegible]2/25/87		

Interest dates	Interest amounts	No. pcs.	Denominations
[illegible]2/25	17,75[illegible]		
[illegible]8/25	17,75[illegible]		

VOL 35 PG 366

FIRST NATIONAL BANK
P O BOX 520 · GILMER, TEXAS 75644 · 214-843-3002

MELVIN CROSS
PRESIDENT & C.E.O.

April 10, 1990

Judge Everett Dean
Upshur County Courthouse
Gilmer, Texas 75644

Dear Judge Dean:

Enclosed you will find two safekeeping receipts that need to be put with your records.

Also, enclosed is a letter to NCNB Dallas that I need you to sign releasing $50,000 Grand Saline Tx ISD bonds that have matured. After signing this letter, please return to me.

If you have any questions, please advise.

Yours truly,

Muriel

Muriel Lenhart
Adm. Asst. to the Pres.

encls.

VOL 25 PG 367

FIRST NATIONAL BANK
P. O. BOX 520 · GILMER, TEXAS 75644 · 214-843-3002

MELVIN CROSS
PRESIDENT & C.E.O.

March 30, 1990

Judge Everett Dean
Upshur County Courthouse
Gilmer, Texas 75644

Dear Judge Dean:

We have been informed by NCNB Texas National Bank that $50,000 North Forest ISD bonds that are securing your account will mature on April 1, 1990.

Please sign the enclosed letter to NCNB Texas National Bank authorizing them to release the $50,000 North Forest ISD bonds due us. Also enclosed is a copy of a letter to NCNB asking them to pledge $50,000 Georgetown Tx ISD due Aug. 1, 1995, Cusip No. 373046EE7 and held under receipt 5797188 as collateral to secure your deposit accounts.

Should you have any questions, please give me a call.

Yours truly,

Muriel Lenhart

Muriel Lenhart
Adm. Asst. to the Pres.

encls.

VOL 35 PG 368

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 1

DATE April 9, 1990

Formal notice is hereby given that Harold Pond
whose principal address is P.O. Box 295, Diana, Texas 75640
does propose to place a culvert installation
within the ROW of County Road Spider Lily
as follows:

777-4001

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

NAME Mrs Harold Pond

TITLE _____

ADDRESS _____

SPECIAL ROAD USE AGREEMENT CONTRACT

VOL 35 PG 369

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR §

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

1.

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

White Pine, Locust and Scarlet Oak Roads

2.

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

3.

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

4.

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

5.

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

6.

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

Lynn Johnston
First Party Signature

Rt. 3 Box 452
Street or Box

Gilmer, Texas 75644
City, State and Zip Code

214-734-7126
Telephone

Scott Roberson
Timber Tract

April 5, 1990
Date Signed

County Judge

Commissioner 1

Commissioner 2

Commissioner 3

Commissioner 4

Date Signed

Permit issued for a period not to exceed 90 days.

VOL 35 PG 370

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR §

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

1.

First Party agrees to use only that section of (describe exact route, direction and miles in tenths) Arrowwood Road (Approx. 4 miles from Gilmer)

2.

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

3.

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

4.

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

5.

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

6.

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

Bill Hawthorne
First Party Signature

Rt. 3 Box 467B
Street or Box

Marshall, Texas 75670
City, State and Zip Code

214-935-1064
Telephone

Lloyd Ray
Timber Tract

April 5, 1990
Date Signed

County Judge

Commissioner 1

Commissioner 2

Commissioner 3

Commissioner 4

Date Signed

Permit issued for a period not to exceed 90 days.

VOL 35 PG 371

PUBLIC NOTICE
INVITATION TO BID

To all persons interested in the following described lands located in Baylor County, Texas to wit:

Blocks 84, 73, 71,60, and 51 of the North Tract of the Upshur County School Land Survey, Abstract 557, Baylor County, Texas, not presently leased.

You are hereby notified that the Commissioners Court of Upshur County, Texas, at a regular session on March 12, 1990, entered an Order that it was advisable to lease the above described school lands for oil, gas and mineral exploration and development, said lease/leases to be granted in accordance with the procedure set forth in Section 71.001 et seg, of the National Resources Code, Acts 1977, 65th Leg. Chapter 871, as amended, upon the terms and conditions filed with the County Judge of Upshur County, Texas. The bids submitted will be considered at 9:00 A.M., or as soon thereafter as conveniently possible, on the 9th day of April, 1990, at the regular meeting of the Commissioners Court of Upshur County, Texas, and said Court will, if the bid is accepted, award said oil, gas and mineral lease/leases to the highest and best bidder as provided by law.

The Court reserves the right to reject any and all bids submitted.

Everett Dean, County Judge
Commissioners Court
Upshur County, Texas

VOL 35 PG 272

RESOLUTION OIL & GAS

P.O. Box 1354 Seymour, Tx 76380

April 5, 1990

Hon. Everett Dean
Judge, Upshur County
P. O. Box 790
Gilmer, Texas 75644

Dear Judge Dean:

In a recent phone conversation with your Ms. Bobbie Johnson, it was decided to enclose this letter with my bid for clarification of the bid.

Even though the lease shows $10.00 and other consideration, my bid is for $2,000.00 on Blocks 51, 60, 71, 73 and 84 of the North Upshur County School lands located in Baylor County, Texas.

The term of the lease is for 3 years with $1.00 per acre per year rentals until production is achieved on any block of said lands, and is a standard producer's 88 lease with a 12½% royalty interest and a 87½% net revenue interest.

We have decided to operate this large block under one of our companies, Resolution Oil and Gas. Please use the above address for all correspondence.

The enclosed draft is a mutual 25 day mineral sight draft.

Thank you for your attention to this matter.

Sincerely,

Roland Elledge

Resolution Oil & Gas
Roland Elledge

VOL 25 PG 323

PRODUCERS 88 REV.-TEX. A (6-73)

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made and entered into this 9th day of April, 19 90, by and between NORTH UPSHUR COUNTY SCHOOL LANDS; THE HONORABLE JUDGE EVERETT DEAN AND COURT, P. O. Box 790, Gilmer, Texas 75644

hereinafter called "Lessor", whether one or more, and RESOLUTION OIL AND GAS, P. O. Box 1354, Seymour, Texas 76380 hereinafter called "Lessee".

WITNESSETH That, for and in consideration of the sum of TEN AND NO/100 Dollars ($ 10.00), receipt of which is hereby acknowledged, and of the royalties herein provided and the agreements of Lessee herein contained, Lessor does hereby grant, lease and let exclusively unto Lessee, its successors and assigns, all of the land hereinafter described, together with any reversionary rights therein for the purpose of exploring by geological geophysical and all other methods, and of drilling, producing and operating wells or mines for the recovery of oil, gas and other hydrocarbons, and all other minerals or substances whether similar or dissimilar, that may be produced from any well or mine on the leased premises, including primary, secondary, tertiary, cycling, pressure maintenance methods of recovery, and all other methods, whether now known or unknown, with all incidental rights thereto, and to establish and utilize facilities for surface and subsurface disposal of salt water, and to construct, maintain and remove roadways, tanks, pipelines, electric power and telephone lines, power stations, machinery and structures thereon, to produce, store, transport, treat and remove all substances described above, and the products therefrom, together with the right of ingress and egress to and from said land across any other land now or hereafter owned by Lessor. The land hereby leased is situated in the County of Baylor, State of Texas, and is described as follows.

North Upshur County School lands, Blocks NOs. 51, 60, 71, 73 and 84

This lease covers all of the land described above, including any interests therein that any signatory hereto has the right or power to lease, and in addition it covers, and there is hereby granted, leased and let, upon the same terms and conditions as herein set forth, all lands now or hereafter owned or claimed by Lessor, adjacent, contiguous, or a part of the tract or tracts described above, whether such additional lands be owned or claimed by deed, limitation, or otherwise, or are fenced or unfenced, and whether such lands are inside or outside of the metes and bounds description set forth above, or are in the named survey, or other survey or surveys The bonus money paid for this lease is in gross, and not by the acre, and shall be effective to cover all such land irrespective of the number of acres contained therein, but the land included within this lease is estimated to comprise 200 acres, whether actually more or less, and such land is hereinafter referred to as the "leased premises".

TO HAVE AND TO HOLD the leased premises for a term of three (3) years from the date hereof, hereinafter called "primary term", and as long thereafter as oil, gas or other hydrocarbons, or other minerals or leased substances, or either or any of them, are produced from the leased premises or from lands with which the leased premises are pooled or unitized

In consideration of the premises, it is hereby agreed as follows:

1 Royalty On Oil Lessee shall deliver to Lessor, at the well or to the credit of Lessor in the pipeline to which the well may be connected, 1/8th of all oil and other liquid hydrocarbons produced and saved from the leased premises, or Lessee, at its option, may buy or sell such 1/8th royalty and pay Lessor the market price for oil or liquid hydrocarbons of like grade and gravity prevailing in the field on the day such oil is run into pipelines or into storage tanks. Lessor's royalty interest in either case shall bear its proportion of any expenses for transporting and treating oil to make it marketable as crude

2 Royalty On Gas Lessee shall pay to Lessor as royalty on gas, including casinghead gas or other gaseous substances produced from said land and sold on or off the premises, one eighth of the net proceeds at the well received from the sale thereof, provided that on gas used off the premises or by Lessee in the manufacture of gasoline or other products therefrom the royalty shall be the market value at the well of one eighth of the gas so used, as to all gas sold by Lessee under a written contract the price received by Lessee for such gas shall be conclusively presumed to be the net proceeds at the well or the market value at the well for the gas so sold

3 Royalty On Other Substances Lessee shall pay to Lessor, as royalty on any substances covered by this lease other than oil and gas and the products thereof which Lessee may elect to produce, save and market from the leased premises, 1/8th of the proceeds received by Lessee from the sale thereof after deducting the processing costs, except that the royalty on sulphur shall be One Dollar ($1 00) per long ton marketed

4 Shut - In Gas Royalty If at any time, or from time to time, either before or after the expiration of the primary term of this lease, there is any gas well on the leased premises or on lands with which the leased premises are pooled or unitized and which is capable of producing in paying quantities, but which is shut in before or after production therefrom, such well shall be considered under all provisions of this lease as a well producing gas in paying quantities and this lease shall remain in force in like manner as though gas therefrom was actually being sold or used In such event, Lessee covenants and agrees to pay Lessor, as royalty, the sum of Ten Dollars Dollars ($ 10.00) per annum for the period commencing on the date such well is actually shut in, unless this lease is being maintained in force and effect by some other provision hereof, in which event, such period shall commence on the date this lease ceases to be maintained in full force and effect by some other provision hereof Payment or tender shall be made to Lessor, or deposited to the credit of Lessor in the depository bank named in this lease The first payment shall be due and payable on or before ninety (90) days after the date such well is shut in or ninety (90) days from the date this lease ceases to be maintained in force by some other provision hereof Unless gas from such well is produced and sold or used prior thereto, except temporary sales, or use for lease operations subsequent payments shall be due annually thereafter on the anniversary date of the period for which such prior payment was made No additional payments shall be required if there is more than one shut-in gas well on the leased premises or on lands with which the leased premises are pooled or unitized The term "gas well" shall include wells capable of producing natural gas, condensate, or any gaseous substance, and wells classified as gas wells by any governmental authority having jurisdiction

5 Delay Rental If operations for drilling or mining on the leased premises, or on lands with which the leased premises are pooled or unitized, are not commenced on or before one (1) year from the date of this lease, as set forth above, this lease shall terminate as to both parties unless on or before one (1) year from the date of this lease, Lessee shall pay or tender to the Lessor a rental of Two Hundred Dollars and No/100 Dollars ($ 200.00), which shall cover the privilege of deferring commencement of such drilling or mining operation for a period of twelve (12) months from the expiration of said one (1) year period In like manner and upon like payments or tenders annually, the commencement of such operations may be deferred for successive periods of the same number of months, during the primary term Payments or tenders may be made to the Lessor or to the Lessor's credit in the First National Bank Bank at Gilmer, Texas 75644, which bank or any successor thereof shall continue to be the agent for the Lessor and the Lessor's successors and assigns If such bank or any successor thereof shall fail, liquidate, or be succeeded by another bank or for any reason fail or refuse to accept rental, the rental paying date for any year shall be extended until the expiration of thirty (30) days after Lessor shall have delivered to Lessee a recordable instrument making provision for another method of payment or tender and any depository charge shall be the liability of the Lessor The payment or tender of rental may be made by check or draft of Lessee mailed or delivered to said bank or Lessor, or to any Lessor if more than one on or before the rental paying date Mailing of rental on or before the rental paying date shall be deemed a timely tender thereof and shall preclude the termination of this lease

6 Drilling Operations If Lessee should drill and abandon as a dry hole a well on the leased premises, or if after the discovery of oil, gas or other minerals, the production thereof should cease from any cause and, in either event, there are no other producing wells on the leased premises or on lands with which they are pooled or unitized or drilling or reworking operations are not being conducted thereon, this lease shall not terminate if Lessee commences reworking or additional drilling operations on the leased premises within sixty (60) days thereafter or, if it be within the primary term, Lessee commences or resumes the payment or tender of rentals or commences operations for drilling or reworking on or before the rental paying date next ensuing after the expiration of ninety (90) days from the date of such abandonment or cessation of production If such abandonment or cessation of production occurs at any time during the last fifteen (15) months of the primary term, no rental payment or drilling operations are necessary to keep the lease in force during the remainder of the primary term If, at the expiration of the primary term oil, gas or other minerals are not being produced from the leased premises or from lands with which the leased premises are pooled or unitized, but Lessee is then engaged in operations for drilling or reworking of any well, this lease shall remain in force so long as such drilling or reworking operations are prosecuted, or reworking operations on any well or additional drilling operations are conducted on the leased premises, or on lands pooled or unitized therewith, with no cessation of more than sixty (60) consecutive days, and if any such operations result in production then as long thereafter as such production continues

7 Pooling Lessee is hereby granted the right, at any time and from time to time, whether before or after production, to pool this lease for the production of oil gas or condensate, or any or either of them as to the land covered hereby, or any zone or portion thereof or as to any mineral or royalty interest therein, with any other lease covering the above described land, or lands adjacent, contiguous, adjoining, or in the immediate vicinity thereof, or as to any zone or portion of said lease or any mineral or royalty interest therein Such pooling shall be into a unit or units not exceeding forty (40) acres plus an acreage tolerance of ten percent (10%) thereof for oil and units not exceeding six hundred forty (640) acres each plus an acreage tolerance of ten percent (10%) thereof for gas, provided that, should governmental authority having jurisdiction prescribe or permit the creation of any drilling, spacing or proration units larger than those specified above, such units may be created or enlarged to conform in size to the drilling or spacing units so prescribed or permitted or to the proration units as may be authorized for obtaining the maximum allowable production from one well Lessee may pool the acreage or interests above described, or any portion thereof, as above provided, as to oil, or gas in any one or more zones, and units so formed need not conform in size or area with the unit or units into which the lease is pooled, or combined as to any other zone, and oil units need not conform as to area with gas units Such pooling shall be effected by the filing by Lessee of a written designation in the county, or counties in which the premises are located, identifying and describing the pooled unit The production of oil, gas or condensate from any zone or portion of the land so pooled and the development and operation on such land including the commencement, drilling, completion and operation of a well thereon, or the existence thereon of a shut in gas well shall be considered and construed and shall have the same effect, except for the payment of royalty, as production, development and operation, or the existence of a shut in gas well on the leased premises, regardless of the location of the well on the unit Production from any unit well producing oil, gas or condensate shall be allocated to the leased premises in the proportion that the acreage of the leased premises included within the units bears to the total acreage in the unit, and the royalty provided for herein shall be calculated on the portion of the production so allocated The royalty so payable on allocated production shall be in lieu of any other royalty that would accrue to Lessor from the production of oil, gas or condensate from any zone or portion of the leased premises included within the unit Shut-in gas royalty with respect to unit shut in gas wells, shall be payable in accordance with the provisions and in the amount set forth in this lease In the event any unit well shall fail to produce oil, gas or condensate in paying quantities, or in the event the production from any such well shall cease, Lessee may terminate the unit by filing for record in the county, or counties where the land is situated, a written declaration of such termination

8 Use Of Oil Gas And Water For Operations Lessee shall have the free use of oil, gas and water from the leased premises, except water from Lessor's wells and tanks for all operations hereunder and the royalty on oil and gas shall be computed after deducting the amount so used

9 Removal Of Equipment Lessee shall have the right, at any time during or after the expiration of this lease, to remove all property and fixtures placed on the leased premises by Lessee including the right to withdraw and remove all casing

10 Assignment Or Change Of Ownership The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs executors administrators, successors, and assigns, but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee No change or division in the ownership of the land, rentals or royalties, however accomplished shall be binding upon Lessee for any purpose and shall not impair the effectiveness of any payment theretofore made by Lessee (irrespective of whether Lessee has either actual or constructive knowledge thereof) until sixty (60) days after such person acquiring any interest has furnished Lessee with the instrument or instruments, or certified copies thereof, constituting his chain of title from the original Lessor In the event of an assignment of this lease as to a segregated portion of the land covered by this lease, the rentals payable hereunder shall be apportioned as between the several leasehold owners, ratably, according to the surface area of each, and a default in rental payment by one Lessee shall not affect the rights of other leasehold owners hereunder who make due payments of rentals. An assignment of this lease, in whole or in part, shall, to the extent of such assignment, relieve and discharge Lessee of all obligations hereunder.

11 Force Majeure Lessee shall not be liable for any delays in its performance of any covenant or condition hereunder, express or implied, or for total or partial nonperformance thereof, due to force majeure. The term "force majeure", as used herein, shall mean any circumstance or any condition beyond the control of Lessee, including but not limited to acts of God and actions of the elements, acts of the public enemy; strikes; lockouts, accidents; laws, acts, rules, regulations and orders of federal, state or municipal governments, or officers or agents thereof; failure of transportation; or the exhaustion, unavailability, or delays in delivery, of any product, labor, service or material. If Lessee is required to cease drilling or reworking or producing operations on the leased premises by force majeure, then until such time as such force majeure is terminated and for a period of ninety (90) days after such termination, each and every provision of this lease that might operate to terminate it shall be suspended and this lease shall continue in full force and effect during such suspension period. If any period of suspension occurs during the primary term, the time thereof shall be added to such term.

VOL 35 PG 374

12 Lessor Interest Clause If Lessor does not own, or have the right to lease, the entire mineral interest in the land described above, then the royalties, rentals, and any other sums payable hereunder, shall be reduced and payable only in the proportion that the interest covered by this lease bears to the entire mineral interest in the above described land If the mineral interest covered hereby is subject to an outstanding nonparticipating royalty, such royalty shall be deducted from the royalties payable to Lessor hereunder.

13 Warranty Lessor hereby warrants and agrees to defend the title to the lands herein described and agrees that the Lessee shall have the right, at any time, to redeem for Lessor, by payment, any mortgage, taxes or other liens on the leased premises in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof, and such payments may be deducted from any rental or royalties that may be payable to Lessor hereunder

14 Surrender Lessee, its successors and assigns, shall have the right at any time, to surrender this lease, in whole or in part, by delivering or mailing a release to the Lessor or by placing a release of record in the county, or counties, in which the leased premises are situated, and thereupon, Lessee shall be relieved from all obligations, expressed or implied, of this lease as to the acreage so surrendered

15 Parties Bound This lease and all of the rights, obligations and conditions hereof shall be binding upon each party executing this instrument and his heirs, devisees successors and assigns Should any party named above as Lessor fail to execute this lease, or should any party execute this lease who is not named above as a Lessor, it shall nevertheless be binding upon the party or parties executing the same

16 Headings For Convenience. The paragraph headings herein are for convenience only and shall not be considered or construed to limit the subject matter of any paragraph

IN WITNESS WHEREOF, this instrument is executed the day and year first above written.

Everett Dean
Gaddis Lindsey
Bill Loggins
David Loyd
Tommy Eatherton

THE STATE OF TEXAS }
County of Upshur }

Before me, the undersigned authority, on this day personally appeared Judge Everett Dean, Commissioner Gaddis Lindsey, Commissioner Bill Loggins, Commissioner David Loyd and Commissioner Tommy Eatherton known to me to be the identical persons whose name s are/is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 12 day of April, A. D. 19 90.

Mary Cox
Notary Public in and for Upshur County, Texas

NOTARY PUBLIC STATE OF TEXAS
Mary Cox
NOTARY PUBLIC
STATE OF TEXAS
Commission Expires 7-25-92

THE STATE OF TEXAS }
County of _____ }

Before me, the undersigned authority, on this day personally appeared _____

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

Given under my hand and seal of office this the _____ day of _____, A. D. 19_____.

Notary Public in and for _____ County, Texas

THE STATE OF TEXAS }
County of _____ }

Before me, the undersigned authority, on this day personally appeared _____

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

Given under my hand and seal of office this the _____ day of _____, A. D. 19_____.

Notary Public in and for _____ County, Texas

No. _____

OIL, GAS AND MINERAL LEASE

TEXAS

FILED
REX A. SHAW
COUNTY CLERK
90 APR 12 AM 10: 32
UPSHUR COUNTY, TX.
DEPUTY

Filed for Record this the _____ day of _____ A. D. 19____ at _____ o'clock ____ M.
County Clerk. By _____ Deputy.

Recorded _____ A. D. 19____ in _____ County Record of _____ Book _____ Page _____
County Clerk. By _____ Deputy.

TO: PAYROLL DEPARTMENT

VOL 35 PG 325

PLEASE ENTER THE FOLLOWING CHANGE(S) IN YOUR RECORDS TO TAKE EFFECT 4-1-90 (DATE & TIME)

EMPLOYEE Batina King (Tax office)

SOCIAL SECURITY NO _____ CLOCK NO. 410

THE CHANGE(S)

✓ CHECK ALL APPLICABLE BOXES	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☐ RATE		
☐		

REASON FOR THE CHANGE(S)

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

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

☐ OTHER (EXPLAIN) Longevity 1 year #4 / month.

CHANGE AUTHORIZED BY Nancy Viet DATE 4-6-90

CHANGE APPROVED BY _____ DATE _____

RE-ORDER FORM #08320 FROM AMSTERDAM PRINTING & LITHO CORP., AMSTERDAM, N.Y. 12010

VOL 385 PG 226

TO: PAYROLL DEPARTMENT

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

EFFECT 4-1-90 (DATE & TIME)

EMPLOYEE Anthony Betterton (Sheriff's Dept)

SOCIAL SECURITY NO _____ CLOCK NO. 109

THE CHANGE(S)

✓ CHECK ALL APPLICABLE BOXES	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☐ RATE		
☐		

REASON FOR THE CHANGE(S)

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

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

☐ OTHER (EXPLAIN) Longevity 7 years $28/month

CHANGE AUTHORIZED BY Vincent Vick DATE 4-6-90

CHANGE APPROVED BY _____ DATE _____

RE-ORDER FORM #08320 FROM AMSTERDAM PRINTING & LITHO CORP., AMSTERDAM, N.Y. 12010

VOL 35 PG 377

TO: PAYROLL DEPARTMENT

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

EFFECT 4-1-90 (DATE & TIME)

EMPLOYEE Darlene Barber (Gail)

SOCIAL SECURITY NO _____ CLOCK NO. 329

THE CHANGE(S)

✓ CHECK ALL APPLICABLE BOXES	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☐ RATE		
☐		

REASON FOR THE CHANGE(S)

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

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

☐ OTHER (EXPLAIN) Longevity 3 years $12/month

CHANGE AUTHORIZED BY Vernon Vick DATE 4-6-90

CHANGE APPROVED BY _____ DATE _____

RE-ORDER FORM #08320 FROM AMSTERDAM PRINTING & LITHO CORP., AMSTERDAM, N.Y. 12010

TO: PAYROLL DEPARTMENT

VOL 35 PG 328

PLEASE ENTER THE FOLLOWING CHANGE(S) IN YOUR RECORDS TO TAKE EFFECT 4-1-90 (DATE & TIME)

EMPLOYEE James Stoker (Pct #1)

SOCIAL SECURITY NO _____ CLOCK NO. 277

THE CHANGE(S)

✓ CHECK ALL APPLICABLE BOXES	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☐ RATE		
☐		

REASON FOR THE CHANGE(S)

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

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

☐ OTHER (EXPLAIN) Longevity 5 years $20/month

CHANGE AUTHORIZED BY Vernon Vick DATE 4-6-90

CHANGE APPROVED BY _____ DATE _____

RE-ORDER FORM #08320 FROM AMSTERDAM PRINTING & LITHO CORP AMSTERDAM, N Y 12010

TO: PAYROLL DEPARTMENT

VOL 35 PG 379

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

EFFECT 4-1-90 (DATE & TIME)

EMPLOYEE James Hestchimp (Pct #4)

SOCIAL SECURITY NO _____ CLOCK NO. 259

THE CHANGE(S)

✓ CHECK ALL APPLICABLE BOXES	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☐ RATE		
☐		

REASON FOR THE CHANGE(S)

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

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

☐ OTHER (EXPLAIN) Longevity 5 years $20/month

CHANGE AUTHORIZED BY Dennis Vick DATE 4-6-90

CHANGE APPROVED BY _____ DATE _____

RE-ORDER FORM #08320 FROM AMSTERDAM PRINTING & LITHO CORP., AMSTERDAM, N.Y. 12010

VOL 35 PG 380

TO: PAYROLL DEPARTMENT

PLEASE ENTER THE FOLLOWING CHANGE(S) IN YOUR RECORDS TO TAKE EFFECT 4-1-90 (DATE & TIME)

EMPLOYEE Russell Jackett (Pct 2)

SOCIAL SECURITY NO _____ CLOCK NO. 337

THE CHANGE(S)

✓ CHECK ALL APPLICABLE BOXES	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☐ RATE	1.4	1.7
☐	3.61/hr.	3.88/hr.

REASON FOR THE CHANGE(S)

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

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

☐ OTHER (EXPLAIN) Change in minimum wage law effective April 1, 1990

CHANGE AUTHORIZED BY Dewey Vick DATE 9-6-90

CHANGE APPROVED BY _____ DATE _____

RE-ORDER FORM #08320 FROM AMSTERDAM PRINTING & LITHO CORP., AMSTERDAM, N.Y. 12010

TO: PAYROLL DEPARTMENT

VOL 35 PG 281

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

EFFECT 4-1-90 (DATE & TIME)

EMPLOYEE Sandy Sanders (Library)

SOCIAL SECURITY NO _____ CLOCK NO. 403

THE CHANGE(S)

✓ CHECK ALL APPLICABLE BOXES	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☐ RATE		
☐	1,2 @ 3.43/hr.	1,7 @ 3.88/hr.

REASON FOR THE CHANGE(S)

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

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

☐ OTHER (EXPLAIN) Change in Minimum Wage Law, Effective April 1, 1990

CHANGE AUTHORIZED BY Nancy Vick DATE 4-6-90

CHANGE APPROVED BY _____ DATE _____

RE-ORDER FORM #08320 FROM AMSTERDAM PRINTING & LITHO CORP., AMSTERDAM, N.Y. 12010

TO: PAYROLL DEPARTMENT

PLEASE ENTER THE FOLLOWING CHANGE(S) IN YOUR RECORDS TO TAKE EFFECT 4-1-90 (DATE & TIME)

EMPLOYEE Shaunda Webb (Bldg. Maint)

SOCIAL SECURITY NO _____ CLOCK NO. 426

THE CHANGE(S)

✓ CHECK ALL APPLICABLE BOXES	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☐ RATE	1,2	1,7
☐	3,43/hr.	3,88/hr.

REASON FOR THE CHANGE(S)

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

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

☐ OTHER (EXPLAIN) Change in minimum Wage law Effective April 1, 1990

CHANGE AUTHORIZED BY _____ DATE 4-6-90

CHANGE APPROVED BY _____ DATE _____

RE-ORDER FORM #08320 FROM AMSTERDAM PRINTING & LITHO CORP., AMSTERDAM, N.Y. 12010

TO: PAYROLL DEPARTMENT

VOL 25 PG 382

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

EFFECT 4-1-90 (DATE & TIME)

EMPLOYEE Zack Hughes

SOCIAL SECURITY NO _____ CLOCK NO 162

THE CHANGE(S)

✓ CHECK ALL APPLICABLE BOXES	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☐ RATE	3.11	3.4
☐	4.85/Hr	4.09/Hr

REASON FOR THE CHANGE(S)

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

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

☐ OTHER (EXPLAIN) From Regular part-time to straight part-time.

CHANGE AUTHORIZED BY Donald Ford DATE _____

CHANGE APPROVED BY _____ DATE _____

RE-ORDER FORM #08320 FROM AMSTERDAM PRINTING & LITHO CORP., AMSTERDAM, N.Y. 12010

VOL 33 PG 384

TO: PAYROLL DEPARTMENT

PLEASE ENTER THE FOLLOWING CHANGE(S) IN YOUR RECORDS TO TAKE EFFECT 4-1-90 (DATE & TIME)

EMPLOYEE Melvin WALTON

SOCIAL SECURITY NO _____ CLOCK NO. 429

THE CHANGE(S)

✓ CHECK ALL APPLICABLE BOXES	FROM	TO
☐ DEPARTMENT		
☐ JOB		L. Equip. Op.
☐ SHIFT		
☐ RATE	1,8	12,1
☐	3.98/Hr.	5.89/HR

REASON FOR THE CHANGE(S)

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

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

☐ OTHER (EXPLAIN) 3 mo probationary period From temp part-time To Regular Part-time.

CHANGE AUTHORIZED BY _____ DATE _____

CHANGE APPROVED BY _____ DATE _____

RE-ORDER FORM #08320 FROM AMSTERDAM PRINTING & LITHO CORP AMSTERDAM N Y 12010

VOL 25 PG 385

TO: PAYROLL DEPARTMENT

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

EFFECT 4-10-90 (DATE & TIME)

EMPLOYEE Karmen Steelman (Treas Office)

SOCIAL SECURITY NO 454-06-1352 CLOCK NO. _____

THE CHANGE(S)

✓ CHECK ALL APPLICABLE BOXES	FROM	TO
☐ DEPARTMENT		
☐ JOB		Clerk II
☐ SHIFT		
☐ RATE		8,3 * 5.09/hr.
☐		

REASON FOR THE CHANGE(S)

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

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

☐ OTHER (EXPLAIN) Temporary Office Help

PART TIME

CHANGE AUTHORIZED BY Vernon Tot DATE 4-10-90

CHANGE APPROVED BY _____ DATE _____

RE-ORDER FORM #08320 FROM AMSTERDAM PRINTING & LITHO CORP., AMSTERDAM, N Y 12010

VOL 85 PG 389

UPSHUR COUNTY TREASURER'S MONTHLY REPORT
AND COMMISSIONERS COURT AFFIDAVIT

March 1, 1990 THROUGH March 31, 1990

	Beginning Balance	Revenues	Disbursements	Ending Balance	Demand Balance	Time Deposits	Total Deposits
Operating Account	3,352,020.74	418,342.92	462,236.47	3,308,127.19	8,127.19	3,300,000.00	3,308,127.19
Operating Available School Fund	264,860.72	9,226.17	0.00	274,086.89	28,796.52	245,290.37	274,086.89
Operating Permanent School Fund	924,694.39	2,740.65	0.00	927,435.04	23,542.17	903,892.87	927,435.04
Insurance Account	296,861.56	44,522.32	60,775.12	280,608.76	80,608.76	200,000.00	280,608.76
Payroll Clearing Acct.	50.00	831.23	831.23	50.00	50.00	0.00	50.00
TOTALS	4,838,487.41	475,663.29	523,842.82	4,790,307.88	141,124.64	4,649,183.24	4,790,307.88

INDEBTEDNESS

1977 Certificates of Obligation	359,000.00
1979 Certificates of Obligation	135,000.00
1985-A Certificates of Obligation	1,950,000.00
1987 Certificates of Obligation	610,000.00
Other Indebtedness	163,001.85

AFFIDAVIT

The above information is found to be true and correct.

County Judge, Everett Dean

Commissioner, Pct.#1, Gaddis Lindsey

Commissioner, Pct.#2, Bill Loggins

Commissioner, Pct.#3, David Loyd

Commissioner, Pct.#4, Tommy Eatherton

VOL 35 PG 382

TREASURER'S QUARTERLY REPORT

BY Vernon Vick COUNTY TREASURER

FROM January 1, 1990 TO March 31, 1990 INCLUSIVE

	Beginning Balance	Revenues	Disbursements	Transfer In	Transfer Out	Ending Balance	Demand Balance	Time Deposits	Total Deposits
Upshur Co. Operating Fund	3,198,772.63	3,037,861.17	1,727,429.68	445.00	0.00	4,509,649.12	60,465.88	4,449,183.24	4,509,649.12
Upshur Co. Trust & Agency	20,000.00	445.00	0.00	0.00	445.00	20,000.00	0.00	20,000.00	20,000.00
Upshur Co. Insurance Acct.	298,463.45	128,657.55	146,512.24	0.00	0.00	280,608.76	80,608.76	200,000.00	280,608.76
Upshur Co. Payroll Clearing	50.00	1,441.23	1,441.23	0.00	0.00	50.00	50.00	0.00	50.00
TOTALS	3,517,286.08	3,168,404.95	1,875,383.15	445.00	445.00	4,810,307.88	141,124.64	4,669,183.24	4,810,307.88

LIST OF BONDS AND OTHER SECURITIES ON HAND

BONDS

15 Central Heights I.S.D.	15,000.00
5 Leander I.S.D.	5,000.00
TOTAL ALL BONDS	20,000.00

C.D.'S

Upshur County Operating Acct.	CD#4733	1,149,183.24
Upshur County Operating Acct.	CD#5105	500,000.00
Upshur County Operating Acct.	CD#5104	700,000.00
Upshur County Operating Acct.	CD#5172	800,000.00
Upshur County Operating Acct.	CD#5249	800,000.00
Upshur County Operating Acct.	CD#5310	500,000.00
Upshur County Insurance Acct.	CD#5325	200,000.00
TOTAL ALL C.D.'S		4,649,183.24

VOL 35 PG 388

FILED
REX A. SHAW
COUNTY CLERK
90 APR 12 AM 10:02
UPSHUR COUNTY, TX.
BY _____ DEPUTY

UPSHUR COUNTY
TREASURER'S
QUARTERLY REPORT

Covering Period

From January 1, 1990

To March 31, 1990 Inclusive

Date Filed April 6, 1990

By

Vernon Vick
County Treasurer, Upshur County

THE STATE OF TEXAS)
COUNTY OF UPSHUR)

BEFORE ME, the undersigned authority, on this day personally appeared Vernon Vick, County Treasurer of Upshur County, who being by me duly sworn, upon oath, says that the within and foregoing report is true and correct.

Vernon Vick, County Treasurer

SWORN TO AND SUBSCRIBED before me this 6th day of April, 1990.

Rex A. Shaw, Clerk
County Court, Upshur County, Texas

BEFORE ME Rex A. Shaw, County Clerk, Upshur County, Texas, on this day personally appeared Everett Dean, County Judge; Gaddis Lindsey, Commissioner, Precinct No.1; Bill Loggins Commissioner, Precinct No.2, David Loyd, Commissioner Precinct No.3, and Tommy Eatherton Commissioner, Precinct No.4, who after being duly sworn by me state under their oath, that they have examined the foregoing County Treasurer's Report, of Upshur County, Texas, and find the same to be correct to the best of their knowledge and belief.

Everett Dean
County Judge

David Loyd
Commissioner, Precinct No. 3

Gaddis Lindsey
Commissioner, Precinct No. 1

Tommy Eatherton
Commissioner, Precinct No. 4

Bill Loggins
Commissioner, Precinct No. 2

SUBSCRIBED AND SWORN TO Before me, this 9th day of April A.D. 1990.

Rex A. Shaw
County Clerk, Upshur County, Texas

VOL 32 PG 389

Date: 4-9-90

COMMISSIONER COURT
ATTENDENCE SHEET

Name	City of Residence
Dennis Nix	Gilmer
Richard Clark	Longview
Dwight Harrell	White Oak
Rodger Coleman	Tyler
Mac Nabors	Longview
J.T. Hudspeth	Ore City
Glenn Leach	Winnsboro
Bill D Thompson	Gilmer Texas
D.H (Moose) Lanham	Longview, Texas
Jo Ann Stokes	Probation office
Billy C. Foote	Longview
Willard Hegi	Longview
Ronnie Mitchell	Gilmer
Jeanette Weis	Upshur County
Gary Cooper	Gilmer Texas
Bell Patterson	In the Ivy Ecm Pool Hall
Lolla Arnett	Gilmer

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4-12-90	Vernon Vick	Gilmer
	Jeanette Vick	Upshur County
	Mary Nation	Virginia
	Billie G Simpson	Dixie Texas