

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

12-14-92

Commissioners Court met in regular session with all members present.

Motion by Tommy Eatherton seconded by Tommy Stanley to approve the minutes of the previous meeting. Motion carried.

Motion by Gaddis Lindsey seconded by Tommy Stanley to approve the filling of an abandoned well on the property of James Bowie. Motion carried, copy attached.

Motion by Tommy Stanley seconded by Gaddis Lindsey to approve the filling of an abandoned well on the property of Richard Hess. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by Tommy Stanley to approve the permit application of Stoney Thomas to install a culvert within ROW of Stoney Road. Motion carried, copy attached.

Motion by Tommy Stanley seconded by Gaddis Lindsey to approve the permit application of Barbara Reynolds to install a culvert within ROW of Windy Street. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by Tommy Stanley to approve the special road use agreement by Lasco to haul logs on Cardinal Road. Motion carried, copy attached.

Motion by Tommy Stanley seconded by Gaddis Lindsey to approve the special road use agreement by Earnest Redfearn to haul logs on Hollyhock Road. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by Tommy Stanley to approve the special road use agreement by Goldston Oil Corp. to haul clay and gravel on Pattonfield Road (Bob O Link). Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by Tommy Stanley to approve the special road use agreement by Haynes Timber to haul logs on Point Pleasant and Beaman Roads. Motion carried, copy attached.

Motion by Tommy Stanley seconded by Gaddis Lindsey to approve the special road use agreement by Woodland Forest Service to haul logs on Spider Lily, Zinna and Hankins Heights Roads. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by Tommy Stanley to approve the special road use agreement by Jan Vanderwal to haul logs on Ivy and Gardinia Roads. Motion carried, copy attached.

Motion by David Loyd seconded by Tommy Stanley to approve the special road use agreement by Mike Huddleston to haul logs on Elderberry Road. Motion carried, copy attached.

Motion by David Loyd seconded by Gaddis Lindsey to approve the payroll changes of Nancy Thompson, Alice Mathis, Paula Whorton and Stanley Jenkins. Motion carried, copy attached.

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

Motion by Tommy Stanley seconded by Gaddis Lindsey to approve the payment of the December payroll on Dec. 23, 1992. Motion carried.

Motion by Gaddis Lindsey seconded by David Loyd to approve Ray Roeder attending a meeting in Shreveport, Feb. 1, 1993. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by Tommy Stanley to place in the minutes the returned draft for an oil and gas lease. Motion carried, copy attached.

Bids were opened for oil for the county. Bids were from Rodeway Oil, Wilson-Riley and Blazer Resources. Motion by Gaddis Lindsey seconded by Tommy Eatherton to accept all the bids. Motion carried, copy attached.

Bids were opened for gasoline for the county. Only one bid, from MCS Fuels, was received. Motion by Gaddis Lindsey seconded by Tommy Stanley to accept this bid. Motion carried, with Tommy Eatherton abstaining from voting. Copy attached.

Cloddie Henson met with the court to tell them he is buying a vehicle through the state purchasing agreement. He stated that he is paying for the vehicle himself and just wants the court to be aware of this. Judge Dean and the other members of the court said they had no objection to this if it is legal. Mr. Henson stated that the District Attorney, Tim Cone, had said it was legal.

Motion by Gaddis Lindsey seconded by Tommy Stanley to approve the financial statement as presented. Motion carried, copy on file in the County Clerk's Office.

Motion by David Loyd seconded by Tommy Eatherton to approve the budget amendments presented. Motion carried, copy attached.

Motion by Tommie Stanley seconded by Gaddis Lindsey to approve the new retirement system rate. Motion carried, copy attached.

Motion by Tommy Stanley seconded by David Loyd to approve the Treasurer's monthly report. Motion carried, copy attached.

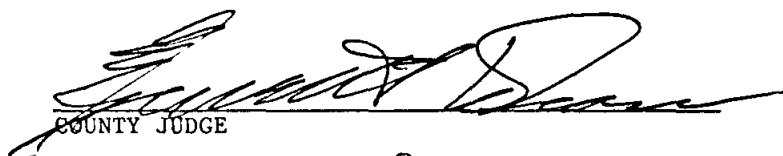
Motion by Gaddis Lindsey seconded by David Loyd to approve the Holidays for 1993. Motion carried, copy attached.

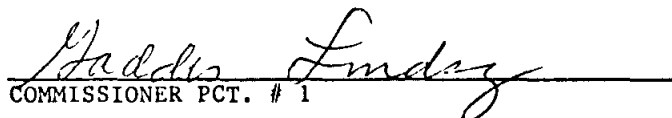
Motion by Gaddis Lindsey seconded by David Loyd to accept the resolution from the adult probation department. Motion carried, copy attached.

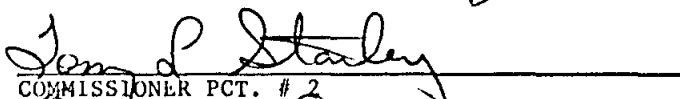
Motion by Gaddis Lindsey seconded by Tommy Stanley to adopt the resolution opposing the lowering of DWI felonies to a misdemeanor offense. Motion carried, copy attached.

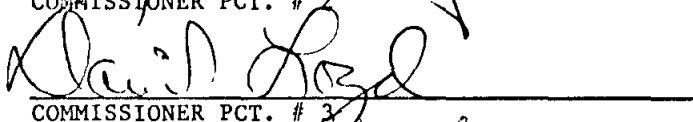
Court went into executive session to discuss personnel.

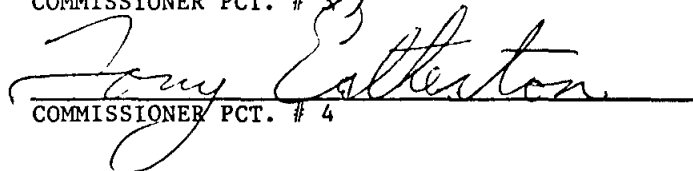
Motion by Gaddis Lindsey seconded by Tommy Stanley to adjourn. Motion carried.


COUNTY JUDGE


COMMISSIONER PCT. # 1


COMMISSIONER PCT. # 2


COMMISSIONER PCT. # 3


COMMISSIONER PCT. # 4

FILED
REX A. SHAW
COUNTY CLERK
92 DEC 23 PM 12:47
LOS ANGELES, CA
BY
CLERK

APPLICATION FOR FILLING ABANDONED WELL

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

RE: ABANDONED WELL OWNED BY James Bowie
Shona, Tex.

ROAD.

GENTLEMEN:

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

RESPECTFULLY YOURS,

James Bowie (Inv. by Phone Request)

PRECINCT 1

DATE 12-1-92

APPROVED X REJECTED

Everett Dean
EVERETT DEAN, COUNTY JUDGE

Gaddis Lindsey
GADDIS LINDSEY, COMMISSIONER 1

Tommy Stanley
TOMMY STANLEY, COMMISSIONER 2

David Loyd
DAVID LOYD, COMMISSIONER 3

Tommy Eatherton
TOMMY EATHERTON, COMMISSIONER 4

APPLICATION FOR FILLING ABANDONED WELL

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

RE: ABANDONED WELL OWNED BY Richard Hess
Gardenia ROAD.

GENTLEMEN:

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

RESPECTFULLY YOURS,

James M. East

PRECINCT 2
DATE 12-4-92

APPROVED X REJECTED

Everett Dean
EVERETT DEAN, COUNTY JUDGE

Gaddis Lindsey
GADDIS LINDSEY, COMMISSIONER 1

Tommy Stanley
TOMMY STANLEY, COMMISSIONER 2

David Loyd
DAVID LOYD, COMMISSIONER 3

Tommy Eatherton
TOMMY EATHERTON, COMMISSIONER 4

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT ONE
DATE 12-3-92

Formal notice is hereby given that Stoney Thomas
whose principal address is _____
does propose to place a Culvert
within the ROW of County Road Stoney Road (Lane)
as follows:

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

NAME _____

TITLE _____

ADDRESS _____

Approved

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT Two
DATE 12-4-92

Formal notice is hereby given that Barbara Reynolds
whose principal address is Rt. 2, Box 426 B - Diana Tx 75640
does propose to place a culvert
within the ROW of County Road Windy Street
as follows: (Hickory Hills Addition)

(903) 968-3910

has culvert there, will put up
stakes when called.

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 _____

TITLE _____

ADDRESS _____

Approved

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS , X

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR X

The undersigned Lasco, Inc., hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 1, Upshur County, Texas, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 1, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

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

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

3.
First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing logs from its lands located in Precinct No. 1, Upshur County.

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

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

6.
Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6702-1, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6702-1, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

Party fails to abide by the
Blaine Bellis
 First Party Signature

P.O. Box 1122
Street or Box

Gilmer, TX 75644
City, State and Zip Code

903-843-2457
Telephone

Baird
Timber Tract

December 9, 1992
Date Signed

County Judge

Commissioner 1

Commissioner 2

Commissioner 3

Commissioner 4

Date Signed

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS . X

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR X

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

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

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

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

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

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

6.
Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6702-1, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6702-1, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

Earnest Redfearn
First Party Signature

Rt. 4 Box 380
Street or Box

Texarkana, AR 75502
City, State and Zip Code

501-653-6088
Telephone

International Paper
Timber Tract

December 9, 1992
Date Signed

Permit issued for a period not to exceed 90 days.

[Signature]
County Judge

[Signature]
Commissioner 1

[Signature]
Commissioner 2

[Signature]
Commissioner 3

[Signature]
Commissioner 4

Date Signed

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS . X

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR X

The undersigned Goldston Oil Corp., hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 1, Upshur County, Texas, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 1, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) Pattonfield Rd (Bob O Link)

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 Clay + gravel from its lands located in Precinct No. 1, Upshur County.

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

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

6.
Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6702-1, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6702-1, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

Bobby Reynolds
First Party Signature Bobby Reynolds

County Judge

Goldston Oil Corp.
Street or Box

Commissioner 1

Hampton, TX 77257
City, State and Zip Code

Commissioner 2

Telephone

Commissioner 3

Timber Tract

Commissioner 4

12-4-82
Date Signed

Date Signed

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS . X
COUNTY OF UPSHUR X

KNOW ALL MEN BY THESE PRESENTS

The undersigned Haynes Timber Co., hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 1, Upshur County, Texas, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 1, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) _____
Point Pleasant and Beaman 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. 1, Upshur County.

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

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

6.
Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6702-1, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6702-1, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

Bryan Jackson
First Party Signature

Box 137
Street or Box

Bloomerg, TX 75556
City, State and Zip Code

903-728-5831
Telephone

Timber Tract

November 30, 1992
Date Signed

Permit issued for a period not to exceed 90 days.

[Signature]
County Judge

[Signature]
Commissioner 1

[Signature]
Commissioner 2

[Signature]
Commissioner 3

[Signature]
Commissioner 4

Date Signed

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS . X

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR X

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

1.
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) _____
Spider Lily, Zinna and Hankins Heights

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 1000 from its lands located in Precinct No. 2, Upshur County.

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

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

6.
Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6702-1, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6702-1, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

X Wade Kennedy
First Party Signature

X P.O. Box 243
Street or Box
Blanchburg, TX. 75556
City, State and Zip Code
903-728-5543
Telephone

Timber Tract
11-30-92
Date signed

ons above set forth.

[Signature]
County Judge

[Signature]
Commissioner 1

[Signature]
Commissioner 2

[Signature]
Commissioner 3

[Signature]
Commissioner 4

Date signed _____

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS . X

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR X

The undersigned Jan Vanderwal, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 1, Upshur County, Texas, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 1, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

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

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

3.
First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing logs from its lands located in Precinct No. 1, Upshur County.

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

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

6.
Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6702-1, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6702-1, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

Jan Vanderwal
First Party Signature

215 Goodnight Tr.
Street or Box

Longview, TX 75605
City, State and Zip Code

903-297-0266
Telephone

Lovell
Timber Tract

Dec. 11, 1992
Date Signed

[Signature]
County Judge

[Signature]
Commissioner 1

[Signature]
Commissioner 2

[Signature]
Commissioner 3

[Signature]
Commissioner 4

Date Signed

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS . X

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR X

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

1.

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

2.

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

3.

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

4.

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

5.

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

6.

Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6702-1, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6702-1, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

James Pate
First Party Signature

P.O. Box 163
Street or Box

Bloomburg, TX 75556
City, State and Zip Code

903-728-5876
Telephone

Singleton
Timber Tract

Dec 10, 1992
Date Signed

James P. Pate
County Judge

James P. Pate
Commissioner 1

James P. Pate
Commissioner 2

James P. Pate
Commissioner 3

James P. Pate
Commissioner 4

Date Signed

Permit issued for a period not to exceed 90 days.

TO: PAYROLL DEPARTMENT

VOL 39 PG 860

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

EFFECT 12-7-92
(DATE & TIME)

EMPLOYEE Nancy Thompson (Librarian)

SOCIAL SECURITY NO _____ CLOCK NO _____

THE CHANGE(S)

✓ CHECK ALL APPLICABLE BOXES	FROM	TO
<input type="checkbox"/> DEPARTMENT		
<input type="checkbox"/> JOB		
<input type="checkbox"/> SHIFT		
<input type="checkbox"/> RATE		2.7
<input type="checkbox"/>		\$ 786.65 /mo

REASON FOR THE CHANGE(S)

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

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

☐ OTHER (EXPLAIN) So full empty position / 12 Mark

CHANGE AUTHORIZED BY Joyce Morrison DATE 12-10-92

CHANGE APPROVED BY _____ DATE _____

TO: PAYROLL DEPARTMENT

VOL 39 PG 861

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

EFFECT

12-1-92

(DATE & TIME)

EMPLOYEE

Alice Faye Mathis

SOCIAL SECURITY NO

454-06-0192

CLOCK NO

489

THE CHANGE(S)

<input checked="" type="checkbox"/> CHECK ALL APPLICABLE BOXES	FROM	TO
<input type="checkbox"/> DEPARTMENT		
<input type="checkbox"/> JOB		
<input type="checkbox"/> SHIFT		
<input type="checkbox"/> RATE	<u>4-9</u>	<u>4-10</u>
<input type="checkbox"/>		<u>932.96</u>

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 AUTHORIZED BY

B.D. Green

DATE

120392

CHANGE APPROVED BY

DATE

TO: PAYROLL DEPARTMENT
VOL 39 PG 802

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

EFFECT December 1, 1992
(DATE & TIME)
 EMPLOYEE Paula Whorton (S.O.)
 SOCIAL SECURITY NO _____ CLOCK NO 125

THE CHANGE(S)

<input checked="" type="checkbox"/> CHECK ALL APPLICABLE BOXES	FROM	TO
<input type="checkbox"/> DEPARTMENT		
<input type="checkbox"/> JOB		
<input type="checkbox"/> SHIFT		
<input type="checkbox"/> RATE		
<input type="checkbox"/>		

REASON FOR THE CHANGE(S)

- | | |
|---|--|
| <input type="checkbox"/> HIRED | <input type="checkbox"/> PROBATIONARY PERIOD COMPLETED |
| <input type="checkbox"/> RE-HIRED | <input type="checkbox"/> LENGTH OF SERVICE INCREASE |
| <input type="checkbox"/> PROMOTION | <input type="checkbox"/> RE-EVALUATION OF EXISTING JOB |
| <input type="checkbox"/> DEMOTION | <input type="checkbox"/> RESIGNATION |
| <input type="checkbox"/> TRANSFER | <input type="checkbox"/> RETIREMENT |
| <input type="checkbox"/> MERIT INCREASE | <input type="checkbox"/> LAYOFF |
| <input type="checkbox"/> UNION SCALE | <input type="checkbox"/> DISCHARGE |

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

☒ OTHER (EXPLAIN) Longevity 10 years
\$40/month

CHANGE AUTHORIZED BY Dennis Dick DATE 12-14-92

CHANGE APPROVED BY _____ DATE _____

TO: PAYROLL DEPARTMENT

VOL 39 PG 863

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

EFFECT December 1, 1992
(DATE & TIME)

EMPLOYEE Stanley Jenkins

(Opil)

SOCIAL SECURITY NO

CLOCK NO

313

THE CHANGE(S)

<input checked="" type="checkbox"/> CHECK ALL APPLICABLE BOXES	FROM	TO
<input type="checkbox"/> DEPARTMENT		
<input type="checkbox"/> JOB		
<input type="checkbox"/> SHIFT		
<input type="checkbox"/> RATE		
<input type="checkbox"/>		

REASON FOR THE CHANGE(S)

- | | |
|---|--|
| <input type="checkbox"/> HIRED | <input type="checkbox"/> PROBATIONARY PERIOD COMPLETED |
| <input type="checkbox"/> RE-HIRED | <input type="checkbox"/> LENGTH OF SERVICE INCREASE |
| <input type="checkbox"/> PROMOTION | <input type="checkbox"/> RE-EVALUATION OF EXISTING JOB |
| <input type="checkbox"/> DEMOTION | <input type="checkbox"/> RESIGNATION |
| <input type="checkbox"/> TRANSFER | <input type="checkbox"/> RETIREMENT |
| <input type="checkbox"/> MERIT INCREASE | <input type="checkbox"/> LAYOFF |
| <input type="checkbox"/> UNION SCALE | <input type="checkbox"/> DISCHARGE |

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

☒ OTHER (EXPLAIN) Longevity 10 years \$6.24/month

CHANGE AUTHORIZED BY James Vink DATE 12-14-92

CHANGE APPROVED BY _____ DATE _____

Call Toll Free 1-800-821-3919 For Instant Reservations
or call our regular number (913) 345-2140

If you think the ADA is a
legal nightmare . . .

. . . then the Civil Rights Act of 1991 will really frighten you. The Civil Rights Act of 1991 automatically gives persons with disabilities the right to a trial by jury to settle any claims of intentional discrimination. And with the recent track record of big dollar settlements for plaintiffs, it seems like the deck is already stacked against you. But don't worry, help is on the way . . .

By attending this eye-opening seminar, you'll develop solid legal insight on ADA policies and compliance procedures — information all facilities managers need to avoid costly lawsuits


- ☒ YES! I want to register for The Basics Of Facilities Compliance Under The ADA seminar.
☐ I've already called TOLL FREE 1-800-821-3919 to register.

NAME Ray Roeder
(please type or print)
TITLE UPSHUR County MAINT. Supervisor
BUSINESS OR ORGANIZATION UPSHUR County Courthouse
BUSINESS ADDRESS P.O. Box 730
CITY Gilmer STATE Texas ZIP 75644
BUSINESS PHONE (903) 843-3083

Names of additional attendees

- 1 _____ TITLE _____
2 _____ TITLE _____
(Please list other participants on a supplemental sheet.)

- ☐ My check or purchase order, made out to Keye Productivity Center, is enclosed
☐ Please charge _____ registration(s) to my credit card

☐  ☐  ☐ 
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 Exp

Cardholder's Name _____

Signature _____

Please send me information about becoming a member of the American Management Association YES NO

Thank you for enrolling
Remember, your satisfaction
is guaranteed.

Mail this form and payment to.

KEYE PRODUCTIVITY CENTER
P O Box 27-480
Kansas City, MO 64180

Registration Fee

Registration fee for The Basics Of Facilities Compliance Under The ADA seminar is \$145 for each person. Fee includes all reference materials. Lunch and parking are on your own. Substantial savings for a group when the seminar is held exclusively for your company!

Cancellation Policy:

Registration fee less a \$15 service charge per person will be refunded if cancellation is made more than one week in advance. If less than a week prior to the seminar, a "credit certificate" will be issued, upon request, redeemable as registration fee for any Keye Productivity Center seminar of equal price or as partial registration fee on any higher priced seminar. If the scheduled presenter is not available due to unforeseen circumstances, we reserve the right to schedule another presenter of equal ability and expertise.

We accept registrations irrespective of age, race, sex, creed, national origin, or any other reason. This includes, but is not limited to, admissions, employment and educational services.

© 1992 Keye Productivity Center

Printed in U.S.A.

Tuition: \$145 per person

Please check appropriate city and date:

- | | | |
|---|--------|----------------------------------|
| Albuquerque, NM
Radisson Inn | Feb 10 | KDF3032 <input type="checkbox"/> |
| Austin, TX
Howard Johnson Plaza North | Feb 5 | KDF3029 <input type="checkbox"/> |
| Dallas, TX
Grand Hotel Dallas | Feb 8 | KDF3030 <input type="checkbox"/> |
| El Paso, TX
Westin Paso Del Norte | Feb 9 | KDF3031 <input type="checkbox"/> |
| Houston, TX
Holiday Inn Southwest | Feb 3 | KDF3027 <input type="checkbox"/> |
| New Orleans, LA
Marriott Hotel New Orleans | Feb 2 | KDF3026 <input type="checkbox"/> |
| Phoenix, AZ
(Scottsdale)
Wyndham Paradise Valley Resort | Feb 11 | KDF3033 <input type="checkbox"/> |
| San Antonio, TX
Menger Hotel | Feb 4 | KDF3028 <input type="checkbox"/> |
| Shreveport, LA
Holiday Inn Financial Plaza | Feb 1 | KDF3025 <input type="checkbox"/> |
| Tucson, AZ
Doubletree Hotel Tucson | Feb 12 | KDF3034 <input type="checkbox"/> |



Form 116 DOWNTOWN OFFICE BOX 701 ABILENE TEXAS 79604

VOL 39 PG 865

ADVISE BY OUR NUMBER

108931 -1

INCOMING COLLECTION

2

DESCRIPTION: **EX A. STAY**
COUNTY CLERK
92 DEC 14 1992
UPON COUNTY, TX.

THEIR # BY 3699 DEPUTY THEIR DATE

MAIL TO

- FIRST NATIONAL BANK
- COLL. DEPT.
- P.O. BOX 520
- GILMER, TEXAS 75644

RETURNE
NOV 24 1992
UNPAID

DUE:

11-1-92

AMOUNT:

1,350.00

() YOUR ACCOUNT CREDITED

CHARGES:

5.00

() PAYMENT ENCLOSED

TOTAL:

1,355.00

(✓) RETURNED: **Customer does not own the minerals**

PAYER

-
- SAGRE OIL
- % JORDAN AND MC COLLO,
-

VOL 39 PG 866

FOR COLLECTION ONLY DO NOT
HANDLE AS A CASH ITEM

CUSTOMER'S DRAFT

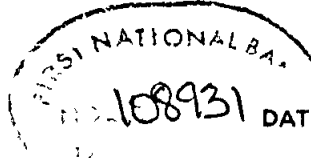
JORDAN & McCOLLUM & ASSOCIATES

P.O. BOX 3779

ABILENE, TEXAS 79604

PAYABLE 10 DAYS FROM DATE PRESENTED
AND SUBJECT TO APPROVAL OF TITLE TO
SAME BY PURCHASER.

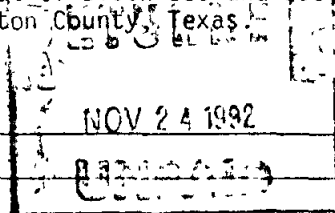
IN CONSIDERATION FOR OIL, GAS
& MINERAL LEASE ATTACHED.:



DATE Nov. 1 19 92

for a 3-year paid up term, and covering 80 net acres out of Block 180 and 190,
Upshur County School Land Survey, Abst. 825, Throckmorton County, Texas.

PAY TO THE ORDER OF Upshur County, Texas
c/o Everett Dean, County Judge
P. O. Box 790
Gilmer, TX 75644



\$ 1,680.00

One thousand, six hundred eighty and no/100-----DOLLARS

TO Sabre Oil & Gas Corporation
c/o Jordan & McCollum & Associates
First National Bank - collections
P. O. Box 701
Abilene, TX 79604

Don Shaffer

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 1st day of November 1992, between
Upshur County, Texas

c/o Everett Dean, County Judge

lessor (whether one or more), whose address is: P. O. Box 790, Gilmer, TX 75644
and Sabre Oil & Gas Corporation, P. O. Box 630672, Houston, TX 77263, lessee, WITNESSETH:
Ten and no/100-----

1. Lessor, in consideration of Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of Lessee hereinafter contained, does hereby grant, lease and let unto Lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Throckmorton State of Texas and is described as follows:

80 acres, more or less, composed of Block 180, containing 40 acres, and Block 190, containing 40 acres, Upshur County School Land Survey, Abstract 825, Throckmorton County, Texas.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 80 acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of three years from the date hereof, hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. As royalty, Lessee covenants and agrees (a) To deliver to the credit of lessor, in the pipe line to which Lessee may connect its wells, the equal one-eighth part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee to pay lessor the average posted market price of such one-eighth part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear one-eighth of the cost of treating oil to render it marketable pipe line oil. (b) To pay lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, one-eighth of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-eighth of such gas and casinghead gas. (c) To pay lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the

First National Bank
Gilmer, Texas, or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that Lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, Lessee may, in lieu of any other method of payment herein provided, pay or tender such shut-in royalty, in the manner above specified either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as Lessee may elect. Any payment hereunder may be made by check or draft of Lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair Lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

4. Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance, provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. Lessee may at any time and from time to time execute and deliver to lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations as to the released acreage or interest.

6. Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.

7. Lessee shall have the use, free from royalty, of water, other than from lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 800 feet to the house or barn now on said land without the consent of the lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.

8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, however effected, shall increase the obligations or diminish the rights of lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof or to or lessor, his successors or assigns, no change or division in the ownership of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by lessor or lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary to establish such change or division, shall occur by reason of the death of the owner, or lessor, or any such change or division, if any such change in ownership occurs by reason of the death of the owner, or lessor, or any such change or division, nevertheless pay or tender such royalties, other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.

9. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. If this lease is cancelled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around such well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations (but not including the acreage to which the operations are to be designated by the governmental agency as practicable in the form of a square centered at the well, or in such shape as their existing spacing rules require) and part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.

10 Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but lessor agrees that lessee shall have the right at any time to pay or reduce same for lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to lessor and/or assigns under this lease if the lessor is not a party to the same. If the lessor is not a party to the same, the amount so paid shall be undivided fee simple estate, whether lessor's interest is herein specified or not), or no interest therein, then the royalties and other monies accruing and to be paid to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the proceeds of the same as provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those persons who are signatories to this lease.

11 If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 8 hereof, and lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of lessee, the primary term hereof shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

UPSHUR COUNTY, TEXAS

By: Everett Dean
Everett Dean, County Judge

STATE OF TEXAS
COUNTY OF UPSHUR

INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared Everett Dean, County Judge of Upshur County, Texas

known to me to be the person whose name is (X) subscribed to the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed for the purposes and consideration therein expressed, and in the capacity of County Judge of Upshur County, Texas.

Given under my hand and seal of office this 2 day of November, 1922.

My Commission Expires
7-28-96

Notary Public in and for the State of Texas
Bobbie JOHNSON
Notary - Printed Name

STATE OF _____
COUNTY OF _____

INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

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

known to me to be the person whose name is (are) subscribed to the foregoing instrument, and acknowledged to me that _____
executed the same as _____ free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 19____.

My Commission Expires _____

Notary Public in and for the State of Texas

Notary & Printed Name

STATE OF _____
COUNTY OF _____

HUSBAND AND WIFE ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

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

~~and~~ husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed

Given under my hand and seal of office this _____ day of _____, 19____

My Commission Expires

Notary Public in and for the State of Texas

Notary: Printed Name

**Producers 88 (7-69)—Paid Up
With \$40 Acres Pooling Provision**

No. _____
Oil, Gas and Mineral Lease

FROM

No. Acres	County

This instrument was filed for record on the _____

day of _____, 19__ at _____

_____ o'clock _____ M., and duly recorded in

Book _____, **Page** _____

of the _____ records of this office.

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By _____ Deputy

When recorded return is

OUND PRINTING & STATIONERY COMPANY
325 FARMER, HOUSTON, TEXAS 77002 (713) 659-3159

ROADWAY OIL COMPANY, INC.

ROAD OIL AND READY MIX

P. O. BOX 203

WINNSBORO, TX. 75404

(914) 696-8933

(903) 342-5336

VOL 39 PG 869

December 10, 1992

Honorable Everett Dean
Upshur County Judge
P. O. Box 730
Gilmer, Texas 75644

Re: Road Oil Bid

Gentlemen:

Our bid for road oil according to the specifications published in your invitation to bid will be \$15.50 per barrel. This price includes delivery to any precinct in Upshur County.

Our bid is based on the price of oil as of today and would be adjusted upwardly or downwardly according to the daily refinery price.

We will appreciate your business and thank you for the opportunity to place our bid with you.

Yours truly,

ROADWAY OIL COMPANY, INC.


Roy Hunt

Encl: Affidavit to Upshur County

AFFIDAVIT TO
UPSHUR COUNTY

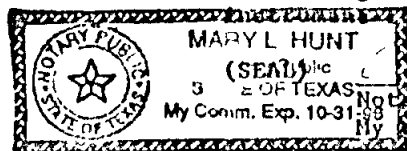
The undersigned, hereby certifies that this Company, Corporation, Firm, Partnership, or Individual has not prepared this bid in collusion with any other seller, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee 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: Roadway Oil Co. Inc.SIGNED BY: Roy Hunt V-Pres.
(sign name in writing) (Title)ADDRESS: P. O. Box 203, Winnsboro, Texas 75494TELEPHONE NUMBER: (903) 342-5336 DATE: 12-10-92

AFFIDAVIT

STATE OF TEXAS
COUNTY OF WOOD

Before me the undersigned authority on this the 10th day of
December, 19 92, personally appeared Roy Hunt
who being duly sworn deposes and says that he signed the above
for the purposes and considerations herein expressed.



Mary L. Hunt
Notary Public in and for Wood County, Texas
My Commission expires 10-31-96

NOTE: Bids not notarized will not be considered.

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: WILSON-RILEY, INC.

SIGNED BY: Lionel Riley President
(sign name in writing) (Title)

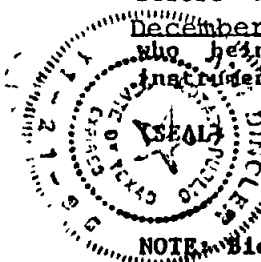
ADDRESS: P. O. BOX 4010, TYLER, TEXAS 75712-4010

TELEPHONE NUMBER: 903-597-5051 DATE: 12/10/92

AFFIDAVIT

STATE OF TEXAS
COUNTY OF

Before me the undersigned authority on this the 10th day of December, 1992, personally appeared Lionel Riley who being duly sworn deposes and says that he signed the above instrument for the purposes and considerations herein expressed.



ANN DINGLER
Notary Public in and for SMITH County, Texas
My commission expires 11/21/96

NOTE: Bids not notarized will not be considered.

COUNTY OF UPSHURSpecifications for Asphalt Base Crude Oil

The following tests and specifications are in accordance with applicable Texas Test Methods or ASTM testing procedures:

<u>Test</u>	<u>Specifications</u>	
	<u>Min.</u>	<u>Max.</u>
Flash Point, C.O.C.F. (ASTM D-92)	300	-
Kinematic Viscosity @ 140F, cst (ASTM D-2170)	-	550
Loss at 212F, 20 gms. 5 hrs., %	-	3.0
Water and Sediment, %	-	2.0
Asphalt Content @ 100 Penetration, @77F, %	65	80
Parafin, %	-	5.0
Sulfur, %	-	5.0

1. Successful bidder's Asphalt Base Crude Oil is subject to visual inspection by the County, prior to or during the "mixing" operation. Should the road oil not meet specifications, Upshur County reserves the right to cancel the contract in case the successful bidder fails to correct the non-compliance with specifications.
2. Bid price should include cost of delivery.

For further information contact:

Upshur County Courthouse
P. O. Box 730
Gilmer, Texas 75644
(903)843-3083 Ext. 35/

Note: For telephone recording announcing the daily Refinery Price for Asphalt Based Crude Oil, call:
(713)656-2400 or (312)856-3114

18.50 F.O.B. TYLER

19.50 Delivered to any road or barn in Upshur County.

We reserve the right to raise or lower the price depending on the posted price for sweet crude in the East Texas Field,

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: BLAZER RESOURCES, INC.

SIGNED BY:

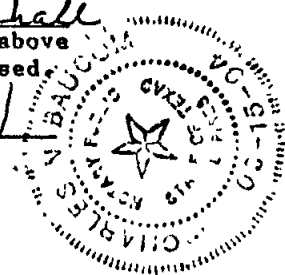
David P. Marshall General Manager
(sign name in writing) (Title)ADDRESS: P. O. BOX 101, LEESBURG, TX.TELEPHONE NUMBER: 903-856-2733 DATE: DECEMBER 14, 1992

AFFIDAVIT

STATE OF TEXAS
COUNTY OF

Before me the undersigned authority on this the 14th day of December, 1992, personally appeared David Marshall who being duly sworn deposes and says that he signed the above instrument for the purposes and considerations herein expressed.

(SEAL)

Charles N. Baucum
Notary Public in and for Camp County, Texas
My commission expires 3-15-94

NOTE: Bids not notarized will not be considered.

COUNTY OF UPSHURSpecifications for Asphalt Base Crude Oil

The following tests and specifications are in accordance with applicable Texas Test Methods or ASTM testing procedures:

<u>Test</u>	<u>Specifications</u>	
	<u>Min.</u>	<u>Max.</u>
Flash Point, C.O.C.F. (ASTM D-92)	300	-
Kinematic Viscosity @ 140F, cst (ASTM D-2170)	-	550
Loss at 212F, 20 gms. 5 hrs., %	-	3.0
Water and Sediment, %	-	2.0
Asphalt Content @ 100 Penetration, @77F, %	65	80
Parafin, %	-	5.0
Sulfur, %	-	5.0

1. Successful bidder's Asphalt Base Crude Oil is subject to visual inspection by the County, prior to or during the "mixing" operation. Should the road oil not meet specifications, Upshur County reserves the right to cancel the contract in case the successful bidder fails to correct the non-compliance with specifications.
2. Bid price should include cost of delivery.

For further information contact:

Upshur County Courthouse
P. O. Box 730
Gilmer, Texas 75644
(903)843-3083 Ext. 35/

Note: For telephone recording announcing the daily Refinery Price for Asphalt Based Crude Oil, call: (713)656-2400 or (312)856-3114

ASPHALT BASED CRUDE OIL DELIVERED : \$18.00 Per Bbl. - All Precincts.
ASPHALT BASED CRUDE OIL PICKED UP AT YARD: \$17.25 Per Bbl. - All Precincts

NOTE: PRICES ARE SUBJECT TO CHANGE ACCORDING TO CURRENT CRUDE OIL PRICES.
A RATE OF \$45.00 PER HOUR WILL BE CHARGED FOR EACH ADDITIONAL HOUR OF TRUCK TIME USED AFTER THE FIRST HOUR OF DELIVERY.

BID SPECIFICATIONS FOR BULK FUEL
UPSHUR COUNTY COURTHOUSE

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REGULAR GASOLINE TO BE OF ADVERTISED BRAND; AND SHALL HAVE A MINIMUM OF 87 OCTANE RM TEST. BID MUST INCLUDE BRAND AND OCTANE OF GASOLINE.

UNLEADED GASOLINE OF ADVERTISED BRAND. BID MUST INCLUDE BRAND SPECIFICATIONS.

DOCK PRICE (JOBBER INVOICE TO BIDDER MUST BE SUBMITTED WITH BID AND AT ANY TIME OF A PRICE CHANGE)

\$ _____

OTHER MANDATORY STATE OR FEDERAL SURCHARGES SUCH AS SARA TAX, LUST TAX, ETC., IF NOT INCLUDED IN THE ABOVE DOCK PRICE, BUT SHOWN AS CHARGED TO THE BIDDER ON JOBBER'S INVOICE.

\$ _____

STATE GASOLINE TAX

\$ _____

FEDERAL GASOLINE TAX

\$ _____

BIDDER'S MARGIN

\$ _____

TOTAL INVOICE PRICE TO COUNTY PER GALLON

\$ _____

PLEASE RETURN AS BID.

Please see attached sheet

Diana Hays

EASYLINK 3067139M001 8DEC92 15:47/15:47 EST
 FROM: 52839261
 CHEVRON USA MARKETING (CRN: MCS INVESTMENTS INC DBA)
 TO: 62851175 VOL 39 PG 876

12/08/92 12:36 PM PAC CHEVRON USA PRODUCTS COMPANY CENTRAL
 TO: CHEVRON JOBBERS

PRICE CHANGE EFFECTIVE ON 12/09/92 FOR BIG SANDY, TX TERM Rack

CHEVRON PLUS U/L GASOLINE	CHANGE .0000	PRICE .5970		
CHEVRON SUPREME U/L GASO	CHANGE .0000	PRICE .6570	.5605	.9015 U
CHEVRON UNLEADED GASOLINE	CHANGE .0000	PRICE .5570	.6005	.9415 +
CHEVRON DIESEL FUEL NO. 2	CHANGE .0100	PRICE .5580	1.6605	1.0015 S
PRICE CHANGE EFFECTIVE ON 12/09/92 FOR DAWSON, TX TERMINAL			.5615	.9625 D

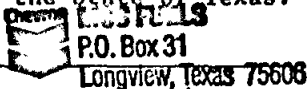
	87 OCTANE UNLEADED	89 OCTANE PLUS	92 OCTANE SUPREME	DIESEL
RACK PRICE	.5570	.5970	.6570	.5580
FEDERAL SUPERFUND	.0035	.0035	.0035	.0035
STATE GROUNDWATER	.0058	.0058	.0058	.0058
STATE TAX	.20	.20	.20	N/A
FEDERAL TAX	N/A	N/A	N/A	N/A
FREIGHT & MARGIN	.0607	.0607	.0607	.0607
TOTALS	.827	.867	.927	.628

* NOTE: MINIMUM ORDER IS 2800 GALLONS PER DELIVERY,
 MAY BE PART GAS, PART DIESEL

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: _____


P.O. Box 31
Longview, Texas 75608

SIGNED BY: _____

(sign name in writing)

(Title)

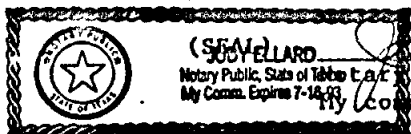
ADDRESS: _____

TELEPHONE NUMBER: 903-753-3304 DATE: 12-11-92

AFFIDAVIT

STATE OF TEXAS
COUNTY OF _____

Before me the undersigned authority on this the 11 day of December, 1992, personally appeared Steven Hays who being duly sworn deposes and says that he signed the above instrument for the purposes and considerations herein expressed.



(SEVERAL) Steven Hays
Notary Public, State of Texas
My Comm. Expires 7-16-93
Public in and for Gregg County, Texas
My Commission expires 7-16-93

NOTE: Bids not notarized will not be considered.

B U D G E T A M E N D M E N T S

THE ATTACHED BUDGET AMENDMENTS WERE APPROVED IN COMMISSIONER'S
COURT ON THE 14th DAY OF December 1992

THESE AMENDMENTS ARE FOR THE FOLLOWING DEPARTMENTS:


EVERETT DEAN, COUNTY JUDGE


GADDIS LINDSEY, COMMISSIONER PCT. #1


TOMMY STANLEY, COMMISSIONER PCT. #2


DAVID LOYD, COMMISSIONER PCT. #3


TOMMY EATHERTON, COMMISSIONER PCT. #4

ATTEST:

REX SHAW, COUNTY CLERK

FILED
REX SHAW
COUNTY CLERK
92 DEC 14 AM 10:59
BY _____
DEPUTY

B U D G E T A M E N D M E N T

DATE:

HONORABLE COMMISSIONERS COURT OF UPSHUR COUNTY:

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

FUND	DEPT.	FROM #	TO#	AMOUNT
10	401	3030 230	1300	85
			4495	145 00
10	410	4335 115	4470	115.
10	426	4145 170	4135	167
10	451	4480 75	4505	75
10	499	3030 130	4495	130
10	554	4230 6	3010	6
10	560	3200 2719.	3380	100
				2719
10	570	4495 283	4410	283
10	409	4630 35	4865	35

APPROVED COMMISSIONERS COURT

EVERETT DEAN, COUNTY JUDGE-----
COMMISSIONER PCT. #2-----
COMMISSIONER PCT. #4

ATTEST COUNTY CLERK

COMMISSIONER PCT. #1-----
COMMISSIONER PCT. #3-----
REX SHAW, COUNTY CLERK

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B U D G E T A M E N D M E N T

DATE:

HONORABLE COMMISSIONERS COURT OF UPSHUR COUNTY:

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

FUND	DEPT.	FROM #	TO#	AMOUNT
10	665	3070 10	4600	10 ⁰⁰
15	611	5600 12,000	8000	12,000
		4470 100	4520	100

APPROVED COMMISSIONERS COURT

EVERETT DEAN, COUNTY JUDGE

COMMISSIONER PCT. #2

COMMISSIONER PCT. #4

ATTEST COUNTY CLERK

COMMISSIONER PCT. #1

COMMISSIONER PCT. #3

REX SHAW, COUNTY CLERK

Texas County and District Retirement System

Exhibit A

UPSHUR COUNTY — 329

**Annually Determined Contribution Rate (ADCR) Plan Study
for a Subdivision Previously Adopting the ADCR Plan**

Effective Date — January 1, 1993

BASIC RETIREMENT PLANS		Present Plan	ADCR Plan 1 ⁽²⁾	ADCR Plan 2 ⁽³⁾	ADCR Plan 3	ADCR Plan 4
Plan Provisions	Employee Deposit Rate	7%	7%	7%		
	Current Service Credit Percentage (Ratio)	225% (2.25/1)	225% (2.25/1)	250% (2.50/1)		
	Prior Service Credit Percentage	160%	160%	175%		
	Vesting Provision	10 Years	10 Years	10 Years		
	Vested Survivor Death Benefit	Yes	Yes	Yes		
1993 Employer Contribution Rate	Normal Cost Contribution Rate	5.86% ⁽¹⁾	5.86%	6.46%		
	Unfunded Actuarial Liability Rate (UALCR)	1.64 ⁽¹⁾	1.80	2.30		
	Total Employer Contribution Rate for 1993	7.50% ⁽¹⁾	7.46%	8.76%		
Benefit Credits as a Percent of Pay (Increase)	Current Service through 1992	22.75%	22.75% (0%)	24.50% (8%)		
	Current Service after 1992	22.75%	22.75% (0%)	24.50% (8%)		
	Prior Service	16.00%	16.00% (0%)	17.50% (9%)		
Funding Position	Actuarial Liability	\$4,243,442	\$4,243,442	\$4,481,548		
	Less: Assets	3,629,732	3,629,732	3,629,732		
	Unfunded Amount (to be Amortized)	\$613,710	\$613,710	\$851,816		
	Amortization Period in years	24.0 Years	25 Years	25 Years		
	Ratio of Assets to Actuarial Liability	0.86	0.86	0.81		

AD HOC COST-OF-LIVING (COLA) ANNUITY INCREASES		Option A	Option B	Option C	Option D	Option E	Option F
Increases as a Percentage of the Consumer Price Index		70%	80%				
Additions to the	Employer Contribution Rate (UALCR)	0.01%	0.06%				
	Actuarial Liability (and Unfunded Amount)	\$3,131	\$21,012				

⁽¹⁾ For comparison, the total employer contribution rate for 1992 under the Present Plan is 7.58% which is the sum of the Normal Cost Contribution Rate of 5.92% and the Unfunded Actuarial Liability Contribution Rate (UALCR) of 1.66%.

⁽²⁾ Plan 1, which continues existing benefit levels, can be adopted in conjunction with the authorization of an ad hoc cost-of-living (COLA) annuity increase; consequently, the employer contribution rate for this alternative would be increased by the additional employer contribution rate associated with the level of the 1993 COLA authorized for retired member benefits from among the options available in the above Ad Hoc Cost-of-Living (COLA) Annuity Increases schedule.

⁽³⁾ Ad Hoc Annuity Increase Option B can not be adopted with this ADCR plan due to the maximum initial employer contribution rate of 8.80%.

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TEXAS COUNTY AND DISTRICT RETIREMENT SYSTEM
SUGGESTED FORM OF COMMISSIONERS COURT ORDER ADOPTING
THE ANNUALLY DETERMINED CONTRIBUTION RATE PLAN

THE STATE OF TEXAS §

COUNTY OF UPSHUR §

On this the 14th day of DECEMBER, 19 92, the Commissioners Court of
UPSHUR County, Texas was convened in REGULAR session of said Court
with the following members present, to wit:

EVERETT DEAN, County Judge
GADDIS LINDSEY, Commissioner, Precinct #1
TOMMY STANLEY, Commissioner, Precinct #2
DAVID LOYD, Commissioner, Precinct #3
TOMMY EATHERTON, Commissioner, Precinct #4
REX A. SHAW, County Clerk

and at such session, among other proceedings had, the following order was passed:

"Whereas, by virtue of an order of the Commissioners Court of UPSHUR County,
Texas, said County (hereinafter called "the County") became a participating subdivision in the Texas County and District
Retirement System (hereinafter called "TCDRS" or "System") effective on the first day of JANUARY, 19 68;
and

Whereas, under the plan heretofore adopted, finding contributions by the employer-county are a fixed
rate of the compensation paid monthly to employee members, with no reduction in contributions permitted in event
of favorable actuarial experience, and no increase allowed for unfavorable experience; and

Whereas, the TCDRS Act (Subtitle F of Title 8, Government Code) now authorizes the governing body
of a participating subdivision to adopt the "Annually Determined Contribution Rate Plan" provided for in Subchapter
H of Chapter 844, of said Code, under which plan the employer's cost of employee benefits selected by the governing
body is to be funded over a period of twenty-five years by monthly contributions made by the employer-county at
such rate or percentage of the compensation paid to its employee-members, as is annually determined, from year
to year, by the actuary for the System, and approved by the Board of Trustees of the System; and

Whereas, the Commissioners Court has determined, and hereby determines, that it is in the public interest
that the plan provisions of the "Annually Determined Contribution Rate Plan" be adopted by the County, it is accordingly,

ORDERED BY THE COMMISSIONERS COURT OF UPSHUR County, Texas

I. ADOPTION OF ADCR PLAN. Pursuant to the provisions of Subtitle F, Title 8, Government Code, as
amended (hereinafter called the "TCDRS Act"), the County hereby makes the plan selections authorized by Subchapter
H of Chapter 844 of the said TCDRS Act, and, effective January 1, 1993, adopts the plan provisions of the Annually
Determined Contribution Rate Plan provided for in said Subchapter H.

II. EMPLOYEE DEPOSIT RATE. For each payroll period from and after the 1st day of January, 1993, member
deposits of each employee of the County shall be made to the Texas County and District Retirement System at the

rate of 7 per centum (7%)¹ of compensation; and such deposits shall be withheld by the COUNTY TREASURER (Payroll Officer) and transmitted to the System for deposit to the individual account of the employee as provided in Sections 845.402 and 845.403 of the TCDRS Act.

III. CURRENT SERVICE CREDIT PERCENTAGE. For service performed for the County from and after January 1, 1993 each TCDRS member shall be allowed "multiple-matching credit" which when added to the rate employed in determining the "current service credit" allowable to the member under Section 843.403 of the TCDRS Act, will total 225%² of the member's deposits. Current Service Credit for periods ending prior to January 1, 1993 shall be at the greater of the rate currently in effect December 31, 1992, or the rate to become effective January 1, 1993.

IV. PRIOR SERVICE CREDIT PERCENTAGE. Allocated (special) prior service credits heretofore allowed to any member by the County and in effect December 31, 1992, shall be recomputed at 160%³ of the maximum (special) prior service credit of each member affected.

V. OPTIONAL BENEFITS ELIGIBILITY PLAN. If not already adopted, by this order the County hereby adopts the Optional Benefit Eligibility Plan described in Section 844.207 of the TCDRS Act.

VI. SELECTION AND ADOPTION OF OTHER CREDITS AND BENEFITS. Pursuant to Section 844.704 of the TCDRS Act, the County selects and adopts and allows the following additional rights, credits and benefits, effective January 1, 1993:

1. Prior Service Credit for Military Service Under Section 843.202. Prior service credit (not exceeding 36 months total) shall be, and is hereby, allowed under Section 843.202 for active service in the armed forces of the United States performed by a TCDRS member of the County under the following conditions, viz.:

- (a) Such service was performed prior to date of the County's participation in Texas County and District Retirement System.
- (b) Such service was performed during a time that the United States was involved in organized conflict with foreign forces, whether in a formal state of war or police action;
- (c) Such person was an employee of the County immediately prior to the beginning of such service in the armed forces, entered such military service without intervening employment, and returned to employment of the County within one hundred eighty (180) days following his discharge or release from active duty with the armed forces; and,
- (d) Such person has not heretofore been allowed credit for any part of such military service.

¹Four, five, six or seven percent.

²The percentage may be 100%, 125%, 150%, 175%, 200%, 225% or 250%.

³Must be a multiple of 5%; may be the same as, but cannot be a lesser percentage than the percentage heretofore adopted by the County.

2. Current Service Credit for Military Service Under Section 843.601. Any person who on or after January 1, 1993, is a TCDRS member of the County and who was a member of the military service of the United States during the period from April 6, 1917, to November 11, 1919; or from October 16, 1940, to October 31, 1974; or from August 2, 1990, to March 31, 1992, and who otherwise qualifies under the requirements of Section 843.601 of the TCDRS Act, shall be granted current service credit and multiple matching credit for each month of such military service (not exceeding the limits prescribed in said Act) for which such member makes application and makes deposits in the manner prescribed by said Act.

3. Optional Benefit for Surviving Beneficiary of Vested Member Under Section 844.209.

- (a) If a member, who has the credited service required under Section 844.209 of the TCDRS Act, shall die before becoming eligible for service retirement and leaves surviving a person whom the member has designated as beneficiary entitled to payment of the member's accumulated contributions in the event of the member's death before retirement, the designated beneficiary may by written notice filed with the System elect to leave the accumulated deposits on deposit with the System subject to the terms and conditions of said Section 844.209(b). If the accumulated deposits have not been withdrawn before such time as the member, if living, would have become entitled to service retirement, the surviving beneficiary may elect to receive, in lieu of the accumulated deposits, an annuity payable monthly thereafter during the lifetime of the designated beneficiary in such amount as would have been payable had the member lived and retired at that date under a joint and survivor annuity (Option #1) payable during the lifetime of the member and continuing thereafter during the lifetime of the surviving beneficiary.
- (b) At any time before payment of the first monthly benefit of the Option #1 annuity, a surviving beneficiary to whom this subsection applies may, upon written application filed with the System, receive payment of the accumulated contributions standing to the account of the member in lieu of any benefits otherwise payable under this section. In the event such a surviving beneficiary shall die before payment of the first monthly benefit of the Option #1 annuity allowed under this section, the accumulated contributions credited to the account of the member shall be paid to the estate of such beneficiary.

4. Increases In Existing Annuities Under Section 844.208.

- (a) On terms and conditions set out in Section 844.208 of the TCDRS Act, the County hereby elects to allow and to provide for payment of the increases below stated in monthly benefits payable by the System after January 1, 1993, to retired employees and to beneficiaries of deceased retired employees of the County under current service annuities and prior service annuities arising from service by such employees to the County. An annuity increased under this subsection

of this order replaces any annuity or increased annuity previously granted to the same person.

- (b) The amount of the annuity increase under this order is computed as: (i) the sum of the basic and supplemental annuities on the effective date of retirement of the person on whose service the annuities are based, multiplied by 80%⁴ of the percentage change in the Consumer Price Index for All Urban Consumers, from December of the year immediately preceding the effective date of the person's retirement to the December that is 13 months before the effective date of this order; (ii) less the sum by which the amount of this annuity has previously been increased.
- (c) An increase in an annuity that was reduced because of an option selection is reducible in the same proportion and in the same manner that the original annuity was reduced.
- (d) If a computation hereunder does not result in an increase in the amount of the annuity, the amount of the annuity will not be changed hereunder.
- (e) The amount by which an increase under this subsection of this order exceeds all previously granted increases to an annuitant is an obligation of the County and of its account in the Subdivision Accumulation Fund of the System.

5. Reinstatement ("Buy-Back") of Previously Forfeited Service Credit Under Section 843 003.

Effective January 1, 1993, any employee-member of the County who has terminated a previous membership in TCDRS by withdrawal of deposits while absent from service and,

- (a) who at date of this order has reestablished membership in said System, and
- (b) who as an employee of the County has performed, or hereafter shall have performed, twenty-four consecutive months of credited service subsequent to the date of reestablishment of membership in the System,

shall be allowed to deposit with the System in a lump sum an amount equal to the deposits made by the member while an employee of the County plus interest credited thereon by the System prior to such withdrawal, plus a withdrawal charge of five percent (5%) of such amount for each year from date of such withdrawal to date of redeposit, and thereupon such member shall be allowed credit for all service which such member rendered as an employee of the County and for which the member had been entitled to credited service prior to the date of termination of the earlier membership. The County agrees to underwrite and hereby assumes the obligations arising out of the granting of all such restored credits, and agrees that all such obligations and reserves required to provide such credits shall be charged to the County's account in the Subdivision Accumulation Fund. The five percent (5%) per annum withdrawal charge paid by the member shall be deposited to the credit of the County's account in said Subdivision Accumulation Fund; and the deposits of the amount previously withdrawn by the member shall be credited to his individual account in the Employees Saving Fund of the System.

⁴The percentage may be 30, 40, 50, 60, 70, or 80%.

VII. EMPLOYER CONTRIBUTION RATE. The County hereby undertakes to make monthly normal contributions and prior service contributions to the System at the annual rates determined from year to year by the actuary of the System, and approved by the Board of Trustees as provided by Subchapter H of Chapter 844 of the TCDRS Act; such rates (excluding those for "picked-up" contributions under Section 845.403(l) of the TCDRS Act and those, if any, to the Supplemental Death Benefits Fund) not to exceed the maximum prescribed by Section 844.703(c) of said Act, and to total 7.52 percent (7.52 %) for the year 1993

VIII. OTHER PARTICIPATION PROVISIONS CONTINUED. Except as modified by this order, the orders heretofore adopted by the governing body relating to participation of the County in the System and in effect on December 31, 1992, are continued in effect.

The above order being read, it was moved and seconded that the same do pass and be adopted.

Thereupon, the question being put, the following members voted Aye: EVERETT DEAN

GADDIS LINDSEY

TOMMY L. STANLEY

DAVID LOYD

TOMMY EATHERTON

and _____; and the following voted

No: NONE

Whereupon, the order was declared adopted.

Witness our hands officially on this 14TH day of DECEMBER, 1992.

Everett Dean
County Judge

Gaddis Lindsey
Commissioner, Precinct #1

Tommy L. Stanley
Commissioner, Precinct #2

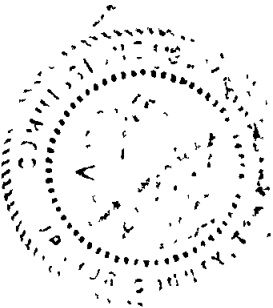
David Loyd
Commissioner, Precinct #3

Tommy Eatherton
Commissioner, Precinct #4

Attest:

Reg. Shaw
County Clerk and Ex-Officio
Clerk of the Commissioners Court,

UPSHUR County, Texas



UPSHUR COUNTY TREASURER'S MONTHLY REPORT
AND COMMISSIONERS COURT AFFIDAVIT

NOVEMBER 1, 1992 THROUGH NOVEMBER 30, 1992

	BEGINNING BALANCE	REVENUES	DISBURSEMENTS	ENDING BALANCE	DEMAND BALANCE	TIME DEPOSITS	TOTAL DEPOSITS
OPERATING ACCOUNT	2,251,648.70	439,887.81	409,153.89	2,282,382.62	257,382.62	2,025,000.00	2,282,382.62
OPERATING '90' AVAILABLE SCHOOL	169,243.56	6,048.68	0.00	175,292.24	6,237.57	169,054.67	175,292.24
OPERATING '89' PERMANENT SCHOOL	965,448.40	1,124.86	0.00	966,573.26	6,570.67	960,002.59	966,573.26
INSURANCE ACCOUNT	332,447.84	66,556.35	49,933.54	349,070.65	23,070.65	326,000.00	349,070.65
PAYROLL CLEARING	50.00	1,690.22	1,690.22	50.00	50.00	0.00	50.00
TOTALS	3,718,838.50	515,307.92	460,777.65	3,773,368.77	293,311.51	3,480,057.26	3,773,368.77

INDEBTEDNESS

1977 CERTIFICATES OF OBLIGATION	224,000.00
1985-A CERTIFICATES OF OBLIGATION	300,000.00
1987 CERTIFICATES OF OBLIGATION	175,000.00
1991 CERTIFICATES OF OBLIGATION	1,995,000.00
OTHER INDEBTEDNESS	105,276.40

AFFIDAVIT

The above information is found to be true and correct.

Everett Dean
County Judge, Everett Dean

Gaddis Lindsey
Commissioner, Pct. #1, Gaddis Lindsey

Tommy Stanley
Commissioner, Pct. #2, Tommy Stanley

David Lloyd
Commissioner, Pct. #3, David Lloyd

Tommy Eather
Comm Pct. 4 Tommy Eather



UPSHUR COUNTY COMMISSIONERS COURT
GILMER, TEXAS

1993 HOLIDAYS

NEW YEAR'S DAY	FRIDAY	JANUARY 1
M. L. KING'S BRITHDAY	MONDAY	JANUARY 18
PRESIDENT'S DAY	MONDAY	FEBRUARY 15
GOOD FRIDAY	FRIDAY	APRIL 9.
MEMORIAL DAY	MONDAY	MAY 31
INDEPENDENCE DAY	MONDAY	JULY 5
LABOR DAY	MONDAY	SEPTEMBER 6
YAMBOREE	THURSDAY & FRIDAY	OCTOBER 21-22
THANKSGIVING	THURSDAY & FRIDAY	NOVEMBER 25-26
CHRISTMAS	FRIDAY	DECEMBER 24

**RESOLUTION OF PARTICIPATION
IN 1993 PERFORMANCE REWARDS PROGRAM**

Whereas the commissioners court of this county has been made aware our county is eligible to participate in and receive 1993 Performance Rewards Program funds from the Texas Department of Criminal Justice - Community Justice Assistance Division;

Whereas the commissioners court of this county wishes to participate in and receive 1993 Performance Rewards Program funds from the Texas Department of Criminal Justice - Community Justice Assistance Division to financially support programs which address the community corrections and criminal justice needs within our county;

Now therefore be it resolved, the commissioners court of this county agrees to participate in the 1993 Performance Rewards Program under the rules of the 1993 Performance Rewards Program as promulgated by the Texas Board of Criminal Justice and hereby names Donna Flippo as the chief fiscal officer for the county to oversee the financial records of the county with respect to the 1993 Performance Rewards Program. Attached to this resolution is the full name, title, mailing address and telephone number of the designated chief fiscal officer named in this resolution.

Adopted this 14 day of Dec., 1992

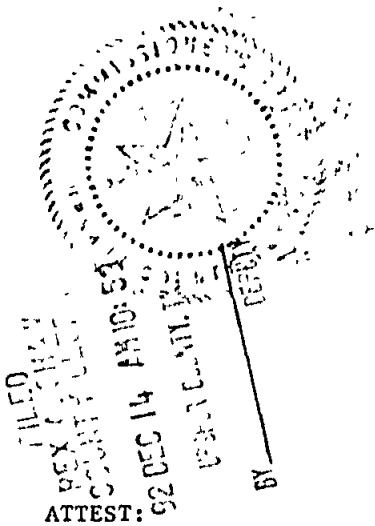
Everett Dean
Everett Dean, County Judge

Gaddis Lindsey
Commissioner, Precinct 1

Tommy D. Stanley
Commissioner, Precinct 2

David D. Ryz
Commissioner, Precinct 3

Tommy L. Lethel
Commissioner, Precinct 4



Ray Brown
Upshur County Clerk

PROGRAM PROPOSAL

PROGRAM TITLE: Contract Services for Residential Treatment

PROGRAM TYPE: Enhanced

PRIORITY IN PLAN: Third

FUNDING SOURCE: PRP

AGENCY: Community Supervision and Corrections Department
Serving Upshur and Marion Counties

PROJECT/PROGRAM MANAGER: Jo Ann Stocks, Chief Probation
Officer and/or assigned staff

PROBLEM OR CONDITION TO BE ADDRESSED

Chemical dependency is a common factor among those offenders granted probation, the jail inmate population, and the direct commitments to ID-TDCJ. Criminal justice agencies in the jurisdiction agree that drug offenses and drug related offenses are increasing. FY92 demographics that would indicate the seriousness of the problem are:

- of Upshur County's 29 direct commitments to ID-TDCJ, 12 were for drug offenses and another 7 were either drug related or identified as having drug/alcohol problems (66%)
- of Marion County's 19 direct commitments to ID-TDCJ, 8 were for drug offenses and another 4 were either drug related or identified as having drug/alcohol problems (63%)
- of the direct supervision caseload in Upshur County, 87 of 162 felonies (54%) and 97 of 164 misdemeanors (59%) are drug/alcohol offenders
- of the direct supervision caseload in Marion County, 23 of 57 felonies (41%) and 46 of 57 misdemeanors (81%) are drug/alcohol offenders
- of the 18 felony revocations in Upshur County, 12 were drug/alcohol or drug/alcohol related offenses and 15 of 26 misdemeanors were drug/alcohol or related offenses
- of the 6 felony revocations in Marion County, 4 were drug/alcohol or related offenses and 2 of the 4 misdemeanors were alcohol offenses

If probation is to significantly impact the jail and prison over crowding, residential treatment programs are needed to address the needs of those high risk, chemically

dependent offenders who require more outpatient services.

PROGRAM DESCRIPTION/PURPOSE

Residential treatment services have been provided for those offenders who have been identified as having serious alcohol/drug problems. The identification process includes the offender's own admission and request for treatment, the Risk/Needs score used for case classification purposes, the SASSI instrument, the Mortimer-Filkins instrument, positive drug screens, or an evaluation from an outside agency. Offenders may also be required to enter a residential treatment facility by the Court as a condition of probation or condition of bond release.

Contracts are already in place with facilities that have intensive residential treatment programs for offenders who suffer from chemical dependency. The department has already increased the number of contract agencies for services in order to ensure appropriate and available programs to meet client needs. The programs provide twenty-four hour care and address the needs of the dependent person. Program services include: individual, group, and family counseling; developing coping skills; developing interpersonal skills; education; 24 hour care; relapse prevention; anger and grief loss; self-esteem; employment; and aftercare. Participation in residential treatment programs is an alternative sanction for the courts for those offenders who have chemical dependency problems.

During the period February through December, 1992, Upshur County referred 8 felony and 2 misdemeanor offenders for residential treatment of which 7 were in lieu of revocation of probation. Marion County referred 4 felony and 3 misdemeanor offenders in residential treatment all of whom were in lieu of revocation of probation. The program capacity at any given time is limited only by available beds at the treatment facilities and available funds. The program will serve Upshur and Marion Counties and is expected to serve 12-15 offenders in each County. It is anticipated that of the number served at least 10 offenders in each county (a total of 20) will be diversions from jail or ID-TDCJ. There is no anticipated policy decisions as a result of this program. Contracts are already in place and there are no proposed new contracts.

TARGET POPULATION

There is a legal requirement that 25% of the Performance Rewards funding be expended on substance abuse prevention and

treatment programs. This program fulfills that requirement.

The revocation offender profile revealed that:

- in Marion County 4 of the 6 felony and 2 of the 4 misdemeanor revocations had identified drug/alcohol problems;
- in Upshur County, 12 of the 18 felony and 15 of the 26 misdemeanor revocations had identified drug/alcohol problems.

The profile of the offenders who were direct court commitments revealed that:

- in Marion County of 12 of the 19 commitments were drug offenses with another 4 being drug/alcohol related;
- in Upshur County 12 of the 29 commitments were for drug offense with another 7 being drug/alcohol related.

The program will target those offenders who:

- have been identified as having a serious chemical dependency problem and who have demonstrated an inability to carry out day-to-day living activities,
- has as a condition of probation that they enter a residential treatment facility,
- have violated their conditions of probation as a result of drug/alcohol problems
- in lieu of revocation of probation and would have been sentenced to a jail or ID-TDCJ.
- continue to have positive urine drug tests after referrals to AA, NA, outpatient counseling, etc,

This program will serve those offenders who fit the revocation and direct commitment profile.

PROPOSED OUTCOMES

1. Provide treatment for 12-15 targeted offenders, in each county, who are in need of intensive residential care. (24-30 total)
2. Assist supervision officers in developing a supervision plan after treatment that will assist the offender to remain chemical free. (24-30)
3. Responsible behavior and increased employment of those who successfully complete the program as a result of being sober.
4. Reduction in the number of commitments to prison or jail because of substance abuse. (20)
5. Decrease in the number of positive drug screens by at least 10%.
6. It is anticipated that recidivism will be reduced by 10%.

PROGRAM IMPLEMENTATION

We currently have contracts for residential treatment facilities and we expect to continue the program with available funding. We have contracted for services with County Rehabilitation Center in Smith County; Green Villa in Hunt County; and the Sabine Valley MHMR Residential Services. These facilities are available to both Upshur and Marion Counties. Referrals will be made by supervising officers based upon the needs of the offender. Offenders who do not successfully complete the program will be referred to the Court for disposition.

EVALUATION DESIGN

The effectiveness of treatment programs can be measured by the number of those referred who successfully complete the program and who do not relapse. Of the 10 referrals by Upshur County in 1992, one has had a positive drug screen after completing treatment. In Marion County, one of the 7 who completed treatment, has started an NA group in that County. Those offenders who have successfully completed the program will be monitored for positive/negative drug screens on a weekly basis for at least 2-3 months, and then on a random basis. Supervising officers will provide information to the chief probation officer on those offenders who have successfully completed the program as to aftercare, employment, compliance, results of drug testing, if/when assigned a lower level of supervision as a result of achieving and maintaining responsible behavior, or if an administrative inquiry or motion to revoke is necessary because of noncompliance.

.. PROGRAM PROPOSAL

PROGRAM TITLE: Intervention Programs

PROGRAM TYPE: Enhanced

PRIORITY IN PLAN: Fifth

FUNDING SOURCE: PRP

AGENCY: Community Supervision and Corrections Department
Serving Upshur and Marion Counties

PROJECT/PROGRAM MANAGER: Jo Ann Stocks, Chief Probation
Officer and/or assigned staff

PROBLEM OR CONDITION TO BE CHANGED

Drug and alcohol abuse are pressing problems in Upshur County with 12 of the 18 felony revocations and 15 of the 26 misdemeanor revocations being drug/alcohol offenses. Over half of the direct supervision caseload either has been identified as having a drug/alcohol problem or is a drug/alcohol offense. Nineteen of the 29 court direct commitments in Upshur County were for drug/alcohol offenses or drug/alcohol related offenses. Substance abuse offenders have a multitude of needs which need to be addressed if they are to make better choices and achieve a more productive lifestyle. However, all substance abuse offenders do not need residential treatment.

The CSCD Department needs programs that addresses drug/alcohol abuse, parenting skills, coping skills, lifeskills, and employment. Courts are more willing to release offenders on probation or bond if programs are available for offenders. Intervention programs will impact the number of repeat offenders and the number of revocations thereby reducing jail and prison commitments.

PROGRAM DESCRIPTION

Offenders who have identified problems but do not fit the criteria for intensive residential treatment will be referred to this program. The case classification system Risk/Needs score, the SASSI instrument, the Mortimer-Filkins instrument, the client's own admission of substance abuse or request for help, positive drug screens, conditions of

probation, and evaluations from outside agencies may be used as basis for referrals. Programs will utilize the services of certified counselors and will be structured to deal with the physiological and psychological issues of drug and alcohol, parenting, lifeskills, and employment. Programs will deal with the repeat offender, address the needs of all substance abusing probationers, and provide individual counseling as needed. Issues addressed by the programs includes:

1) stopping alcohol/drug abuse, 2) improving self-esteem, 3) solving problems and managing stress, 4) increasing self-control, 5) building a positive attitude, 6) changing your life and stop breaking the law, 7) job applications and interviewing skills. Programs will be provided that addresses issues for women, a group for men, parents anonymous, employment orientation, and intensive group sessions for repeat offenders.

For effectiveness the women's and men's counseling groups will be limited to 10-12 at any one given time. Individual counseling sessions provided will not be limited but will be available to those in need. It is anticipated the programs will serve 75-80 people annually and will serve the Upshur County CSCD department. There is no anticipated policy decisions as a result of these programs nor are there any pending contracts.

TARGET POPULATION

Programs will serve those offenders who have documentable drug and alcohol abuse problems, have employment problems or are unemployed, have family/marital problems, and lack coping and life skills. Referrals may be by probation officers or by the court as a condition of probation. All repeat DWI misdemeanor and felony offenders, identified drug offenders, offenders who have serious marital and family problems, and offenders who are unemployed, under-employed, or having employment problems will be referred to the appropriate program.

Upshur County had 18 felony revocations in FY92, of which 13 were unemployed and 12 were drug/alcohol or related offenses. Twelve of the 26 misdemeanor revocations were unemployed and 15 were identified as having drug/alcohol offenses or related offenses. The programs will target those offenders who as a result of their offense or subsequent behavior may be sentenced to jail or prison, thereby impacting commitments.

PROPOSED OUTCOMES

It is anticipated the programs will serve 75-80 offenders during FY93 and that: 60-70 participants will successfully complete the program; 45-50 will become employed; and revocations will be reduced by at least 20%. Offenders will learn alternative and positive choices that will result in lower levels of supervision and fewer positive urine tests. Positive behavior and increased employment of the offenders will have a positive impact in the community as well as enhance community safety.

The group that address women's issues and the parenting group have already started and meets weekly. The women's group has eight women enrolled. Approximately 12-15 participants have been to the parenting group. Facilities have been secured for the programs and some films and educational materials have been purchased. Selected personnel have been provided training to implement the intensive intervention group that will be required by law effective in 1993. We anticipate beginning the intensive intervention group and the group counseling for men in January, 1993. The program to address employment problems will begin in February, 1993.

EVALUATION

The program will be evaluated by the number of participants referred and successfully completing the program; the number who had positive/negative urine drug tests; the number who have repeat offenses; the number of those who become employed as a result of the program; and the number of revocations filed. Assigned lower levels of supervision for those who participated in the program will indicate the effectiveness of the programs. Class rosters will provide data that reflects enrollment, attendance, completion of the program, and progress. Program facilitators will provide required information at the request of the chief probation officer or supervising officers as needed. Any noncompliance will be referred to the court for disposition.



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

RESOLUTION BY THE COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS OPPOSING THE LOWERING OF DWI FELONIES TO A MISDEMEANOR.

WHEREAS, the Commissioners Court of Upshur County believes that the general public is aware of the dangers of driving while drinking and that is an informed choice; and

WHEREAS, when a person makes this choice they must be accountable for the consequences; and

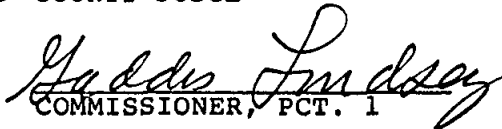
WHEREAS, those consequences often result in death, and the lives of innocent families and friends are changed forever;

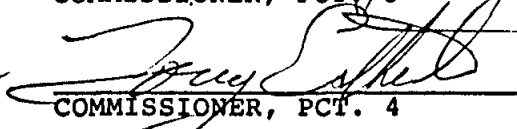
NOW, THEREFORE BE IT RESOLVED, by the Commissioners Court of Upshur County, Texas that we oppose the attempt of the Punishment Standards Commission to weaken the DWI laws, by lowering a DWI felony to a misdemeanor.

PASSED AND APPROVED, this the 14th day of December, 1992.


COUNTY JUDGE


COMMISSIONER, PCT. 3


COMMISSIONER, PCT. 1


COMMISSIONER, PCT. 4


COMMISSIONER, PCT. 2

Date: 12-14-92

**COMMISSIONER COURT
ATTENDANCE SHEET**

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