



35 PG 91
VOL 35 PG 91

UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

2-26-90

Commissioners Court met in special session with all members present.

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

Motion by David Loyd seconded by Bill Loggins to approve the payroll changes of the following: Ronald Benge, Kenneth Mayfield, Selton R. Norman, Robert Cromley and Shaunda Webb. Motion carried, copy attached.

Malcolm Smith met with the court to discuss the Upshur County Library Board members due for re-appointment. Motion by David Loyd seconded by Tommy Eatherton to re-appoint Dorothy Lewis, Frankie Lindley, Robbie Mooney, and Fredda Sansom. Also, to appoint Dr. David Jenkins to replace Leroy Johnson. Motion carried, copy attached.

Bob Arnold, with Oakerson & Arnold, met with the court to discuss the outside audit they have completed. Commissioner Lindsey questioned whether some of the grant reports were late or had not been sent in and if so, who was responsible for doing this? Mr. Arnold stated that he did not know but he would find out. It was also questioned if the workmens compensation could not be placed in an account of it's own instead of paying a flat rate out of each commissioners budget. This will also be checked into by Mr. Arnold.

Glen Aubrey's name was drawn to serve on the grievance committee. One of the original people who's name was drawn did not return his request. Mr. Aubrey will be contacted to find out if he will agree to serve.

Motion by Bill Loggins seconded by Tommy Eatherton to approve the proclamation naming March 2, 1990 as Texas Exes Day. Motion carried, copy attached.

Motion by David Loyd seconded by Tommy Eatherton to approve the overload permit by J. I. Hailey, Inc. to haul on Upshur County Roads. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by David Loyd to approve a special road use agreement by Steve Raulston to haul logs off of Hwy. 300. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by Bill Loggins to approve the special road use agreement by Henson Asphalt to haul gravel on Silk Tree Road. Motion carried, copy attached.

Motion by David Loyd seconded by Tommy Eatherton to approve the permit application of Rocky Church of Christ to install a culvert within ROW of White Oak Road. Motion carried, copy attached.

Motion by Tommy Eatherton seconded by Gaddis Lindsey to approve the permit application of Dale Sims to install a culvert within ROW of Walrus Road. Motion carried, copy attached.

Motion by Bill Loggins seconded by Gaddis Lindsey to approve the permit application of Gary Nix to install a culvert within ROW of Verbena Road. Motion carried, copy attached.

Motion by Bill Loggins seconded by Gaddis Lindsey to approve the permit application of BI-County Water to install a water crossing on Holt Road. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by David Loyd to approve the National Sheriff Assoc. Insurance. Motion carried, copy attached.

The computer at the Justice Center was discussed. Nanette Wein said Dr. Taylor will be here Wednesday to discuss this with the court. Bill Loggins stated that he had talked to office heads at the center and the main problem seems to be that no one is in charge. He said the Sheriff's Office had agreed to accept this and the sheriff would designate one person to be responsible. Sheriff Cross said he would designate Paula Garner as the person in charge. It was also pointed out that Vernon Vick has been in charge of the computers at the courthouse and spends a lot of time working on this at night. Motion by Bill Loggins seconded by Gaddis Lindsey to compensate both Paula Garner and Mr. Vick for their time spent on this. The rate will be \$100.00 per month each. Motion carried, copy attached.

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A request from Pat McPeck to use the courtroom for classes on job applications was discussed. This would be for four Monday nights in March, beginning March 5, 1990. Motion by David Loyd seconded by Tommy Eatherton to approve this. Motion carried.

A letter from the Gladewater School District was presented to the court. They are requesting help in removing the existing track surface and dumping of the residue. Motion by David Loyd seconded by Tommy Eatherton to do so. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by Bill Loggins to pay the bills now due. Motion carried, copy attached.

Motion by Bill Loggins seconded by Gaddis Lindsey to approve the permit application of Sharon Fincher to install a culvert within ROW of Poinsettia Road. Motion carried, copy attached.

A request from the Upshur County Library was presented. This is for two employees from the library to attend a workshop in Mt. Pleasant March 14, 1990. Motion by Bill Loggins seconded by Gaddis Lindsey to approve this. Motion carried, copy attached.

Motion by Bill Loggins seconded by Gaddis Lindsey to place the order calling an election for the creation of a rural fire district into the minutes. This was voted on at a previous meeting. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by Bill Loggins to advertise for sale a truck and loader belonging to Pct. #1. Motion carried.

Stephen Woodfin from the District Attorney's Office met with the court to discuss having Upshur County participate in a drug task force with Cass, Morris and Marion Counties. He stated that they have requested a grant in the amount of \$300,000.00 and the counties would have to match this. Upshur County's part would be 25% of this. It was pointed out that since this was not on the agenda, no action could be taken at this time. He stated that he would request it be placed on the agenda for March 14, 1990.

Court recessed until Wednesday, Feb. 28, 1990

2-28-90

Court re-convened with all members present.

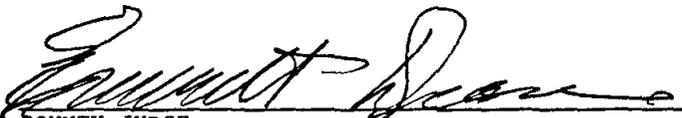
Motion by Bill Loggins seconded by Tommy Eatherton to approve the payment of the payroll for February. Motion carried, copy attached.

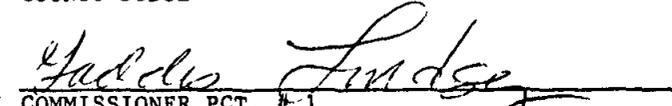
Dr. Robert Taylor met with the court concerning the computer system at the Justice Center. He stated that he was not at the meeting when this was discussed and so did not know what had taken place. He was told that someone had been designated to be in charge of the system. Dr. Taylor said he believed the system would continue to cause trouble and if he could help, he would be available.

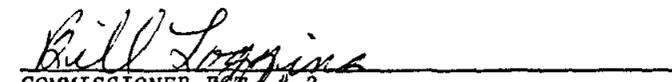
Motion by Bill Loggins seconded by Gaddis Lindsey to approve the payment of the bills now due. Motion carried, copy attached.

Motion by David Loyd seconded by Bill Loggins to approve the special road use agreement by Glover Wood Co. to haul logs on Silver Maple. Motion carried, copy attached.

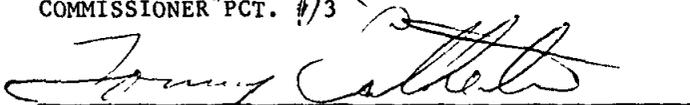
Motion by Tommy Eatherton seconded by Bill Loggins to adjourn. Motion carried.


COUNTY JUDGE


COMMISSIONER PCT. #1


COMMISSIONER PCT. #2


COMMISSIONER PCT. #3


COMMISSIONER PCT. #4

TO: PAYROLL DEPARTMENT

VOL. 35 PG 93

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

EFFECT 2-1-90
(DATE & TIME)

EMPLOYEE Row Bongue

SOCIAL SECURITY NO 461-08-3402 CLOCK NO _____

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>17-10</u>
<input checked="" type="checkbox"/>		<u>162435</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)
Correction for previous rate change.

CHANGE AUTHORIZED BY MT Jordan DATE 2-22-90

CHANGE APPROVED BY _____ DATE _____

TO: PAYROLL DEPARTMENT

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

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EFFECT 3-1-90
(DATE & TIME)
 EMPLOYEE Kenneth Mayfield
 SOCIAL SECURITY NO 432-54-3343 CLOCK NO _____

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"/>		144725

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 checked="" 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 _____ UNTIL _____
(DATE) (DATE)

OTHER (EXPLAIN) _____

CHANGE AUTHORIZED BY B.D. Crow DATE 2-23-90

CHANGE APPROVED BY _____ DATE _____

TO: PAYROLL DEPARTMENT

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

EFFECT ~~3-1-90~~ 2-27-90
(DATE & TIME)

EMPLOYEE Seiton Ronald Norman

SOCIAL SECURITY NO. 450-04-8565 CLOCK NO. _____

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>17-9</u>
<input checked="" type="checkbox"/>		<u>1564.71</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 MK Jordan DATE 2-23-90

CHANGE APPROVED BY _____ DATE _____

TO: PAYROLL DEPARTMENT

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

EFFECT 3-1-90
(DATE & TIME)
 EMPLOYEE Robert Cromley
 SOCIAL SECURITY NO 461-08-0902 CLOCK NO _____

VOL 35 PG 96

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		18-12
<input checked="" type="checkbox"/>		1790.85

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 checked="" 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) _____
- _____
- _____

CHANGE AUTHORIZED BY M K Goulson DATE 2-23-90

CHANGE APPROVED BY _____ DATE _____

TO: PAYROLL DEPARTMENT

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

EFFECT ~~8-7-89~~ 2-1-90
(DATE & TIME)

EMPLOYEE Shaunda Webb

SOCIAL SECURITY NO _____ CLOCK NO 426

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"/>	<u>Temp Part-time</u>	<u>Regular Part-time</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 _____ UNTIL _____
(DATE) (DATE)

OTHER (EXPLAIN) _____

CHANGE AUTHORIZED BY _____ DATE _____

CHANGE APPROVED BY _____ DATE _____

Upshur County Library702 West Tyler Street
Gilmer, Texas 75644

February 14, 1990

TO: The Hon. Judge Everett Dean
 FROM: Joyce Morrison, County Librarian
 CONCERNING: The Upshur County Library Board of Trustees

The following Board members are due to be reappointed:

NAME	TERM	EXPIRES
<i>Dr. Jenkins</i> Johnson, Lenoy	2 years (He left)	1/90
Lewis, Dorothy	1 year	1/90
Lindley, Frankie	3 years	1/90
Mooney, Robbie	3 years	1/90
Sansom, Fredda	1 year	1/90

Each of these members has been very dedicated in working for the benefit of the library and community. That they be reappointed is whole-heartedly recommended. For the vacancy left by Mr. Johnson's leaving, the Board recommends Dr. David Jenkins, pastor of the First Baptist Church. He is very interested in the library and the literacy program. Mr. Mike Ogg has also been recommended for the position.

The following are the other Board members:

Breazeale, Frank	2 years	1/91
Cook, Ruth	3 years	1/92
Smith, Betty	3 years	1/91
Smith, Malcolm	2 years	1/91

City Representatives:

Finch, Mattie	3 years	1/92
Forrester, Betty	1 year	4/90
Wiler, Carol	2 years	1/91

TEXAS EXES DAY

PROCLAMATION:

- WHEREAS, The University of Texas at Austin is internationally acclaimed as a world leader in higher education, and as a capstone university in the State of Texas; and
- WHEREAS, More than 250,000 individuals have shared the experience of attending The University of Texas since its founding in 1883, thus carrying the knowledge imparted there to all corners of the world; and
- WHEREAS, Texas Exes are bonded together in a spirit of support and dedication to their university through The Ex-Students' Association; and
- WHEREAS, March 2, Texas Independence Day, has been recognized by Texas Exes as a time to salute the excellence of The University of Texas; and
- WHEREAS, This celebration is the oldest continuing tradition of The University of Texas, having begun in 1897,

Now, therefore, I Everett Dean, by virtue of the authority vested in me as County Judge of the County of Upshur, do hereby proclaim and declare March 2, 1990, as

TEXAS EXES DAY

in Upshur County, and urge every former student, graduate and friend of The University of Texas in our community to join in this world-wide celebration and to participate in this oldest tradition of Texas Exes and the University.

IN WITNESS WHEREOF,

I have hereunto set my hand and caused the seal of the County of Upshur to be affixed this 2nd day of March, 1990.


 EVERETT DEAN, COUNTY JUDGE
 UPSHUR COUNTY, TEXAS

TELEPHONE 289-2900

P O BOX 2906



1215 SOUTHERN MINERALS RD • CORPUS CHRISTI TEXAS 78403

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February 1, 1990

Hon. Rex A. Shaw, County Clerk
Upshur County
P. O. Box 730
Gilmer, Texas 75644

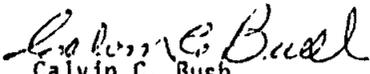
Re: TEXAS 2060 - PERMIT FOR OVER AXLE AND OVER GROSS WEIGHT
RECEIPT NO.: 240003 PERMIT NO.: 900126A0013T
COMPANY: J. I. HAILEY, INC.
P. O. BOX 2906
CORPUS CHRISTI, TEXAS 78403

Gentlemen:

In keeping with the regulations of the State Department of Highways and Public Transportation, we are hereby notifying your county that we have obtained the above referenced permit on several of our trucks and we are attaching a copy listing those trucks for your convenience. Also, please find attached a copy of the Permit and Bond.

We trust this meets with your approval and if you have any questions or we can be of any assistance, please call Karen Riha at (512) 289-2900.

Sincerely yours,


Calvin C. Bush
J. I. HAILEY, INC.

CCB/kr

Enc.

RETURN RECEIPT REQUESTED

TEXAS 2060 PERMIT
PERMIT FOR OVER AXLE AND OVER GROSS WEIGHT
STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION

VOL. 35 PG. 101

PART I.

(This permit must be carried and remain in the vehicle for which it is issued until the day after the expiration date.)

Date of Issue: 01/26/90 Expires on: 01/26/91

A. Company Name: J I HAILEY, INC Receipt No.: 240003
B. Address : P O BOX 2906
City, St., Zip: CORPUS CHRISTI TX 78403

C. Load/Commodity Description:
Agricultural[] Non-Agricultural[X] Both[]

Max. Width Legal Max Ht. Legal Max Length Legal Gross Wt. Lbs. 5% Over Gross

D. Truck/Tractor Information:
Mk/Mod: 71 MACK VIN: R685ST20892 Lic: 2CD730 St: TX

E. Axle and Gross Weight Tolerance: (Mark Appropriate Box with [X])

Non-Agricultural Permit: [X]
Authorizes vehicle to exceed the maximum axle weight by a tolerance of 10%
and to exceed the maximum gross weight by a tolerance of 5%.

Agricultural Permit : []
Authorizes vehicle to exceed the maximum axle weight by a tolerance of 12%
and to exceed the maximum gross weight by a tolerance of 5%.

Note: If the vehicle will be moving both Agricultural and
Non-Agricultural products, a Non-Agricultural permit is required.

PART II.

A. Routing:
All roadways on the State Highway System and all county roads in
counties where the County Clerk has been notified by registered
or certified mail that vehicles will be operated thereon.

B. Remarks:
Permitted vehicles may operate on any load zoned road or
bridge, but may not exceed the posted wt. limits thereon by
more than 5%. No Interstate Highway movement is allowed.
The vehicle must be registered for the maximum gross weight.

C. Payment Method & Fees:
Cash Permit Payment [X] Permit Fee \$75.00 Permit No: 900126A0013T


Arnold W. Oliver, P.E., Engineer-Dir.
State Department of Highways
and Public Transportation

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UNIT NO.	MAKE/MODEL	COMPLETE VIN. NO.	LICENSE NO.
1. 241	MACK	R685ST20892	2CD730
2. 242	MACK	R685ST20893	2CD728
3. 243	MACK	R685ST20894	2CD729
4. 245	MACK	RL685LST20431	R60284
5. 247	MACK	RL685LST20433	R60285
6. 252	WHITE	CB113HP134643	R60287
7. 253	WHITE	CB113HP134644	R60288
8. 254	WHITE	CB113HP134645	R60289
9. 255	WHITE	CB113HP134646	R60290
10. 257	MACK	RS685LST50588	R60291
11. 258	MACK	RS685LST50589	R60292
12. 259	MACK	RS685LST50592	R60293
13. 261	MACK	RS685LST50590	R60295
14. 262	MACK	1M3V223K9BS001400	R60296
15. 263	INTN'L	D2167HGB12017	2CD724
16. 265	MACK	RS686LST45469	2CD723
17. 269	MACK	1M2V209C8CM001208	R60297
18. 270	MACK	1M2P137C3CA010433	2CD720
19. 271	MACK	1M1V209C4CM001209	R60298
20. 275	INTN'L	CF257HHA29291	2CD717
21. 277	INTN'L	CF257HHA29756	2CD716
22. 278	INTN'L	CF257JGB17311	2CD715
23. 280	INTN'L	CF257JGB17278	2CD714
24. 281	INTN'L	CF257HHA24926	2CD713
25. L-401	FRT'L	1FUPYDYB7EP236818	R60280
26. L-402	FRT'L	1FUPYCYB1FP250161	R60281
27. L-403	FRT'L	1FUEYDYB9EP236603	R60283
28. L-404	KENWORTH	1XKWDB9XOFS327350	R60282
29. L-406	PETERBILT	J31219P	R60850

Texas Highway Department
Form 1743

Bond No. TX 441396

Over Axle and Over Gross Weight Tolerance Permit Bond

KNOW ALL MEN BY THESE PRESENTS:

That we J. L. Hailey, Inc. as Principal,
whose address is P. O. Box 2906, Corpus Christi, TX 78403 and
MERCHANTS BONDING COMPANY (MUTUAL) as Surety, being a surety company authorized to
do business in the State of Texas, are held and firmly bound unto the State Department of Highways
and Public Transportation of Texas and to the counties of this State in the penal sum of Fifteen Thousand
and No/100 (\$15,000.00) Dollars, to the payment of which, well and truly to be made, we bind ourselves,
our heirs, executors, administrators, and assigns.

The conditions of the above obligations are such that:

NOW, THEREFORE, the above named Principal will make payment to the State Department of Highways and Public Transportation of Texas and to the counties of the State for any and all damages that may be sustained to any highway under the jurisdiction of the State Highway and Public Transportation Commission or of the County Commissioners Court of any county by virtue of the operation of any equipment of the Principal for which a permit is issued to operate under the provisions of Article 6701d-11, Texas Civil Statutes, as amended by H.B. 2060, act of the 71st Legislature, 1989, Regular Session.

This bond shall remain in full force and effect, subject to the following conditions:

1. It is agreed that as of November 28, 19 89, this bond shall be in full force and effect indefinitely and that a continuation or renewal certificate is unnecessary.
2. The Surety may at any time cancel this bond by giving thirty (30) days written notice to the State Department of Highways and Public Transportation, the Surety, however, remaining liable for any defaults under this bond committed prior to the expiration of such thirty-day period.

PROVIDED, HOWEVER, the Surety shall notify the Department and the Principal in writing promptly after any payment is made by the Surety in respect to this bond and, regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above.

Any revisions of the bond amount shall not be cumulative.

IN WITNESS WHEREOF said Principal and Surety have executed this bond and the effective date to begin on the 28th day of November, 19 89.

J. L. Hailey, Inc.

By: R. Alan C. Breal
Principal

MERCHANTS BONDING COMPANY (Mutual)
Surety

By: C. W. Story
C. W. STORY, Vice President

Countersigned

By:

H. J. Shelton
Texas Resident Agent

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned Steve Karbeton, 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) _____

off 300

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

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

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

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

Steve Karbeton
First Party Signature

[Signature]
County Judge

Box 300
Street or Box

[Signature]
Commissioner 1

Ennis TX 75412
City, State and Zip Code

[Signature]
Commissioner 2

214-427-2302
Telephone

[Signature]
Commissioner 3

Saltco
Timber Tract

[Signature]
Commissioner 4

2-22-90
Date Signed

Date Signed

Permit issued for a period not to exceed 90 days.

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PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 3
DATE February 12, 1990

Formal notice is hereby given that Rocky Church of Christ
whose principal address is Rt. 2, Big Sandy, Texas 75755
does propose to place a culvert installation
within the ROW of County Road White Oak Road
as follows:

845-2845
Lawrence Galbreath

The location and description of the proposed lines or
appurtenances 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 L. C. Galbreath

TITLE _____

ADDRESS _____

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 4
DATE 2-12-1990

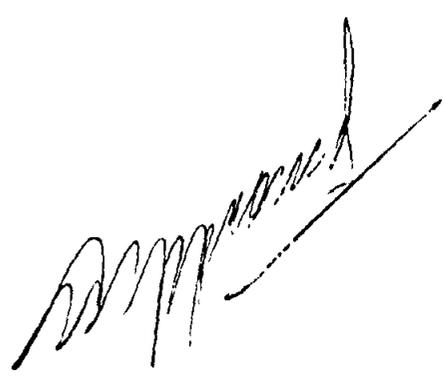
Formal notice is hereby given that Dale Sims
whose principal address is P.O. Box 302, Winlock, TX 75494
does propose to place a curb
within the ROW of County Road WATKINS
as follows:

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 12 day of Feb, 1990.

NAME Dale Sims

TITLE OWNER

ADDRESS P.O. Box 302 Winlock
Texas
75494



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PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 2
DATE Feb. 15, 1990

Formal notice is hereby given that Gary Nix
whose principal address is Rt. 1 Box 298, Ore City, TX 75683
does propose to place a culvert installation
within the ROW of County Road Verbena
as follows:

968-2969

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 *Gary Nix*

TITLE _____

ADDRESS _____

[Handwritten signature]

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT _____
DATE 2-22-90

Formal notice is hereby given that Be Countrywide Supply
whose principal address is Wittsburg, TX
does propose to place a water crossing
within the ROW of County Road Hart Rd.
as follows:

8.56-1585

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____.

X NAME _____

TITLE _____

ADDRESS _____





National Service Associates, Inc.

A wholly owned Affiliate of the
National Sheriffs' Association

1450 DUKE STREET • ALEXANDRIA, VIRGINIA 22314 • 703-836-7827

INVOICE

February 13, 1990

TO: Chief Deputy Murray Jordan
Upshur County Sheriff's Dept.
205 North Titus
Gibson, TX 75644

INSURED: UPSHUR COUNTY SHERIFF'S DEPARTMENT
POLICY NO: 587420001205
EXPIRATION: March 29, 1990

TYPE:	Law Enforcement Liability Coverage
CARRIER:	AMERICAN JUSTICE INSURANCE RECIPROCAL (A Risk Retention Group)
POLICY FORMS:	LE 101 - Law Enforcement Liability Coverage Form LE 106 - Claims Previously Known to the Insured
POLICY PERIOD:	01/29/90 - 03/29/91
REPO DATE:	March 29, 1987
LIMITS:	\$ 500,000 per occurrence \$ 1,000,000 aggregate
DEDUCTIBLE:	\$ 1,000
ANNUAL PREMIUM:	\$17,355.00
NSA FEE:	\$ 710.00
TOTAL DUE:	\$18,065.00

SPECIAL CONDITIONS:

1. Originally signed and dated Subscriber's Agreement and Addendum. Both must be signed by the highest ranking Public Official authorized to do so.
2. Signed and dated "Application Acknowledgement."
3. Known claims as of the inception date of the AJIR policy will continue to be handled under the terms and conditions of the STAR POOL Risk Sharing Certificate and Intergovernmental Contract previously executed.

Please make your check payable to: NATIONAL SERVICE ASSOCIATES, INC.
1450 Duke Street
Alexandria VA 22314

Should you have any questions, please call us at 800-424-7827.
Thank you for your continued support of NSA sponsored programs.

AMERICAN JUSTICE INSURANCE RECIPROCAL
(A RISK RETENTION GROUP)

APPLICATION ACKNOWLEDGEMENT

Name of Law Enforcement Agency UPSHUR COUNTY SHERIFF'S DEPARTMENT
Address 405 N. TITUS, GILMER, TEXAS 75644

To the best of my knowledge and belief, the information provided in connection with the Star Pool application that I completed on 02-16-90 is true and there are no material facts withheld. I understand that non-disclosure or misrepresentation of a material fact will entitle American Justice Reciprocal, A Risk Retention Group to void any liability protection under any insurance policy issued in accordance with the application.

I understand that the signing of this application does not bind insurance coverage, but agree that if insurance coverage is bound and a policy is issued, the statements contained in the application shall form the basis of and become a part of the insurance policy.

I also understand that in order to bind insurance coverage, the application must be received and approved by American Justice Insurance Reciprocal, A Risk Retention Group the premium must be paid and the subscriber's agreement and power of attorney (including the addendum to the subscriber's agreement) must be executed.

*Authorized Signature of Applicant: X *R.D. Crow*

Title of Applicant: SHERIFF

Date: 021690

*Must be signed by highest ranking officer of agency. Only original signature can be considered.

NOTICE

AN INSURANCE POLICY ISSUED IN ACCORDANCE WITH THE APPLICATION WILL BE ISSUED BY A RISK RETENTION GROUP. THE RISK RETENTION GROUP WILL NOT BE SUBJECT TO ALL OF THE INSURANCE LAWS AND REGULATIONS OF YOUR STATE. STATE INSURANCE INSOLVENCY GUARANTY FUNDS ARE NOT AVAILABLE FOR THE RISK RETENTION GROUP. THIS IS AN ASSESSABLE PROGRAM. YOU MAY BE ASSESSED IN ACCORDANCE WITH TERMS OF THE SUBSCRIBERS AGREEMENT.

AMERICAN JUSTICE INSURANCE RECIPROCAL
(A Risk Retention Group)

ADDENDUM
TO
SUBSCRIBER'S AGREEMENT AND POWER OF ATTORNEY

The undersigned, a member of the Star Pool, a self-insurance pool formed and organized under the Intergovernmental Cooperation Act of the State of Illinois (the "Pool"), in consideration of becoming a Subscribing Member of American Justice Insurance Reciprocal, a Risk Retention Group (the "Reciprocal"), executes this Addendum in order to ratify, acknowledge and agree to the following conditions, terms and actions of the Pool in regard to the Pool's reconstitution as a reciprocal, risk retention group, to-wit, the undersigned hereby:

1. Ratifies all of the terms and conditions of the Intergovernmental Contract for the Star Pool (June 20, 1988 revision) which contract is attached hereto and incorporated herein by reference (the "Agreement");
2. Ratifies the action of the Pool's Board of Directors in reconstituting the Pool as the Reciprocal pursuant to Article XIV of the Agreement;
3. Acknowledges that the Pool had outstanding at least six hundred (600) claims incurred and reported prior to its eventual reconstitution which claims shall be administered by the Reciprocal under the terms and conditions of the Agreement upon a claims paid basis;
4. Agrees and understands that the undersigned shall be admitted to a special group of the Reciprocal reserved for former Pool members and shall remain in such group until the claims incurred and reported before the date of the execution of the Subscriber's Agreement and Power of Attorney and this Addendum ("Pre-existing Claims") have been fully settled and paid;
5. Agrees and understands that if the undersigned shall cease to be a Subscriber of the Reciprocal before the Pre-existing Claims claims have been fully settled and paid, the terms and conditions contained in Article XIII of the Agreement shall apply; and,
6. Agrees and understands that when the Pre-existing Claims have been fully settled and paid, what remaining part (if any) of the undersigned's Cumulative Reserve Fund shall be

INTERGOVERNMENTAL CONTRACT FOR THE STAR POOL (Restated)

This Contract is made and entered into by the undersigned Governmental Authorities who upon execution of this Contract will become Members of THE STAR POOL.

Whereas, the undersigned desires to join a group self-insurance pool heretofore created under the Act known as THE STAR POOL.

Whereas, the undersigned executes this document for purposes of joining, by virtue of an Intergovernmental Contract, a group self-insurance pool known as THE STAR POOL

Now, therefore, the undersigned executes this Agreement in consideration for other Governmental Authorities executing this Agreement for the purpose of joining and establishing a group self-insurance pool known as THE STAR POOL. The undersigned agrees to abide by the terms and conditions of this Contract and all actions taken pursuant to this Contract. In consideration of the mutual covenants of all signatories to this Intergovernmental Contract it is agreed as follows.

ARTICLE I - NAME - ENTITY

The name of the entity created herewith shall be THE STAR POOL

The signatories hereto together with future signatories establish a group self-insurance pool as a separate legal and administrative entity for the purpose of effectuating this Agreement, which pool shall have a perpetual duration and shall continue until terminated pursuant to the terms and conditions of this Agreement

ARTICLE II - DEFINITIONS

In the interpretation of this Agreement the following definitions shall apply unless the context requires another interpretation.

- | | | |
|----|--------------------------------------|--|
| 1 | Act | —"Act" shall mean the Intergovernmental Cooperation Act of the State of Illinois as it now exists or as it may be amended from time to time |
| 2 | Administrator | —"Administrator" shall mean the person or agency designated to supervise the administration of the Pool and to perform such additional duties as shall be delegated by the Board |
| 3 | Agreement | —"Agreement" shall mean this Intergovernmental Contract for THE STAR POOL and all of the counterparts subsequently executed |
| 4 | Annual Budgetary Contribution | —"Annual Budgetary Contribution" shall mean those amounts necessary to fund the expenses of the Pool, including, but not limited to, administrative expenses, reinsurance expenses, or other fundings required to satisfy the requirements of any regulatory authority having jurisdiction over the Pool and those other obligations of Members required by this Agreement |
| 5 | Basis Rate | —"Basis Rate" shall mean that amount annually promulgated by the Administrator deemed necessary to provide the Scope of Coverage afforded to a Member for the period of one year with due consideration to the Member's individual characteristics. |
| 6 | Board | —"Board" shall mean the Board of Directors of THE STAR POOL |
| 7 | Budgetary Fund | —"Budgetary Fund" shall mean those amounts paid by Members pursuant to Article XI |
| 8 | Cumulative Reserve Fund | —"Cumulative Reserve Fund" shall mean those amounts paid by Members pursuant to Articles XI and XII, supplemented by investment earnings. |
| 9 | Cumulative Reserve Fund Contribution | —"Cumulative Reserve Fund Contribution" shall mean those amounts paid by Members to fund the Cumulative Reserve Fund |
| 10 | Governmental Authority | —"Governmental Authority" shall mean any public agency as defined in the Act. |
| 11 | Member | —"Member" shall mean a Governmental Authority participating in THE STAR POOL, by executing this Agreement |
| 12 | Members' Contribution | —"Members' Contribution" shall mean those amounts paid by Members to the Budgetary Fund and Cumulative Reserve Fund. |
| 13 | Pool | —"Pool" shall mean THE STAR POOL. |
| 14 | Risk Sharing Certificate | —"Risk Sharing Certificate" shall mean that document provided a Member evidencing its scope, nature, and limits of participation in the Pool. |

15 Scope of Coverage — "Scope of Coverage" shall mean the coverage, limits, and deductibles as outlined in the Appendix and subsequent amendments thereto

ARTICLE III - PURPOSE

The purpose of this Agreement is to enter into an Intergovernmental Contract to form a group self-insurance pool, to provide for joint or cooperative action by Members relative to their financial and administrative resources for the purpose of providing risk management services and risk sharing facilities to the Members and to the Members' employees, and to defend and protect, in accordance with this Agreement, any Member of the Pool against liability as outlined in the Appendix. The powers and duties created hereunder and the activities of this Pool shall not constitute doing an insurance business.

This Agreement shall constitute a contract among those Governmental Authorities which shall now or at any time enter into this Agreement and become Members of the Pool.

The liability of each Member is limited to the amount of financial contributions required to be made to the Pool pursuant to this Agreement.

This Agreement shall not inure to the benefit of third parties nor does any party hereto waive such sovereign or governmental immunity as may be available to it individually. Furthermore, nothing contained herein shall be construed so as to create responsibility in one Member for the liabilities of any other Members.

In no event shall a Member be responsible, jointly or severally, for the liabilities of any other Member.

ARTICLE IV - MEMBERSHIP

The membership of the Pool shall consist of Governmental Authorities who have entered into this Agreement or its counterpart by and through an individual duly authorized to execute this Agreement, and who have agreed to make the initial contributions into the Cumulative Reserve Fund and the Budgetary Fund pursuant to the further provisions hereof. Members agree to the admission of future Members and acknowledge that they shall have no right to object to the addition of such Members provided they are admitted in accordance with the terms hereof. This Agreement shall be automatically renewed unless the provisions for withdrawal or termination are applied.

Each Member shall appoint an individual and an alternate to represent the Member with the Pool. That individual shall act as liaison between the Member and the Pool for purposes of relating risk reduction and loss control information, and any other information or instructions concerning the obligations of the Member imposed by this Agreement and the rules and regulations established hereunder. The individual or alternate shall cast on behalf of the Member, any vote to which the Member is required or permitted to cast.

The obligations of Members of the Pool shall be as follows:

- 1 To promptly report to the Pool any incident which could result in a claim being made by or against the Member within the Scope of Coverage.
- 2 To cooperate with and institute to the degree possible all loss prevention procedures established by the Board or the Administrator pursuant to this Agreement.
- 3 To provide to the Pool such information as needed for rating purposes, including but not limited to, an audit prepared by the Member's staff or a certified public accountant of all revenues and expenditures of the Member for any fiscal year of the Member for which figures are requested by the Pool.
- 4 To provide representatives of the Pool access to all records, including financial records and/or properties of the Member, provided the Pool or the Administrator determines the information or access is necessary.
- 5 To cooperate with the Pool's attorneys, claims adjustors, the Administrator and any employee, officer or subcontractor relating to the purpose and powers of the Pool.
- 6 To allow attorneys and others employed by the Pool to represent the Member in investigation, settlement, and all levels of litigation arising out of any claim made against the Member within the Scope of Coverage furnished by the Pool.
- 7 To pay when due all annual contributions or other contributions, due or required, to the Budgetary Fund or Cumulative Reserve Fund pursuant to this Agreement.

ARTICLE V - BOARD OF DIRECTORS

- 1 Administration of the Pool. The administration of the Pool and management of the Budgetary Fund and Cumulative Reserve Fund shall be governed by a Board of seven (7) Directors.
2. Directors Qualifications. Directors shall be either,
 - a Elected or appointed officials of Pool Members, or
 - b Representatives of such Pool Members, or
 - c A member or a representative of the Administrator.

No more than one Board member may be a member or representative of the Administrator.

- 3 Eligibility and Vacancies. Should the number of Directors become less than seven (7) due to disqualification, death, incompetence, resignation or other cause, the remaining Directors shall appoint a person or persons to fill such vacancy or vacancies so that a Board of seven (7) persons shall be maintained. Any Director may resign by sending notice of his resignation to the Administrator.

4 **Terms of Directors.** An election shall be held annually within thirty (30) days after the beginning of the fiscal year of the Pool to elect seven (7) Directors for one (1) year terms. Members and the Administrator may nominate candidates for the terms to be filled according to rules to be promulgated by the Board. Each Member shall have one (1) vote which shall be cast either in person or by proxy or by mail. There shall be no prohibition on election to successive terms.

5 **Meetings of the Board of Directors.** Meetings of the Board shall be held at least annually at such time as it shall prescribe. Any item of Pool business may be considered at such meetings. Special meetings may be called by the Administrator or by a majority of the Board.

6. **Executive Committee.** The Board shall from time to time elect an Executive Committee of no more than three (3) of its members. Membership of the Executive Committee may be changed at any time by vote of the Board. The Executive Committee shall inform and direct the Administrator on Board policy and shall exercise powers for and on behalf of the Board as it deems necessary for the prudent operation and management of the Pool until matters requiring Board action are considered at the next Board meeting.

7 **Directors Compensation.** The Directors shall be entitled to reimbursement of actual expenses incurred in the pursuit of Pool business.

ARTICLE VI - POWERS & DUTIES

The Board shall be permitted and authorized to perform and carry out, or delegate to others to perform and carry out, on behalf of the Pool, each and every act necessary, convenient or desirable to and for carrying out the purpose of the Pool, including but not limited to

- 1 Administer a group self insurance pool, receive Member's Contributions to the Pool, and settle and pay claims and losses on behalf of its Members.
- 2 Make and enter into contracts to conduct and operate the business of the Pool;
- 3 Employ agents and employees.
- 4 Incur debts, liabilities and obligations, but no debt, liability or obligation so incurred shall be the debt, liability or obligation of any Member to this Agreement.
- 5 Sue or be sued in its own name, and prosecute and defend claims.
- 6 Acquire, hold or dispose of real and personal property.
- 7 Advise Members on loss control guidelines and procedures, and provide them with risk management services, loss control and risk reduction information.
8. Purchase reinsurance and/or excess insurance as shall be available for the protection of the Members and/or the Pool itself.
- 9 Investment in those securities and investments as permitted by the Board
- 10 Promulgate procedures and regulations for the general operation of the Pool including the acceptance and rejection of new Members
- 11 Take such action as is necessary to terminate the participation of any Member that fails to comply with the reasonable requirements of the Board concerning contractual obligations
- 12 Provide surety and/or fidelity bonds, as may be available, for Directors, Officers, and all persons charged with the custody or investment of Pool monies

ARTICLE VII - ADMINISTRATOR

The Board shall appoint an Administrator to carry out and exercise its powers and duties as the Board shall designate by contract with the Administrator

The Board shall receive, at least annually, a report from the Administrator. The nature and details of the report shall be established by the Board

ARTICLE VIII - OFFICERS

1 By majority vote, the Board at its first regular meeting of each fiscal year, shall select from the Directors a Chairman, Vice Chairman and Secretary. No Director shall serve more than two (2) consecutive terms as Chairman.

2 The Administrator shall serve as clerk to the Board and shall attend all Board meetings.

ARTICLE IX - LIABILITY OF THE BOARD OF DIRECTORS, OFFICERS, ADMINISTRATOR, SUBCONTRACTORS OR EMPLOYEES.

The Directors and Officers of the Pool and the Administrator, its directors, officers, employees, and subcontractors shall

- 1 Use reasonable and ordinary care in the exercise of their duties hereunder,
- 2 Be afforded all of the privileges and immunities that attach generally to governmental officers,
- 3 Not be liable for, and be held harmless and defended by the Pool, for any act of negligence, any mistake of judgment or any other action, made, taken or omitted in good faith,
4. Not be liable for any loss incurred through investment of funds or failure to invest such funds

The Pool may purchase, subject to availability and cost, insurance providing coverage for Directors, Officers and the Administrator

The Pool shall and the undersigned agrees that funds of the Pool may be used to hold harmless and defend any Director, Officer, Administrator or its employees (including its officers) or its subcontractors for any act or omission taken or omitted in good faith by the Board or a Director or by the Administrator, its employees (including its officers) or its subcontractors relating to or arising from the conduct of Pool business.

Neither the Administrator, its employees (including its officers) nor any of its subcontractors shall be liable for any act of negligence, any mistake of judgment or any other action made, taken, or omitted by them, nor for any loss incurred through investment of funds or failure to invest the same, unless the same is the result of a willful act done in bad faith

No covenant or agreement contained herein shall be deemed to be the covenant or agreement of any member of the Board or the Administrator nor any of its employees or subcontractors and none of such persons shall be subject to any personal liability or accountability by reason of the acceptance of a position or the undertaking of the performance of any of the responsibilities or obligations or duties contemplated in the carrying out of this Agreement, whether by virtue of any construction, statute or rule of law

ARTICLE X - FISCAL YEAR

The Pool shall maintain a fiscal year commencing June 1st of each year and ending May 31st of the succeeding year

ARTICLE XI - ESTABLISHMENT OF BUDGETARY FUND

1 The Board shall establish a Budgetary Fund which shall consist of Annual Budgetary Contributions in amounts it deems sufficient to annually produce the sum of money reasonably necessary to fund the Pool's general and administrative expenses, the Pool's reinsurance expenses, the Pool's current year claims and claims expenses, all or any portion of any deficiencies which may occur in the Pool's Cumulative Reserve Fund and the Pool's obligation to satisfy the requirements of any regulatory authority, the sum of which shall be known as the Annual Budget

2. Thirty (30) days prior to the Pool's fiscal year end, or at such other time as directed by the Board, the Administrator shall prepare an Annual Budget for the succeeding fiscal year. Each Member's share of the Annual Budget shall be assessed to the Members as their Annual Budgetary Contribution. Each Member's Annual Budgetary Contribution shall be in the proportion that said Member's total paid Basis Rate, modified to reflect the loss experience of the Member, bears to the cumulative total of all Members' total paid Basis Rates as of the date of such calculation

3 In the event that there shall exist a surplus in the Budgetary Fund at the end of any fiscal year, such surplus in the Budgetary Fund shall be applied toward the Annual Budget for the subsequent year

4 In the event that the Budgetary Fund is exhausted during any Pool fiscal year, any funds required to fulfill the purpose of the Budgetary Fund shall be withdrawn from the Cumulative Reserve Fund. The sum so withdrawn shall constitute a deficiency in the Cumulative Reserve Fund

ARTICLE XII - ESTABLISHMENT OF CUMULATIVE RESERVE FUND

In addition to the Annual Budgetary Contributions made into the Budgetary Fund pursuant to Article XI, Members shall make annual contributions for the establishment of a Cumulative Reserve Fund. Such contributions shall be based on each Member's Basis Rate in accordance with the following schedule

Initial Contribution	100% of Basis Rate
First Anniversary	75% of Basis Rate
Second Anniversary	50% of Basis Rate
Third Anniversary	30% of Basis Rate
Fourth Anniversary	25% of Basis Rate
Fifth Anniversary	20% of Basis Rate

Thereafter, no further annual contribution shall be made to the Cumulative Reserve Fund unless the Board shall require further annual contributions for the purpose of maintaining the Cumulative Reserve Fund at a level equal to 300% of the current Basis Rate of all Members or to comply with the requirements of any applicable regulatory authority having jurisdiction over the Pool

ARTICLE XIII - MEMBER'S WITHDRAWAL, CANCELLATION, OR TERMINATION

1. Members agree to continue membership for a period of not less than one full year. At the conclusion of such period, or anniversary thereof, a Member who has given sixty (60) days prior written notice to the Pool may withdraw. Within 120 days following withdrawal, the Pool will refund to the withdrawing Member that percentage of those Cumulative Reserve Fund contributions made to the Pool by said withdrawing Member according to the following schedule:

End of Member's First Full Year	50%
End of Member's Second Full Year	60%
End of Member's Third Full Year	70%
End of Member's Fourth Full Year	80%
End of Member's Fifth Full Year	90%
End of Member's Sixth Full Year and thereafter	100%

The Pool shall deduct from such refund the Annual Budgetary Contribution which the withdrawing Member would have made for the one year period following withdrawal together with the withdrawing Member's proportionate share (determined in the manner set forth in Article XI above) of any deficiency in the Cumulative Reserve Fund created pursuant to paragraph 4 of Article XI.

Effective 12 01 a m on the date of withdrawal and notwithstanding anything contained to the contrary within this Agreement or attachments hereto or the Risk Sharing Certificate issued pursuant to this Agreement, payments for all claims and claims expense shall thereafter become the sole responsibility of the withdrawing Member without regard to whether a claim occurred or was reported prior to the withdrawal of the Member's participation in the Pool.

At the request of the withdrawing Member, the Pool will continue to service all claims which have been reported to the Pool during the withdrawing Member's period of participation so long as the withdrawing Member shall promptly reimburse the Pool for all claims expenses incurred. Payment of all claims serviced by the Pool for a withdrawing Member shall be the sole responsibility of the withdrawing Member and the Pool shall incur no liability for payment of claims by virtue of servicing claims under the terms of this paragraph.

2. The Pool may, by a two-thirds (2/3) majority of the Board and by providing a Member sixty (60) days prior written notice, cancel that Member's participation in the Pool effective at the end of any risk sharing certificate year. Thereafter it shall be the responsibility of the Pool to defend, settle and pay claims within the scope and limits set forth in the cancelled Member's Risk Sharing Certificate in effect on the date of the occurrence out of which such claim arose. This provision shall apply solely to claims which occurred during a Member's participation and evidenced by the Member's Risk Sharing Certificate. The cancelled Member shall have the right, prior to the actual date of cancellation, to withdraw from the Pool by giving notice of such withdrawal. Electing to so withdraw, the Member shall be subject to the provisions of paragraph one (1) of this Article. Failing to elect to give notice of withdrawal, the cancelled Member forfeits all rights to refund of those Cumulative Reserve Fund contributions made to the Pool by said cancelled Member.

3. Any Member failing to make payments when due as required by this Agreement, shall be terminated from the Pool effective on the date the payment was due and upon that effective date of termination all coverages and benefits hereunder shall cease.

All claims and claims expenses thereafter shall become the sole responsibility of the terminated Member without regard to whether a claim occurred or was reported prior to the termination of the Member's participation in the Pool.

At the request of the terminated Member, the Pool will continue to service all claims which have been reported to the Pool during the terminated Member's period of participation so long as the terminated Member shall promptly reimburse the Pool for all claims expenses incurred. Payment of all claims so serviced by the Pool for a terminated Member shall be the sole responsibility of the terminated Member and the Pool shall incur no liability for payment of claims by virtue of servicing claims under the terms of this paragraph.

The terminated Member shall also forfeit all rights to any return of contributions including its vested interest in the Cumulative Reserve Fund. The Pool shall apply any or all of the terminated Member's forfeited funds towards said Member's Annual Budgetary Contribution due for the one year period following termination.

If the Member shall subsequently submit its payment, the Administrator may, in its discretion, reinstitute such membership.

ARTICLE XIV - AMENDMENTS TO THE AGREEMENT/REFORMATION OF THE POOL

This Agreement may be amended by the Board with the approval of two-thirds (2/3) of the Directors, and all Members agree to properly execute and adopt amendments so approved.

The Board may with the approval of two thirds (2/3) of the Directors, elect to reform or reconstitute the Pool to a stock, mutual, or reciprocal insurance company operating as a captive, Risk Retention Group, or other risk bearing entity.

ARTICLE XV - SCOPE OF RISK SHARING

1. The Pool provides risk sharing protection to each Member and will make or secure payment on behalf of each Member under criteria and procedures to be established for the payment of claims as provided in the Member's Risk Sharing Certificate. A Member may, with the approval of the Administrator, add additional parties to the Risk Sharing Certificate provided it is the Member's obligation or prerogative to provide risk sharing coverage for such additional named party.

2. The Pool may obtain excess insurance, reinsurance or join in excess risk sharing pools as may be available to the Pool and approved by the Board.

3. In the event that a claim or a series of claims exceed the amount of risk sharing protection provided by the Member's Risk Sharing Certificate, or in the event that a claim or a series of claims should exhaust the Budgetary Fund, the Cumulative Reserve Fund and any reinsurance, then payment of valid losses shall be the sole and separate obligation of the individual Member or Members against whom the claim was made and perfected by litigation or settlement.

4. A Member may purchase, in its sole discretion, any insurance coverage in addition to those amounts purchased by the Pool

5. The Board may make changes in the Scope of Coverage, the amount of risk sharing protection or risk sharing retention by the Pool upon consideration of the needs and requirements of Members, loss experience, the kind and amounts of reinsurance coverage available and any such changes shall require a two-thirds (2/3) majority of the Board. Where the Board of Directors takes such action immediate notice after the taking of such action shall be sent to all Members (or their representatives) together with a replacement or updated Appendix to reflect the changes made

ARTICLE XVI - MEMBERSHIP PARTICIPATION IN DEFENSE

The Board shall adopt rules and procedures to allow Members a reasonable opportunity in liability cases or claims to prevent the Pool from settling such cases or claims in a manner contrary to the wishes of the Member

The rules and procedures shall provide that where the Member has thereby prevented the settlement of the case or claim, it shall be responsible for any later judgment in excess of the settlement, plus claims expense, which had previously been reached between the claimant and the Pool

ARTICLE XVII - TERMINATION

The Pool shall terminate at such time as two-thirds (2/3) of the Members vote for such termination. After a vote to terminate, the Board shall commence with the orderly liquidation of the Pool's business and shall complete the same as promptly as possible. During such period of liquidation the Pool shall continue to pay claims and losses incurred within the Scope of Coverage and pursuant to the Risk Sharing Certificate until all funds of the Pool are exhausted. After payment of all claims and losses, any remaining funds held by the Pool shall be paid to all Members of the Pool at the time of the vote of termination, on a pro rata basis determined by the Board

No Member shall be responsible for any claim, claims, judgment or judgments against any other Member or Members except to the extent of the assets of the Cumulative Reserve Fund and the Budgetary Fund. However, if upon termination of the Pool the remaining assets of the Pool are insufficient to satisfy indebtedness of the Pool (excluding claims or judgments against the Members), such deficiency shall be made up by assessments against Members of the Pool by a fair and reasonable method established by the Board

ARTICLE XVIII - MISCELLANEOUS PROVISIONS

1. The provisions of this Agreement shall be interpreted pursuant to the laws of the State of Illinois

2. The parties hereto consent that courts in the State of Illinois shall have jurisdiction over any dispute arising under this Agreement

3. The consideration for the obligations imposed upon Members pursuant to and under this Agreement shall be based upon the mutual promises and agreements of all Members who now execute or who hereinafter execute this Agreement.

4. The Board shall provide to the Members a copy of the annual audit of the financial affairs of the Pool within 120 days after the end of the fiscal year. The audit shall be made by a certified public accountant in accordance with generally accepted auditing principles which must make it possible both.

a. To present fairly and with full disclosure the financial operations of the Pool, and

b. To determine and demonstrate compliance with finance-related legal and contractual provisions

5. This Agreement may be executed in duplicate originals or counterparts now or at any time in the future. The individual executing this Agreement on behalf of participating Members hereby represents and certifies that he is duly empowered to so execute this document

6. No waiver of any breach of this Agreement or any provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any of the other provisions herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligations or acts

7. This Agreement shall be binding and shall inure to the benefit of all Members who shall have executed this Agreement and complied with the financial requirements hereunder, provided that the Members shall have been duly approved in accordance with the terms and provisions of this Agreement

8. The provisions of this Agreement shall be deemed severable and if any provision or part thereof is held illegal, void or invalid under applicable law, such provision or part may be changed to the extent reasonably necessary to make the provision or part, as so changed, legal, valid or binding. If any provision of this Agreement is held illegal, void, or invalid in its entirety, the remaining provisions of this Agreement shall not in any way be affected or impaired but shall remain binding in accordance with their terms and this Agreement shall be so interpreted.

9 This Agreement, the Appendix and the Risk Sharing Certificate contain the complete Agreement between the parties and no representations or oral statements made or heretofore given shall constitute a part of this Agreement in the event that any provision of this Agreement is in conflict with or is incompatible with the Appendix or attachments hereto or the Risk Sharing Certificate issued hereunder, the terms and conditions of this Agreement shall prevail and take precedence.

10 This Agreement may be altered or amended only by amendments duly adopted in accordance with the terms and conditions of this Agreement; provided, however, that the Risk Sharing Certificate may be amended from time to time to reflect the exposures of each Member and such changes shall be exempted from the preceding terms of this paragraph.

11 The caption headings used in this Agreement are used merely for identification purposes and shall not be deemed a part of this Agreement

12 Whenever in this Agreement words, including pronouns are used in the singular or plural, or masculine or feminine they may be read and construed in the plural or singular, or masculine or feminine, respectively, wherever they so apply.

ARTICLE XIX - AGENT AND OFFICE

The agent for service of process shall be The Star Pool, 175 W Jackson, Suite A-1410, Chicago, Illinois 60604 Any notice required to be given pursuant to this Contract shall be given to The Star Pool c/o American Risk Pooling Consultants, Inc , P O Box 5088, Southfield, Michigan 48086

ARTICLE XX - NOTICE

All notices required to be given under this Agreement shall be in writing and sent certified mail return receipt requested with postage prepaid Notices by a Member to the Pool shall be sent to the address in Article XIX to the attention of the Administrator Notices to any Member shall be sent to the representative of the Member at the Member's last known address.

In the event that any party to this Agreement desires to change its address, notice of change of address shall be sent to the other party in accordance with the terms and provisions of this Article.

In Witness whereof, this Agreement was executed on the _____ day of _____, 19 _____, by the undersigned duly authorized officers of the Governmental Authority indicated below.

GOVERNMENTAL
AUTHORITY _____

BY *R.D. Gross*

TITLE _____

ACCEPTED FOR THE STAR POOL

BY: _____

ADMINISTRATOR ON BEHALF OF ALL OTHER CURRENT
AND FUTURE SIGNATORIES

THE STAR POOL APPENDIX SCOPE OF COVERAGE

The Star Pool provides:

1. Law Enforcement Officer Professional Liability coverage

The coverages listed are intended to broadly outline the program provided by the Pool. A separate Risk Sharing Certificate itemizing all coverage terms, conditions, and limitations will be issued to each Member.

- a) All premises and operations exposures
- b) Additional persons covered including all elected and appointed officials and all employees and volunteers.
- c) Completed operations and/or products liability.
- d) Limited contractual liability for contracts with other law enforcement agencies
- e) Personal injury
- f) Incidental malpractice for emergency first aid
- g) Host liquor liability
- h) Owned and non-owned watercraft liability

2. Mandatory Deductibles:

	Population of Member	Deductible per claim
a)	0 — 10,000	\$ 2,000
b)	10,001 — 50,000	3,000.
c)	50,001 — 100,000	4,000
d)	100,001 — 250,000	5,000
e)	250,001 — 500,000	6,000
f)	500,001 — 1,000,000	8,000
g)	1,000,001 +	25,000

The above deductibles apply unless exception is made by the Administrator

3 Limits of Coverage Available.

	Each Person or Organization	Each Occurrence	Aggregate
a)	\$ 100,000	\$ 100,000	\$ 300,000
b)	250,000	500,000	500,000
c)	500,000	500,000	1,000,000
d)	1,000,000	1,000,000	2,000,000

- 4. Underwriting:** All risks will be properly underwritten by conventional underwriting practices which will take into account loss experience

credited towards the undersigned's current year's required contribution to the Reciprocal and at that time, the Agreement shall no longer be of any force or effect upon the undersigned.

- 7. Acknowledges that all claims made against the undersigned and reported to the Reciprocal for acts occurring within the period covered by the Reciprocal's policy of insurance or within the period covered by a prior acts rider, if same is purchased, shall be administered under the terms of the Reciprocal's Subscribers Agreement and Power of Attorney ("Subscribers Agreement") and policy of Insurance:

DATED this ___ day of _____, 19__.

Subscriber

By:

Signature

Type or Print Name

Title

Street Address

City

State

Zip

WITNESS:

W. K. Jordan

0207D/DAS/01-11-90

VOL 35 PG 122

SUBSCRIBER'S AGREEMENT AND POWER OF ATTORNEY
AMERICAN JUSTICE INSURANCE RECIPROCAL
(A RISK RETENTION GROUP)
of which
COLUMBIA MANAGEMENT SERVICES, INC.
is
ATTORNEY-IN-FACT

SUBSCRIBER'S AGREEMENT AND POWER OF ATTORNEY
AMERICAN JUSTICE INSURANCE RECIPROCAL
(A RISK RETENTION GROUP)
of which
COLUMBIA MANAGEMENT SERVICES, INC.
is
ATTORNEY-IN-FACT

PREAMBLE

WHEREAS, the undersigned, (the "Subscriber"), a subscriber of American Justice Insurance Reciprocal (A Risk Retention Group) (the "Reciprocal"), in order to provide for the management and operation of the Reciprocal, subject to the right of Subscribers' Advisory Committee to exercise its powers and authority to direct the activities of the Reciprocal, considers it wise and advantageous to adopt this Subscriber's Agreement and Power of Attorney (the "Agreement"); and

WHEREAS, the Subscriber is desirous of participating in a program of insurance coverage which provides for policy formulation by Subscribers through the Subscribers' Advisory Committee in the areas of rates, policies and procedures in accordance with the demonstrated needs and requirements of the Subscribers through a reciprocal exchange of indemnity or insurance contracts; and

WHEREAS, the Subscriber recognizes a need to provide a program of adequate and acceptable insurance coverage at a reasonable cost.

NOW, THEREFORE, the undersigned Subscriber agrees to the terms and conditions of this Agreement as hereinafter provided.

ARTICLE I

Appointment of Attorney-In-Fact

The Subscriber hereby appoints Columbia Management Services, Inc., an Indiana corporation (the "Corporation"), with its principal place of business at 902 Virginia Avenue, Indianapolis, Indiana 46203, as its Attorney-In-Fact, to carry out the purposes and objectives set forth in this Agreement and to sign contracts of indemnity or insurance in the name and on behalf of the Reciprocal. This appointment is limited to uses contemplated by, expressed in, and related to matters in this Agreement.

In case of the dissolution, resignation, removal or withdrawal of the Corporation as Attorney-In-Fact, the Subscribers' Advisory Committee shall nominate and appoint a successor Attorney-In-Fact.

ARTICLE II

Contracts of Insurance

The Reciprocal, through the Attorney-In-Fact, shall have the power to provide general and professional liability insurance to governmental entities which are members of the National Sheriffs' Association, including without limitation, town, townships, villages, municipal corporations, cities and counties and their related branches, boards, departments, bureaus, and subdivisions, and such other members, which are

similar or related with respect to liability exposure, as may be authorized by the Attorney-In-Fact and the Subscribers' Advisory Committee, and to insure against loss or liability of every kind, nature or description, as may be authorized and permitted by applicable federal and state law (including and in accordance with the Liability Risk Retention Act of 1986 and any amendments thereto), and to issue contracts of indemnity or insurance on behalf of the Subscribers covering any or all such loss, liability, or liabilities.

ARTICLE III

Operation of Reciprocal

The Reciprocal shall be operated pursuant to and in accordance with Bylaws adopted by the Subscribers. Among other matters, the Bylaws shall provide for (i) meetings of Subscribers, (ii) the election by the Subscribers of a Subscribers' Advisory Committee which shall set policies for the Reciprocal and otherwise conduct its business and affairs in accordance with applicable laws, including the Liability Risk Retention Act of 1986 and any amendments thereto, the provisions of Indiana Code 27-10-1-1 et seq., and any amendments thereto and this Agreement, (iii) meetings of the Subscribers' Advisory Committee, (iv) the creation of subcommittees of the Subscribers' Advisory Committee, and (v) a procedure for amending the Bylaws. All Subscribers shall be

bound by the Bylaws of the Reciprocal as amended from time to time.

ARTICLE IV

Powers and Duties of Attorney-in-Fact

The Attorney-in-Fact shall have the following powers and duties to be exercised in accordance with policies and rules and regulations established and adopted by the Subscribers' Advisory Committee:

(a) To make contracts of indemnity or insurance with Subscribers, change or modify the terms thereof and cancel all or any part of such contracts, subject to such underwriting standards and requirements as may be adopted from time to time by the Subscribers' Advisory Committee or appropriate committee thereof:

(b) To execute contracts of indemnity or insurance in the name of the Reciprocal insuring governmental entities and other entities having similar or related liability exposure which become Subscribers, as may be authorized by the Subscribers' Advisory Committee, against loss or liability of every kind, nature or description, and to issue contracts of indemnity or insurance covering any or all such loss, liability or liabilities as permitted by applicable law, including the Liability Risk Retention Act of 1986 and any amendments thereto and the provisions of Indiana Code 27-10-1-1 et seq., and any amendments thereto:

(c) To retrocede reinsurance and/or to cede reinsurance and to enter into risk-sharing contracts;

(d) To adjust, settle and pay all claim or loss by compromise or otherwise, receive and give all notices, receive proofs of loss, agree to arbitration, recover amounts due under all insurance or reinsurance agreements, and enforce payment by suit, in its name or in the name of the Reciprocal, or any premium or other payment due the Reciprocal;

(e) To acknowledge or contest any claim that may be made on account of such policies or contracts of indemnity or insurance or reinsurance, retain legal counsel, and defend, compromise or settle any suit or proceeding that may be brought on account of such policy or contracts of indemnity or insurance or reinsurance, or enter into such other arrangements, in its discretion, as shall be expedient to prevent a multiplicity of suits or to minimize expenses;

(f) To endorse all checks, drafts and other papers drawn to the order of the Reciprocal and deposit such checks to the Reciprocal's account, and disburse from such funds all claims under indemnity or insurance or reinsurance contracts, expenses to settle such claims, all operating expenses of the Reciprocal and its compensation as provided herein;

(g) To invest and reinvest the moneys and assets of the Reciprocal as may be required or desirable from time to time in accordance with policies established by the Subscribers' Advisory Committee or appropriate committee thereof;

(h) To maintain necessary surplus funds in cash or securities in the amount set by the Subscribers' Advisory Committee after consultation with the Attorney-in-Fact of the Reciprocal which amount shall not be less than the requirements provided by applicable law and the Indiana Department of Insurance;

(i) To appoint the Commissioner of Insurance of the State of Indiana (the "Commissioner") and his successor or successors in office or any other person to accept on its behalf service of process in any suit or proceedings arising out of the contracts of indemnity or insurance or any of the foregoing transactions and to appoint persons in other states to accept service of process, as may be required under applicable law;

(j) To institute, prosecute, compromise, arbitrate and settle any suit or other legal proceeding arising out of the contracts of indemnity or insurance or any of the foregoing transactions, subject to such guidelines as may be adopted by the Subscribers' Advisory Committee or appropriate committee thereof;

(k) To execute and file any and all instruments and papers, and do any and all acts required by the laws of the State of Indiana and any other jurisdiction where the Reciprocal may be licensed or otherwise recognized to transact business;

(l) To bind risks by temporary binder;

(m) To keep in its principal office a current list of all Subscribers which shall at all times be made available to the Subscribers' Advisory Committee;

(n) Before resigning its position as Attorney-In-Fact, to give to the Subscribers' Advisory Committee at least one hundred eighty (180) days' written notice of such intention prior to the effective date of its resignation;

(o) To keep a separate account, in the name of the Reciprocal, of all financial transactions conducted by it on behalf of the Reciprocal;

(p) To reimburse each member of the Subscribers' Advisory Committee traveling expenses and other expenses incidental to the attendance at Subscribers' Advisory Committee meetings or meetings of other committees thereof and such other expenses or allowances as may be prescribed by the Subscribers' Advisory Committee;

(q) To file with the Department of Insurance, a bond payable to the State of Indiana, executed by the Attorney-In-Fact, issued by an authorized corporate surety, and subject to the approval of the Commissioner, in such amount and containing such terms and conditions as may be required by applicable law and to post bonds and/or deposits in Indiana and other jurisdictions as may be required by applicable law;

(r) To pay out of the funds of the Reciprocal all expenses and disbursements of every kind and character incident

to the Reciprocal's administration and the exchange of indemnity or insurance or reinsurance contracts, including without limitation, the costs of securing, issuing, exchanging and administering contracts of indemnity, insurance or reinsurance; collection and investment expenses; losses, damages, judgment and court costs; legal expenses; loss adjustment expenses; and expenses associated with audits, examinations rating bureaus, insurance trade and service organizations, and bonds as required herein;

(s) To deduct and pay unto itself an amount equal to its costs incurred in connection with managing the affairs of the Reciprocal, including without limitation, compensation of its employees and agents, amounts paid to subcontractors, administrators and consultants, office rent, printing and stationery, and other office, overhead, business and administrative expenses reasonably incurred in connection herewith. Notwithstanding any other provision hereof, payment of premium taxes, claims, claims expenses, and reinsurance premiums, if any, shall be direct expenses of the Reciprocal as provided in subparagraph (r). In consideration thereof, the Attorney-In-Fact shall promote, develop and manage the exchange of contracts, and render or arrange for the performance of services permitted herein;

(t) To contract, subcontract, or otherwise enter into contracts or agreements for the purpose of securing and

obtaining services, consultation, and advice, as it may deem necessary or desirable in fulfilling its obligations under this Agreement; provided, however, that the costs of such contracts shall be paid from the deduction referred to in subsection (s) above; and

(u) To perform any other services and enter into transactions necessary and reasonably related to this Agreement or at the direction of the Subscribers' Advisory Committee, which the Subscriber or Reciprocal could otherwise undertake or execute personally.

ARTICLE V

Powers and Duties of the

Subscribers' Advisory Committee

Section 1. Powers. The Bylaws shall provide for a Subscribers' Advisory Committee. The Subscribers' Advisory Committee shall consist of such number of members specified in the Bylaws and shall be elected by the Subscribers as specified in the Bylaws. The Subscribers' Advisory Committee shall have the following powers:

(a) Provide general policy direction for the Reciprocal;

(b) Review the operations of the Reciprocal and evaluate the work and performance of the Attorney-In-Fact;

(c) Establish standing subcommittees of the Subscribers' Advisory Committee to review and advise the

Subscribers' Advisory Committee and the Attorney-In-Fact in, including but not limited to, the following areas:

- (i) Underwriting;
- (ii) Policies and Rates;
- (iii) Finance and Investment;
- (iv) Claims;
- (v) Audit;
- (vi) Risk Management; and
- (vii) Nominations.

Except as may be otherwise provided in the Bylaws, such subcommittees shall have the power and authority of the entire Subscribers' Advisory Committee when acting in their designated area or responsibility; provided, however, the Subscribers' Advisory Committee may limit or restrict the power and authority of any subcommittee. Such subcommittees shall be established by and operated in accordance with the Bylaws:

(d) Enter into agreements on behalf of the Reciprocal with the Attorney-In-Fact;

(e) At any time, by a vote of not fewer than three fourths (3/4) of the Advisors, give the Attorney-In-Fact written notice of non-compliance with the terms of this Agreement, in which event the Attorney-In-Fact shall have one hundred eighty (180) days thereafter to conform to or comply with this Agreement; and if the Attorney-In-Fact shall fail to conform or comply within such period, then by a vote of not fewer than

three-fourths (3/4) of the Advisors, the Subscribers' Advisory Committee may suspend the Attorney-In-Fact and terminate its powers. (Notwithstanding the foregoing, in no event may the Subscribers' Advisory Committee remove the Attorney-In-Fact from office so long as there is any unpaid advance or unpaid amounts due from the Reciprocal to the Attorney-In-Fact);

(f) Provide thirty (30) days' written notice to the Attorney-In-Fact of the adoption of a lawful directive of action required by state or federal statute or regulation to be taken by the Attorney-In-Fact on behalf of the Reciprocal; the Reciprocal shall file a copy of such directive with the appropriate bureau or division of insurance of any jurisdiction in which the Reciprocal is licensed or recognized. The Attorney-In-Fact shall not thereafter take any action or fail to take any action on behalf of the Reciprocal not consistent with such lawful directive in furtherance of statutory requirements;

(g) Notwithstanding the provisions of subsection (e) and (f), the Subscribers' Advisory Committee may immediately discharge the Attorney-In-Fact upon a final determination and adjudication of insolvency or bankruptcy of the Attorney-In-Fact by a court of competent jurisdiction;

(h) Review the procedures of the Attorney-In-Fact for the safeguarding of money and other assets, and advise the Attorney-In-Fact with respect to the investment of assets;

(i) Fill for the unexpired term any vacancy that may occur in the Subscribers' Advisory Committee;

(j) Fix the amount of travel expenses and other fees and allowances, if any, to be paid Advisors of the Subscribers' Advisory Committee and members of other committees or subcommittees as may be established from time to time;

(k) Fix the time and place of its meetings;

(l) Modify the terms of this Agreement with the mutual consent of the Attorney-In-Fact; provided, however, no such modification shall be effective retroactively or affect any insurance contract issued prior thereto, unless agreed to by the Subscriber;

(m) Remove any advisor of the Subscribers' Advisory Committee for fraud or willful malfeasance by a vote of two-thirds (2/3) of the Subscribers' Advisory Committee and notice of such removal shall be sent to each Subscriber; provided, however, that such Advisor shall have the right of appeal to the Subscribers at the next annual or special meeting at which the decision, by majority vote, of the Subscribers who attend the meeting shall be final. Such Advisor shall not participate as a member of the Subscribers' Advisory Committee while such appeal is pending;

(n) The Subscribers' Advisory Committee may divide the Subscribers into classes or groups in accordance with the following criteria: nature of the business, geographic

location, risks or liabilities assumed, loss experiences, or other criteria deemed appropriate by the Subscribers' Advisory Committee. The premium charged, the payments (to the Reciprocal) and the losses and expenses incurred may be allocated on a group or class basis under the direction and at the discretion of the Subscribers' Advisory Committee and the Attorney-In-Fact; and

(o) The Subscribers' Advisory Committee may, from time to time, institute guidelines for the Attorney-in-Fact to obtain necessary funds from Subscribers in order to establish and maintain the surplus of the Reciprocal within the previously defined levels.

Section 2. Duties. The Subscribers' Advisory Committee shall have the following duties:

(a) Elect officers which shall include a Chairman, Vice Chairman, Treasurer and Secretary;

(b) Provide at least fifteen (15) days notice of each annual or special meeting of Subscribers as further provided in the Bylaws:

(c) Select qualified auditors to audit the books and accounts of the Reciprocal and the Attorney-In-Fact;

(d) Fill any vacancy which may occur in the office of the Attorney-In-Fact by selecting and appointing a successor and executing in the name and on behalf of the Subscribers a power of attorney, designation, or other instruments as may be

necessary or proper to enable the successor to act as attorney in-fact for the Reciprocal, without any further action by the Subscribers. The Subscribers' Advisory Committee shall provide written notice of such appointment to each Subscriber.

ARTICLE VI

Termination of Subscriber's Agreement

By the Reciprocal

Section 1. This Article controls the termination of this Agreement by the Reciprocal. However, the Addendum to Subscriber's Agreement and Power of Attorney which, among other items, provides for the disposition of claims incurred and reported to the Star Pool, controls and takes precedence over all matters within its scope as set forth therein including, but not limited to, provisions relating to termination and withdrawal.

Section 2. THIS AGREEMENT MAY BE TERMINATED AT THE OPTION OF THE ATTORNEY-IN-FACT OR THE SUBSCRIBERS' ADVISORY COMMITTEE FOR "CAUSE". "CAUSE" SHALL INCLUDE ANY ONE (1) OR MORE OF THE FOLLOWING:

- a. The failure to maintain the requisite membership in the National Sheriffs' Association.
- b. The failure to make any payments, loans, assessments, or advances as required by the Bylaws, this Agreement, the Subscribers' Advisory Committee, or the policy of insurance or contract of indemnity then in effect.

c. A determination by the Subscribers' Advisory Committee or the Attorney-in-Fact that the Subscriber's policy of insurance or contract of indemnity should not be renewed due to underwriting considerations.

d. Any one (1) or more of grounds for cancellation as set forth in the Subscriber's policy of insurance or contract of indemnity, then in effect.

Section 3. All reserves, surplus and any other unexpended funds remaining to the credit of a terminated Subscriber after all charges, outstanding claims, and assessments have been deducted therefrom, shall be paid to the Subscriber. Such payment or payments shall be made at such time or over such a period of time as may be mutually agreed upon by the Subscribers' Advisory Committee and the Attorney-In-Fact but no sooner than thirty-six (36) months from the date of termination. If any such payment or payments would reduce the funds of the Reciprocal to an amount less than the Reciprocal's reserve requirements, as required by applicable law and the Indiana Department of Insurance, then such payment or payments shall be deferred indefinitely, without interest, until same may be made without impairing such required surplus. In no event shall a Subscriber receive any such payment or payments so long as an open claim against such Subscriber is outstanding and unpaid, unless otherwise waived by the Subscribers' Advisory Committee and the Attorney-In-Fact.

If a negative balance exists after all charges and outstanding claims have been deducted from a Subscriber's account, such Subscriber shall within thirty (30) days from the receipt of a notice of deficiency, pay to the Reciprocal such sum as is necessary to remove the negative balance.

Section 4. Failure or any delay by the Subscribers' Advisory Committee or the Attorney-In-Fact to terminate this Agreement for "Cause" as defined in Section 2 of this Article shall not constitute a waiver of such right.

ARTICLE VII

Liquidation of Reciprocal;
Distributions to Subscriber

Notwithstanding any provision in this Agreement to the contrary, if the exchange of contracts of indemnity or insurance is permanently discontinued and terminated the Attorney-In-Fact shall pay to each Subscriber then insured by the Reciprocal an equitable share of all assets of the Reciprocal remaining after the full satisfaction of all liabilities of Subscribers and liabilities and expenses of the Reciprocal and the Attorney-In-Fact, which payment shall be in full satisfaction of all rights and interest of each Subscriber with respect to the Reciprocal.

ARTICLE VIII

Advances by Attorney-in-Fact

The fund and costs necessary to operate and manage the Reciprocal may be advanced, paid, or loaned to the Reciprocal by the Attorney-In-Fact as agreed by the Subscribers' Advisory Committee and the Attorney-In-Fact. The Reciprocal shall repay such advance or issue subordinated notes to the Attorney-In-Fact as evidence of any such debt. A subordinated loan may be payable on demand; however, no payment in respect of principal or interest on such subordinated loan may be made by the Reciprocal, except out of the Reciprocal's surplus in excess of its minimum required surplus.

ARTICLE IX

General Provisions

Section 1. Purpose of Agreement; Joint and Several Liability. The intent and purpose of this Agreement is to vest in the Attorney-In-Fact the power necessary to enable the undersigned Subscriber to exchange indemnity or insurance with other Subscribers; provided, however, that the Attorney-In-Fact shall not bind the Subscriber for the obligations of any other Subscriber, but for itself alone, and shall have no power to make the Subscriber jointly liable alone, and shall have no power to make the Subscriber jointly liable with any other Subscribers except to the extent of the assets of the

Reciprocal, including any claims upon Subscribers for additional contributions and every liability of whatever nature which is authorized to be insured for Subscribers hereunder is in every case separate and not joint except to the extent of the assets of the Reciprocal, including any claims upon Subscribers for additional contributions.

Section 2. Effect of Agreement. The Subscriber hereby agrees to accept and be bound by all the terms and conditions hereof and comply with and make payment as required by all contracts of indemnity or insurance issued by the Attorney-In-Fact pursuant to the authority delegated herein.

Section 3. Pronouns. Any personal pronoun used herein to refer to the Attorney-In-Fact or Subscriber shall apply regardless of whether the Attorney-In-Fact or Subscriber is a firm, corporation, one or more individuals, or entity or entities.

Section 4. Prior Agreement. The Subscriber hereby agrees, accepts, and understands that the execution of this Agreement supersedes any previous agreement executed in favor of the Attorney-In-Fact. The terms and conditions hereof, upon execution by the Subscriber, shall be applied from the inception date of the Subscriber's first date of insurance and through renewals thereof.

IN WITNESS WHEREOF, the Subscriber has caused this Agreement to be executed by its duly authorized representative this 16 day of FEBRUARY, 1990.

UPSHUR COUNTY SHERIFF'S DEPARTMENT
Subscriber

BY: *R.D. Cross*
Signature

R.D. CROSS
Type or Print Name

SHERIFF
Title

405 n. TITUS
Street Address

GILMER, TEXAS 75644
City State Zip

WITNESS:
Mark Gordon

Accepted on Behalf of American Justice Insurance Reciprocal (A Risk Retention Group) of which Columbia Management Services, Inc., is Attorney-in-Fact

By: J.W.F. SPECIALTY COMPANY, INC.,
its Administrator

By: _____
Signature
Title

0074D/020590

16.00 Operating County Owned Vehicles

16.01 All new employees employed by the County who will be operating County owned vehicles are required to submit their Motor Vehicle Records to the County Treasurer and New Employees obtain approval before operating any County Vehicle.

Employees motor vehicle records showing and excess of citations will not be allowed to operate County vehicles.

16.02 Annually the motor vehicle records of all employees operating County owned vehicles will be reviewed for non-compliance.
Annual Review



UPSHUR COUNTY COMMISSIONERS COURT
DILMER, TEXAS

M E M O R A N D U M

Date: February 26, 1990

To: Department Heads

From: Commissioners Court

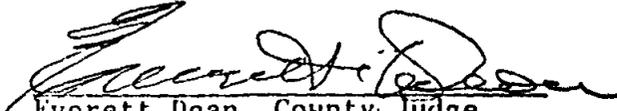
Subject: RESPONSIBILITY FOR COMPUTER(S)

The job of seeing after the Courthouse computer and all responsibilities pertaining to the computer, and the computer budget, will be assigned to Mr. Vernon Vick, effective March 1, 1990 (Courthouse only).

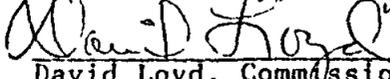
The Sheriff will be responsible for the Justice Center computer and all responsibilities pertaining to the computer, and the computer budget, effective March 1, 1990 (Justice Center only).

All monies spent out of the computer budget must have approval signatures of either of these two persons in order to be submitted to the Commissioners Court for final approval.

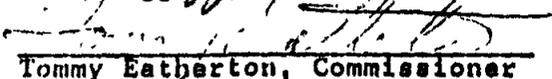
Each Department Head will be responsible for their own office equipment and furniture, and any requests for office machines, furniture, etc., must be made in writing to the Commissioners Court.


Everett Dean, County Judge


Gaddis Lindsey, Commissioner


David Loyd, Commissioner


Bill Loggins, Commissioner


Tommy Eatherton, Commissioner

ATHLETIC DEPARTMENT

Gladewater Independent School District

2201 W. Gay Ave.
Gladewater, Texas 75647

Director of Athletics.....845-5591 ext. 115
Girls Athletics/Gym.....845-5591 ext. 113
High School Boys Gym...845-5591 ext. 112
Middle School Athletics.....845-3017
Middle School Office.....845-2243
High School Office.....845-5591

February 19, 1990

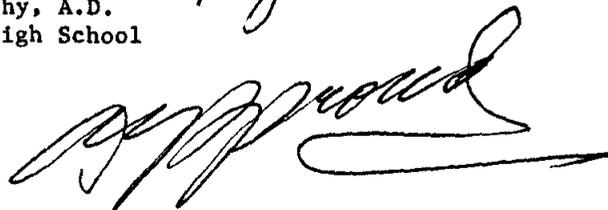
Upshur County Commissioners Court
David Loyd, County Commissioner Pct. #3
P.O. Box 730
Gilmer, Tx. 75644

The Gladewater Independent School District is requesting your assistance with man power and equipment to remove the existing track surface at Gladewater High School. In previous phone conversations with Mr. Loyd, this assistance was discussed. It would include removal and clean up of the present polyurethane track surface and runways.

Thanks in advance for your co-operation in this matter.

Sincerely,

Jack V. Murphy
Jack V. Murphy, A.D.
Gladewater High School



Home of The Fighting Bears

Approved Disbursements
ALL Checking Accounts

SOFTWARE GROUP, INC.

Disbursements Made from 02/13/90 thru 02/26/90

VOL 10/15

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Check #	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
3396-AP	02/13/90	ETEX TELEPHONE COOP, INC.	\$120 00	\$120.00	CO. LIB-MAINT AGREEMENT/666-0060 1990
3397-AP	02/13/90	PAULA L CHAMBERLAIN	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
3398-AP	02/13/90	ELEANOR BELL	\$6 00	\$6.00	D CT-02/12/90 ONE DAY JURY SERVICE
3399-AP	02/13/90	DWAYNE LYNN GARDNER	\$6 00	\$6.00	D CT-02/12/90 ONE DAY JURY SERVICE
3390-AP	02/13/90	BILLY WAYNE HOWELL	\$6 00	\$6.00	D CT-02/12/90 ONE DAY JURY SERVICE
3391-AP	02/13/90	LEE OVERTON STANDEFER	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
3392-AP	02/13/90	TROY SNOW	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
3393-AP	02/13/90	TED E HERRON	\$6 00	\$6.00	D CT-02/12/90 ONE DAY JURY SERVICE
3394-AP	02/13/90	MAGGIE SPEED	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
3395-AP	02/13/90	JOHN WILLIS FENLAW	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
3396-AP	02/13/90	MICHAEL D FENWELL	\$6 00	\$6.00	D CT-02/12/90 ONE DAY JURY SERVICE
3397-AP	02/13/90	ALLAN S PRIEST	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
3398-AP	02/13/90	EDGAR CLIFFORD HARLOW	\$6.00	\$6.00	D CT-02/12/90 ONE DAY JURY SERVICE
3399-AP	02/13/90	JUDY TUEL	\$6 00	\$6.00	D CT-02/12/90 ONE DAY JURY SERVICE
3400-AP	02/13/90	BARBARA S DE PASQUALE	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
3401-AP	02/13/90	ERNEST JOHN FENTON	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
3402-AP	02/13/90	BARRY POOLE	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
3403-AP	02/13/90	DONITA CICARDO	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
3404-AP	02/13/90	WILLIE RAY FLOYD	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
3405-AP	02/13/90	MARY McDONALD	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
3406-AP	02/13/90	JUDY DON GASTON	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
3407-AP	02/13/90	HELEN STILL	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
3408-AP	02/13/90	ROLAND DWIGHT TURNER	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
3409-AP	02/13/90	JAUNELLA LAROSE	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
3410-AP	02/13/90	STEPHANIE GAY HAMBERLIN	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE

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THE SOFTWARE GROUP, INC

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35921-AP	02/13/90	THELMA P IVERY	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
35922-AP	02/13/90	JOANN SINGLETON	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
35923-AP	02/13/90	BOBBIE GIBSON	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
35924-AP	02/13/90	ELLIE JONES, JR	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
35925-AP	02/13/90	GORDON RUSSELL SALES	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
35926-AP	02/13/90	TERRY F WOODS	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
35927-AP	02/13/90	LAWANA WRIGHT	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
35928-AP	02/13/90	GLOPIA ANN MCLUCKIE	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
35929-AP	02/13/90	DAVID WAYNE HUDNALL	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
35930-AP	02/13/90	DEANA J HASTINGS	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
35931-AP	02/13/90	MR RICHARD M SIMPSON	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
35932-AP	02/13/90	DAVID WOODLE	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
35933-AP	02/13/90	DEBORAH JO SIMPSON	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
35934-AP	02/13/90	BECKY JANE SKINNER	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
35935-AP	02/13/90	MARGIE DENISE SPENCER	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
35936-AP	02/13/90	MARY VIRGINIA SMITH	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
35937-AP	02/13/90	CLAYTON MARK OLIVER	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
35938-AP	02/13/90	CYNTHIA MARJORIE GILBERG	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
35939-AP	02/13/90	CHAS E COLEMAN	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
35940-AP	02/13/90	BOYD WAYNE PHILLIPS	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
35941-AP	02/13/90	EMMA CLINTON PACE	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
35942-AP	02/13/90	PATSY LOPEINE HEARN	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
35943-AP	02/13/90	CHARLES EDWARD GORDON	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
35944-AP	02/13/90	THOMAS V JEFFERY	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
35945-AP	02/13/90	LEAH HARLICK	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE

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3926-AP	02/13/90	CLIFTON EUGENE HURTT	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
3927-AP	02/13/90	MARY MARTHA SEAHORN	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
3928-AP	02/13/90	PHYLLIS FAULKNER	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
3929-AP	02/13/90	EL DONNA DEAN	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
3930-AP	02/13/90	CARLA SHILLINGS	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
3931-AP	02/13/90	DIANA RHEA GLIDDEN	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
3932-AP	02/13/90	JIMMY HAROLD KELLOW	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
3933-AP	02/13/90	STELLA ANDERSON	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
3934-AP	02/13/90	LYLA CROW	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
3935-AP	02/13/90	SHIRLEY WERRON	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
3936-AP	02/13/90	MARVIN FRANK HEINLE	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
3937-AP	02/13/90	HELEN MARIE BULLOCK	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
3938-AP	02/13/90	GEORGIA FOWLER	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
3939-AP	02/13/90	CLEDA COX	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
3940-AP	02/13/90	JERRY DAVID COLLINSWORTH	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
3941-AP	02/13/90	NANCY DAVIS	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
3942-AP	02/13/90	LATONJA GALE MORENO	\$6 00	\$6 00	D CT-02/12/90 ONE DAY JURY SERVICE
3943-AP	02/16/90	POSTMASTER	\$94 94	\$94 94	CO TAX-(713)pcs 2 10aa(15)pcs 2 13aa PRESCRIPTIONS C MAIL
3944-AP	02/16/90	GUS L WILSON	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/15/90
3945-AP	02/16/90	TOM K DUFFEY	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/15/90
3946-AP	02/16/90	RICHARD HESS	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/15/90
3947-AP	02/16/90	HENRY PAUL BROWN	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/15/90
3970-AP	02/16/90	CATHA McDANIEL (JONES)	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/15/90
3971-AP	02/16/90	ROY ELLEDGE	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/15/90
3972-AP	02/16/90	GLENN HAWKINS	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/15/90

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3373-AP	02/16/90	BRUCE DEEMAN	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/15/90
3374-AP	02/16/90	BARBARA PHILLIPS	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/15/90
3375-AP	02/16/90	HAROLD SHERIDAN	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/15/90
3376-AP	02/16/90	SANDY DEAN	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/15/90
3377-AP	02/16/90	BARBARA W HINSON	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/15/90
3378-AP	02/21/90	DARR EQUIPMENT COMPANY	\$23,701 30	\$23,701 30	PCT#2-125 MOTOR GRADER/S#61M12450 2 23 90 PAYMENT
3379-AP	02/21/90	BILLY WAYNE HOWELL	\$6 00	\$6 00	D CT-CAUSE#402-89 JURY SERVICE 2/17/90
3380-AP	02/21/90	TROY SNOW	\$6 00	\$6 00	D CT-CAUSE#402-89 JURY SERVICE 2/17/90
3381-AP	02/21/90	JOHN WILLIS FENLAW	\$6 00	\$6 00	D CT-CAUSE#402-89 JURY SERVICE 2/17/90
3382-AP	02/21/90	MICHAEL D FENNELL	\$6 00	\$6 00	D CT-CAUSE#402-89 JURY SERVICE 2/17/90
3383-AP	02/21/90	ERNEST JOHN FENTON	\$6 00	\$6 00	D CT-CAUSE#402-89 JURY SERVICE 2/17/90
3384-AP	02/21/90	GORDON RUSSELL BALES	\$6 00	\$6 00	D CT-CAUSE#402-89 JURY SERVICE 2/17/90
3385-AP	02/21/90	DEANA J HASTINGS	\$6 00	\$6 00	D CT-CAUSE#402-89 JURY SERVICE 2/17/90
3386-AP	02/21/90	DAVID WOODLE	\$6 00	\$6 00	D CT-CAUSE#402-89 JURY SERVICE 2/17/90
3387-AP	02/21/90	CHARLES EDWARD GORDON	\$6 00	\$6 00	D CT-CAUSE#402-89 JURY SERVICE 2/17/90
3388-AP	02/21/90	THOMAS J JEFFERY	\$6 00	\$6 00	D CT-CAUSE#402-89 JURY SERVICE 2/17/90
3389-AP	02/21/90	JIMMY HAROLD KELLOW	\$6 00	\$6 00	D CT-CAUSE#402-89 JURY SERVICE 2/17/90
3390-AP	02/21/90	JERRY DAVID COLLINSWORTH	\$6 00	\$6 00	D CT-CAUSE#402-89 JURY SERVICE 2/17/90
3391-AP	02/26/90	A & E MILL AND WELDING SUPPLY	\$10 45	\$10 45	PCT#1-(1)DX275
3392-AP	02/26/90	ALLEN SEACORN	\$81 00	\$81 00	PCT#4-(13 1/2)LOADS GRAVEL 25000
3393-AP	02/26/90	AMERICAN FAMILY LIFE	\$86 72	\$86 72	ACCT#DXP28 JANUARY 90 PAYROL DEDUCTIONS
3394-AP	02/26/90	ARATEX/IND UNIFORM & TOWEL	\$101.50	\$50 75	PCT#1-CUST#5945001/UNIFORM SERVICES PCT#1-ACCT#5945001/UNIFORM SERVICES
3395-AP	02/26/90	ARFLA GAS	\$408 62	\$10 75	PCT#3-ACCT#1220701224008/FEB 15 90 BILL
				\$160 40	CD. LIB-ACCT#1220709193001/FEB 15 90 BILL
				\$237 47	CD. LIB-ACCT#1220709193506/FEB 15 90 BILL

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02/26/90	02/26/90	ARNOLD'S PIPE & SALVAGE	\$126 00	\$93 00	PCT#3-(6)2 3/8" TUBING
02/26/90	02/26/90	BARBARA WOLLMAN	\$29 33	\$33 00	PCT#1-(11) 7" CASING BRIDGE ACCOUNT
02/26/90	02/26/90	BARBARA SANDERS	\$266 00	\$266 00	ELECTION-REIMBURSE/AIS-SCHOOL@TYLES
02/26/90	02/26/90	BARFIELD ENTERPRISES	\$141 36	\$141 36	JANITORIAL FLOWER BEDS/FEB/90
02/26/90	02/26/90	BARNEY SMITH	\$50 00	\$50 00	PCT#3-(16.63)TON SLAG@8 50/per ton
02/26/90	02/26/90	BAYLOR MEDICAL CENTER AT GILHE	\$297 54	\$297 54	FEBRUARY 90/RABIES CONTROL OFFICER
02/26/90	02/26/90	BILL WILLIAMS	\$20 00	\$20 00	JAIL-WILLIE WRIGHT/EMERG AMYDP
02/26/90	02/26/90	BISHOP & BISHOP P-C	\$275 00	\$130 00	D CT-CAUSE#176-99/GALEARDO MINOR CHILDREN
02/26/90	02/26/90	BOB BARKER CO, INC	\$731 64	\$125 00	D CT-CAUSE#201-89/TOMMING CHILDREN
02/26/90	02/26/90	BOBBY SANDERS	\$30 00	\$30 00	CO JAIL-TOOTH PASTE BRUSHES/COMBS/RAZORS
02/26/90	02/26/90	BOGEL SALES INC	\$7,156 55	\$49 70	CO S-REIMBURSE/MEALS@SCHOOD
02/26/90	02/26/90	BRANCH LABORATORY, INC.	\$16 96	\$256 85	CO JAIL-111cs 4ozs PINE AROMA
02/26/90	02/26/90	BROOKSHIPES	\$67 80	\$6,850 00	CO JAIL-PAPER TOWELS, BLEACH, SOAP, DISINFECTANT, PRINT SHOP-(150)cs 2500cs #10 COTTON SWEEETTES
02/26/90	02/26/90	BURL TOWNSEND	\$92 75	\$92 75	CO S-REIMBURSE/MOWER REPAIR PARTS
02/26/90	02/26/90	BUSINESS & LEGAL REPORTS	\$237 60	\$237 60	CO REAS-SUBSCRIPTION 2/90-1.91 2500 2500
02/26/90	02/26/90	CHARLES HEATCOMS, M D, P A	\$225 00	\$225 00	CO JAIL-KENNETH GREEN/NOV 9 99 OFFICE
02/26/90	02/26/90	CLARKE & COURTS, INC	\$96 20	\$96 20	CO CLK-(100)LETTERS TEST, CITATION ASSIGNED
02/26/90	02/26/90	CLED MARLOWE, JP#5	\$210 00	\$210 00	CO CLK-(100)LETTERS TEST, CITATION ASSIGNED
02/26/90	02/26/90	CLYDE STILL	\$23 26	\$23 26	FEBRUARY 90/OFFICE EXPENSE
02/26/90	02/26/90	COMPUTER TYPE	\$135 00	\$23 26	CO TAX-JPMHUR CO TAX REFUND#48753
02/26/90	02/26/90	CONTINENTAL BUSINESS PRODUCTS,	\$23 64	\$135 00	COMPUTER-(7)hrs CONSULTING 200 3000 5000
02/26/90	02/26/90	CRABTREE JARRIQUADE SYSTEMS	\$99 19	\$16 12	CO CLK-2,7M 11x17 COPY PAPER
02/26/90	02/26/90	CRABTREE JARRIQUADE SYSTEMS	\$99 19	\$12 52	D A-AJX AVERY LABELS
02/26/90	02/26/90	CRABTREE JARRIQUADE SYSTEMS	\$99 19	\$99 19	PCT#3-(2)2" 150yd VELLUM SHEETS

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37125-AP	02/26/90	CROWN PRODUCTS, INC	\$7 02	\$7 02	PCT#2-(6)024-70&(12)021-70 O-RINGS
39125-AP	02/26/90	CURTIS B IPCNS	\$4 90	\$4 90	CO TAX-UPSHUR CO TAX REFUND#26350
37027-AP	02/26/90	CYNTHIA LUNSFORD	\$76 07	\$76 07	CO TAX-UPSHUR CO TAX REFUND#31930
37028-AP	02/26/90	CYNTHIA SHATTLES	\$26 74	\$26 74	CO EXT-REIMBURSE/PROGRAM COUNCIL EYEI CO FID
37029-AP	02/26/90	DANA COMMERCIAL CREDIT	\$263.15	\$263 15	02/02/90 TO 03/01/90 TELETYPE LEASE#102002
37030-AP	02/26/90	DANNY PHILLIPS	\$600.00	\$600 00	PCT#4-BARN IMPROVEMENTS/SLAB PCT-349H
37031-AP	02/26/90	DAVID LOYD	\$57 76	\$57 76	PCT#3-REIMBURSE/MEALS&McILROY'S METAL TRIP
37032-AP	02/26/90	DAVID P MCCNEY	\$427 39	\$427 39	EMG.MG-REIMBURSE/29th ANNUAL EMERG MANAGEME
37033-AP	02/26/90	DAVID W BULLER, M-D	\$20.00	\$20 00	CO JAIL-MIKE MCKINLEY/OFFICE VISIT
37034-AP	02/26/90	DAVIDSON MOTOR COMPANY	\$100 00	\$100 00	PCT#1-(1)LEFT DOOR/ 35 FORD TRUCK
37035-AP	02/26/90	DAVIS COFFEE COMPANY	\$177.00	\$59 00 \$59 00 \$59 00	CO JAIL-(28)8 75 COFFEE CO JAIL-(28)8 75 COFFEE CO JAIL-(28)8 75 COFFEE
37036-AP	02/26/90	DEALERS TRUCK	\$326.61	\$326 61	PCT#1-BRAKE BOOSTER
37037-AP	02/26/90	DELMART COMPANY	\$41.05	\$41 05	CO TAX-(1)ROLLING FILE
37038-AP	02/26/90	DIAMOND SHAMROCK	\$9 09	\$9 09	CO S-ACCT#77005775/10gals 3AS
37039-AP	02/26/90	DIANA VIDEO	\$38 85	\$38 85	D A-HOT CK RESTITUTION/MRS MIKE COULTER
37040-AP	02/26/90	DORTHY ELMER CUMMINGS	\$9.48	\$9 48	CO TAX-UPSHUR CO TAX REFUND#49293
37041-AP	02/26/90	EAST TEXAS MACHINERY, INC	\$7 29	\$7 29	PCT#1-(1)O-RINGS&EL20W
37042-AP	02/26/90	EDNA F WELCH, CSR, RPR	\$75.00	\$75 00	D. CT-COURT REPORTING 1/2day 2/7/90
37043-AP	02/26/90	F L GARRISON	\$333.00	\$333 00	FEBRUARY '90/JUV. PROBATION BOARD
37044-AP	02/26/90	GARY MORGAN	\$250.00	\$250 00	D CT-CAUSE#10146/MICHAEL J BARTON
37045-AP	02/26/90	GASTEL TURNER	\$100.00	\$100 00	FEBRUARY '90/OFFICE EXPENSE
37046-AP	02/26/90	GENERAL TELEPHONE COMPANY	\$607 62	\$76 82 \$110.81 \$334 68 \$49 31 \$36.00	D CLK-#843-5031/FEB 10'90 BILLING D. CT-#843-2836/FEB 10'90 BILLING CO S-#843-2541/FEB 10'90 BILLING CO LIB-LITERACY/#843-3360 FEB 10'90 CO S-#1RT-2564/FEB 10'90 BILLING

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30047-AP	02/26/90	GILMER ANIMAL CLINIC	\$132.50	\$46.00	CO S-SEARCH TEAM/DOGS DIPPED
				\$52.50	CO S-SEARCH TEAM/BANDAGES/MEDICATIONS
				\$10.00	CO S-SEARCH TEAM/BANDAGES/SOLUTION
				\$24.00	CO S-SEARCH TEAM/VACINATIONS
30048-AP	02/26/90	GILMER DRUG COMPANY	\$134.63	\$7.05	CO JAIL-WINFORD PITTMAN/PRESCRIPTION
				\$25.57	CO JAIL-WINFORD PITTMAN/PRESCRIPTION
				\$39.93	CO JAIL-WILLIE WRIGHT/PRESCRIPTIONS
				\$6.49	CO JAIL-BESSIE STEPHENSON/PRESCRIPTION
				\$55.59	CO JAIL-EDDIE WINTON/PRESCRIPTIONS
30049-AP	02/26/90	GILMER NATIONAL BANK	\$800,000.00	\$800,000.00	CD#5172 TO MATURE 5.14/90@ 17% INTEREST
30050-AP	02/26/90	GLENN CAMPBELL, SR	\$288.00	\$288.00	PCT#4-(72)LOADS SAND/GRAVEL#4 #3
30051-AP	02/26/90	GLO, INC.	\$12.75	\$12.75	CO JAIL-RECHARGE 1018 ABC FIRE EXT, JAIL
30052-AP	02/26/90	GREG WEXLER	\$70.00	\$70.00	CO S-(2)HORSES SHOD/SEARCH TEAM
30053-AP	02/26/90	H & D TIRE & AUTOMOTIVE	\$4,194.02	\$11.59	PCT#1-(1)SHOVEL
				\$10.54	PCT#1-(6)ft HOSE, CLAMPS, SCREWS
				\$4.42	PCT#4-(2)WIPER BLADES
				\$3.25	PCT#2-(1)WD-40, (2)FT HOSE
				\$746.15	PCT#3-BARN IMPROVEMENTS, MASTER OIL FUSES, #4 CLEANER
				\$8.90	PCT#2-(10)BULBS
				\$8.70	J CTR-(2)SUP B/R V-BELTS
				\$9.95	PCT#4-(1)pr WELDING GLOVES
				\$25.90	J CTR-PAKE, DOUBLE BIT AXE GLOVES
				\$150.35	PCT#1-BATTERY, TERM, FILTERS, DRILL, TAP BITS
				\$50.80	PCT#2-(5)ASSORTED FILTERS
				\$45.09	PCT#2-(1)WD-40, FUEL PUMP RAD HOSE
				\$128.50	PCT#3-CHEVRON 80-90 85-140, 3gal 4x2 OIL 3.1
				\$121.90	PCT#1-(2)BATTERIES
				\$39.45	PCT#1-(1)DROP LIGHT/BULB
				\$26.93	PCT#1-(2)VALVE STEMS, DRILL TAP DIE
				\$9.23	CO BLDG-MINI TUBE CUTTER DRILL BITS
				\$83.36	PCT#1-(4)HOOKS(40)3/8 PROOF COIL CHAIN, BELT
				\$20.43	PCT#2-(2)SCREW DRIVERS(CAL TOOL
				\$70.56	PCT#3-FENCE MATERILAS/WIRE, CHAIN, ETC
				\$2.88	PCT#1-(8)NUTS
				\$29.29	PCT#2-FUEL PUMP,IGN SWITCH
				\$3.78	PCT#3-(2)PAPER TOWELS
				\$125.85	PCT#2-(150)ft ENCRY CLOTH SEALS, BEARINGS, DIRT MACH
				\$32.62	PCT#4-(2)SPRINGS(12)SPASSING RODS, LASSP
				\$143.41	PCT#1-(2)BATTERY, CORE, FILTERS
				\$228.25	PCT#1-WHL CYL, NEW
					3PK SHOES, CORE ROTOR SEAL, GASKET
				\$43.11	PCT#4-(1)MUFFLERS/CLAMPS

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				\$41.16	PCT#2-(12)WIX FILTERS
				\$18.70	PCT#1-SAND, CEMENT, SACKRETTE
				\$14.12	PCT#1-(1)TROWEL
				\$7.31	PCT#2-(65)COTTER PINS, TOOL
				\$227.21	PCT#1-ELECTRICAL PLUGS, OUTLETS WIRE NUTS
				\$36.64	PCT#2-BEARINGS, SPARK PLUGS, PT SET, CONDENSEE
				\$1.23	J CTR-LENS, WASHHER
				\$79.80	PCT#2-(4)5gal HYD OIL
				\$2.39	PCT#1-BRASS FITTINGS
				\$429.48	PCT#2-(2)TUBES&TIRES
				\$112.49	PCT#3-CHAINS, HOOK, RACKET SET, SIGNS
				\$4.14	PCT#3-MAG KEY HOLDER, BOLTS, NUTS
				\$43.44	PCT#3-(4)ASSORTED SHOVEL HANDLE, HOOK, CUT TO
				\$48.80	PCT#3-40ft 5/16 PROOF COIL CHAIN
				\$25.74	PCT#4-NUTS&BOLTS, 1/2 ALL-TRFND, DUDE, LADDF
				\$7.40	PCT#1-(1)SWITCH&WASHERS/AIR COMPRESSOR
				\$59.30	PCT#4-(1)STARTER&CORE, MUFFLER
				\$155.49	PCT#1-HYD OIL, WD-40, DELCO 400
					30, DEXRON, LOCKS, KEYS BULBS
				\$16.29	PCT#1-LIGHT/LENS, DRILL-TAP-DIE, BOLTS
				\$3.11	PCT#2-PAINT
				\$2.10	PCT#1-1/4" WIRE ROPE CLIP
				\$78.04	PCT#3-TIRE SPOON, LOCK RING&TIRE TOOL PATCHES
				\$3.50	PCT#4-TAIL PIPE HANGER, BRASS FITTING, SCREWS
				\$1.96	CO BLDG-1/2 INCH NIPPLES
				\$9.60	PCT#1-(4)SAKRETE
				\$74.02	PCT#1-(1)WIPER MOTCR
				\$7.48	PCT#4-(2)PKS TOWELS, FILTER
				\$367.39	PCT#3-(4)TUBES&TIRES, TIRE HDW, TOOL
				\$67.14	PCT#3-(1) 12TON JACK
				\$10.34	PCT#1-ASSORTED HYD FITTINGS&HOSE
				\$2.88	PCT#1-(2)WIPER BLADES
				\$35.70	PCT#1-PAINT, EMORY CLJTH, 30VDC, FUSES
				\$1.94	CO BLDG-STAPLES
				\$14.40	PCT#1-(6)SAKRETE
				\$2.00CR	PCT#1-(1)BATTERY CORE CHRQ
39034-AP	02/26/90	HENRY T LYNN	\$125.00	\$125.00	PCT#2-(50)LOADS SAND @#2 50aa
39035-AP	02/26/90	HERBERT L YOUNG	\$972.98	\$42.60	PCT#1-DELCO 400-30, OIL
				\$119.18	PCT#2-(118)gals PREM GAS@1 01aa
				\$959.70	PCT#1-(720)gals PREM#1 01'010'gals DIESEL
				\$148.50CR	PCT#1-WRONG AMT BILLED
39037-AP	02/26/90	HOLMES CONCRETE PIPE	\$234.91	\$5.26	PCT#4-(1)1"90 ELL, BUSHING, PVC, COMP UNIC
				\$3.30	PCT#4-(20)ft 3/4"PVC(2"3/4)COUPLINGS
				\$50.10	PCT#4-(2)24" TILE, FOX ROAD
				\$32.10	PCT#4-(2)15"x36"LONG TILE
				\$96.00	PCT#4-(8)12"ROAD TILE
				\$48.15	PCT#1-(3)15" TILE

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Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 02/13/90 thru 02/26/90

2400

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Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
02/26/90	INTERSTATE ELECTRIC	\$114.00	\$114.00	J CTR-(30)F40 LW/RS/LIGHT BULBS
02/26/90	J R S S	\$69.71	\$40.00	PCT#1-(30)gals GAS
			\$7.93	PCT#1-(5-gal)GAS&OIL
			\$1.78	PCT#1-(2)OIL@ 89ea
			\$20.00	PCT#1-GAS
02/26/90	JACK P. KIRBY, M.D.	\$316.28	\$35.00	NON DEPT-EMP PHY/LARRY SEWELL(CO S/RESERVE
			\$30.00	IND-KAREN BAILEY/OFFICE VISIT 12/18/89
			\$28.81	IND-KAREN BAILEY/OFFICE VISIT, LAB
			\$35.00	NON DEPT-EMP PHY/ROSEVELT WELLS(PCT#4)
			\$22.00	IND-JACK SETTLES/OFFICE VISIT
			\$28.00	IND-MARY SETTLES/OFFICE VISIT
			\$66.45	IND-MARY SETTLES/OFFICE VISIT, LAB
			\$27.02	IND-KAREN BAILEY/OFFICE VISIT, LAB
			\$22.00	IND-MARY SETTLES/OFFICE VISIT
			\$22.00	IND-MARY SETTLES/OFFICE VISIT
02/26/90	JACKSONVILLE PUBLIC LIBRARY	\$410.60	\$410.60	CO LIB-CONTEMPORARY AUTHORS V-1-5291
02/26/90	JAMES BARBER	\$81.00	\$81.00	PCT#4-(13 1/2)LOADS SPAVELS ea
02/26/90	JEAN CLARK	\$3.95	\$3.95	CO TAX-UPSHUR CO TAX REFUND#8297
02/26/90	JIMMY FANNIN	\$94.75	\$94.75	CO TAX-UPSHUR CO TAX REFUND#15475
02/26/90	JODAC OFFICE SUPPLY	\$32.50	\$32.50	CO S-REPAIR BASE ON SWIVEL ARM CHAIR
02/26/90	KIRBY RESTAURANT SUPPLY	\$279.70	\$279.70	CO JAIL-OVEN CLEANER, DETERGENT DIS- SOAP
02/26/90	LANIER BUSINESS PRODUCTS, INC	\$138.14	\$118.19	CO JAIL-LEASE#0703918/RECORDED 2/23/90
			\$19.95	CO JAIL-LEASE#0704032/FEB 23/90
02/26/90	LENA MAE JOHNSON	\$41.46	\$41.46	CO TAX-UPSHUR CO TAXREFUND#27383
02/26/90	LIVENCOD & MARTIN, ATTY	\$125.00	\$125.00	D CT-CAUSE#89-89/DELVAN PAY CUNNINGHAM 100 : 11
02/26/90	LONGVIEW ASPHALT INC.	\$1,735.97	\$493.44	PCT#3-(20 56)TONS OIL SAND\$24 ea
			\$397.97	PCT#3-(19 51)TONS OIL SAND\$21 50ea
			\$378.00	PCT#2-(15 75)TONS OIL SAND\$24 00ea
			\$466.56	PCT#3-(19 44)TONS OIL SAND\$24ea
02/26/90	LONGVIEW SPRING & BRAKE CO.	\$184.10	\$184.10	PCT#1-#119/REPAIR PARTS(SPRING), CASER
02/26/90	LOWRY PRODUCTS&SERVICES, INC	\$132.04	\$132.04	CO JAIL-#1765 EC-EVIDENCEKIT#32-04-04-000
02/26/90	LURLINE L. STRACENER	\$2.45	\$2.45	CO TAX-UPSHUR CO TAX REFUND#48290
02/26/90	M.R. PATTON	\$2,300.00	\$230.00	D CT-CAUSE#10116/JANICE DENISE JOHNSON

DEER COUNTY

ACCOUNTS PAYABLE SYSTEM

02-26-1990

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 02/13/90 thru 02/26/90

Check #	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$250 00	D. CT-CAUSE#10, 125/RONALD W WARNER
				\$250 00	D CT-CAUSE#10166/BILLY THOMAS DAVIS
				\$250 00	D CT-CAUSE#10118/CHERYL ALLEN
				\$350 00	D CT-CAUSE#10087/JAMES EDWARD MAY
				\$250 00	D CT-CAUSE#J989/D L H
				\$150 00	D CT-CAUSE#52-90/MICHAEL WILLIAMS
				\$250 00	D CT-CAUSE#10, 089/DAVID SHICO
				\$150 00	D. CT-CAUSE#J-1-90/G S D
				\$150 00	D. CT-CAUSE#J-2-90/T L L G
3905-AP	02/26/90	MCCAULEY & SON MEMORIAL CHAPEL	\$397 00	\$397 00	NON DEPT-LILLIAN CARPENTER SERVICES
3906-AP	02/26/90	MED SHOP	\$20 00	\$20 00	CO JAIL-MONTHLY RENTAL ON WHEELCHAIR W BATT
3907-AP	02/26/90	MED SHOP	\$51 06	\$51 06	D A-HOT CK RESTITUTION/CRYSTAL S FRISING
3908-AP	02/26/90	MICHEAL SMITH	\$7 13	\$7 13	ELECTION-REIMBURSE 'AIS SCHOOL STYLEP
3909-AP	02/26/90	MICKE/ BUCHANAN	\$300 00	\$300 00	CO LIB-(OLD)LIB/TAR FLASHING WHERS BLDG REPTD
3910-AP	02/26/90	MOBIL OIL CREDIT CORPORATION	\$18 18	\$18 18	CO S-ACCT#8919300593/GAS FEB 9/90 BILL
3911-AP	02/26/90	MOSBY MECHANICAL CO., INC	\$401 98	\$175 98 \$226 00	CO JAIL-(16)RELAYS \$29 30ea CO JAIL-VENT HOOD FAN/LABDR
3912-AP	02/26/90	McELROY METAL	\$2,915 93	\$2,915 93	PCT#3-SIERRA GOLD METAL ETC/BARN IMPROVEMENT
3913-AP	02/26/90	NATIONAL ASSOCIATION OF COUNTI	\$417 00	\$417 00	NON DEPT-MEMBERSHIP DUES 4 30/90-4 30/91
3914-AP	02/26/90	OGLESBY GULF	\$8 00	\$8 00	PCT#1-(1)TUBE
3915-AP	02/26/90	PARA-RESCUE	\$623 50	\$623 50	CO JAIL-WINFRED PITMAN/BAYLOR STYLEP 1-23/90
3916-AP	02/26/90	PATRICIA HARRISON	\$80 00	\$80 00	CO CT-COURT REPORTING FEB 8 90
3917-AP	02/26/90	PAUL KNIGHT	\$55 00	\$55 00	PCT#4-(11)LOADS GRAVEL@5 00ea
3918-AP	02/26/90	PITNEY-BOWES	\$363 50	\$254 00 \$109 50	CO CLK-MODEL#5460/S#123992-MAIL MACH 0/90-3 00 NON DEPT-D CLK/MODEL#5318 S#963295 3 90-3 90
3919-AP	02/26/90	QUILL CORPORATION	\$80 49	\$80 49	EMG MGT&IC-(12)BENDERS, PENS
3920-AP	02/26/90	R E "BOB" CROWDER	\$210 00	\$210 00	FEBRUARY '90/OFFICE EXPENSE
3921-AP	02/26/90	RADIO SHACK	\$10 95	\$10 95	CO JAIL-POWER ADAPTER
3922-AP	02/26/90	RUSSELL TACKETT	\$1,095 00	\$1,095 00	PCT#2/1TON TRUCK&EQIP/FEBRUARY '90
3923-AP	02/26/90	RUTH WHITESIDE	\$25 00	\$25 00	FEBRUARY '90/SERVICE AS LAW LIBRARIAN

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ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 02/13/90 thru 02/26/90

Check #	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
27103-AP	02/26/90	S & S OFFICE WORLD, INC	\$212 29	\$212 29	DUPLICATOR-MASTER-RISO, BLK INK, FRGT
27105-AP	02/26/90	SALEM PRESS, INC	\$264 00	\$264 00	CD LIB-CUST#LTX352/DRAMA SERIES FRGT
27106-AP	02/26/90	SHORT-STOP-FINA #12	\$25 00	\$25 00	D A-HOT CK RESTITUTION/TINA DENTON
27107-AP	02/26/90	SWIFT INDEPENDENT PACKING	\$1,112 40	\$207 75 \$194 47 \$335 30 \$374 88	CD JAIL-CUST#17130/MEATS CD JAIL-CUST#17130/STEAK, SAUSAGE, CHICKEN CD JAIL-CUST#17130/MEATS CD JAIL-CUST#17130/ASSORTED MEATS
27108-AP	02/26/90	T B THOMPSON	\$73 50	\$73 50	CD TAX-UPSHUR CO TAX REFUND#50849
27109-AP	02/26/90	TELETOUCH CORPORATION	\$26 75	\$26 75	JP#1-ACCT#LD2540/#4586 DISPLAY PAGER
27110-AP	02/26/90	TEXACO INC.	\$92 11	\$92 11	CD 3-ACCT#6103028459/FEB 2'90 BILLING
27111-AP	02/26/90	TEXAS DISTRIBUTORS OF POLICE S	\$91 00	\$46 00 \$45 00	CD 3-SWITCH, FLASHER, FUSE HOLDER, RADIO L-CC CD 3-REMOVE&INSTALL RADIO
27112-AP	02/26/90	TEXAS DISTRICT & COUNTY ATTORN	\$114 98	\$62 23 \$52 75	D CLK-(24)GRAND JURY HANDBOOKS, FRGT D A-(1000)TX CRIME VICTIMS BILL OF RIGHTS
27113-AP	02/26/90	TEXAS STEEL CULVERT CO, INC	\$2,880 00	\$1,989 00 \$891 00	PCT#1-BRIDGE/60"X24"X84"X30 SPIRAL CULVERT PCT#1-BRIDGE/72"X30ft 16GA SPIRAL CULVERT
27114-AP	02/26/90	THE GILMER MIRROR	\$108 45	\$96 80 \$11 65	CD 3-(3)bx's ENVELOPES(3)REPT CAS(1)ORGANIZ CD 3-(1)A-Z FILE
27115-AP	02/26/90	THE SOFTWARE GROUP, INC.	\$1,882 40	\$1,585 00 \$151 48 \$145 92	COMPUTER-CD CLK/GENICOM 1020 PRINTER, 3 1 55 CD TREAS-(400)W2'S(200)1099 FORMS, FRGT CD TREAS-(2 11M 3PART COUNTY RECEIPTS FRGT
27116-AP	02/26/90	TODD TEFTELLER	\$300 00	\$300 00	D CT-CAUSE#10, 161/HUGH DOYLE TACKETT
27117-AP	02/26/90	TOM RAINEY	\$104 00	\$104 00	PCT#2-(10)STREET SIGNS\$8 ea
27118-AP	02/26/90	TRACY S JACOBS	\$48 59	\$48 59	CD TAX-UPSHUR CO TAX REFUND#26554
27119-AP	02/26/90	TRANSIT MIX CONCRETE SUPPLY	\$120 00	\$120 00	PCT#1-BRIDGE ACCT/4yds REMIX
27120-AP	02/26/90	TYPERIGHT BUSINESS SYSTEMS	\$84 75	\$84 75	CD 3-IBM III/PARTS/LABOR
27121-AP	02/26/90	UPSHUR CO PAYROLL CLEARING	\$275 00	\$275 00	CAUSE#88-2006-E/FEBRUARY'90
27122-AP	02/26/90	UPSHUR COUNTY INSURANCE ACCOUN	\$25,895 23	\$25,895 23	DECEMBER '89 INSURANCE CLAIMS
27123-AP	02/26/90	UPSHUR COUNTY INSURANCE ACCOUN	\$13,539 38	\$13,539 38	DECEMBER '89 INSURANCE PRE CLAIMS
27124-AP	02/26/90	UPSHUR COUNTY PAYROLL	\$10 00	\$10 00	UPSHUR CO PAYROLL CLEARING/FEB'90

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Approved Disbursements

ALL Checking Accounts

Disbursements Made from 02/13/90 thru 02/26/90

SOFTWARE GROUP, INC

Check #	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
37115-AP	02/26/90	UPSHUR COUNTY-SHERIFF DEPT	\$60 00	\$60 00	CO JAIL-REIMBURSE/SCHOOL FOR 9 SINGLE
37115-AP	02/26/90	UPSHUR COUNTY WRECKER SERVICE	\$186 79	\$145 59	CO S-U-JOINTS, SEAL FILTERS, TRANS FL, L&CP
				\$41 20	CO S-UNIT#11/OIL, FILTERS, LABOR
37117-AP	02/26/90	VINGO FOODS	\$42 35	\$42 35	D A-HOT CK RESTITUTION/JOYCE CHILDRESS
37117-AP	02/26/90	VINYARD S	\$158 11	\$38 11	D A-HOT CK RESTITUTION/MARY BELLOTTE
				\$30 00	D A-HOT CK RESTITUTION/TIM CARPENTER
				\$33 00	D A-HOT CK RESTITUTION/BART ARRINGTON
				\$30 00	D A-HOT CK RESTITUTION/ALICE SUE STAFF
				\$27 00	D A-HOT CK RESTITUTION/MS REK L BARNWELL
37120-AP	02/26/90	W S CHASTEEN	\$210 00	\$210 00	FEBRUARY '90/OFFICE EXPENSE
37121-AP	02/26/90	WAL-MART #146	\$390 25	\$92 94	D A-HOT CK RESTITUTION/SUZY ATCHLEY
				\$28 73	D A-HOT CK RESTITUTION/WICKIE JAMES
				\$69 83	D A-HOT CK RESTITUTION/LULIE FRIED
				\$38 15	D A-HOT CK RESTITUTION/NOREEN BARNWART
				\$33 46	D A-HOT CK RESTITUTION/DENISE MCNEESE
				\$24 64	D A-HOT CK RESTITUTION/TINA MARIE STILL
				\$102 50	D A-HOT CK RESTITUTION/SHARON SUTHERLAND
37122-AP	02/26/90	WALMART STORE #146	\$106 61	\$24 96	PCT#1-11 RAIN SUIT
				\$57 34	CO S-FILM
				\$15 93	PCT#3-(1) SHOVEL, UTILITY MIRD
				\$5 42	CO LIS-LITERACY/MEMO CUBE, SUPPLIES
				\$2 96	CO JAIL-SOLID SOLDER
37123-AP	02/26/90	WANDA HUTCHINS	\$7 13	\$7 13	ELECTION-REIMBURSE MEAL&AIB SCHOOL TRIP
37124-AP	02/26/90	WASHCO, INC	\$96 50	\$96 50	CO JAIL-WASHER PARTS, SEPV CHRG, L&CP
37125-AP	02/26/90	WASTE MANAGEMENT CO	\$1,230 48	\$450 00	WASTE-#779555/UNSCHEDULED 2/5/90, 2/1-31/90
				\$328 87	SERVICE
					WASTE/PCT#3-#779552 1/29-1/31/90 2/1-28/90
					UNSCHED 2/14, 3/1-31/90
				\$83 87	WASTE-PCT#2/#779554 1/29-31/90, 2/1-28/90
					3/1-31/90
				\$83 87	WASTE-PCT#1-#779555 1/29-31/90
					2/1-28/90, 3/1-31/90
				\$83 87	WASTE-PCT#4-#779559 1/29-31/90 2/1-28/90
					3/1-31/90
37126-AP	02/26/90	WEST PUBLISHING	\$45 00	\$45 00	CONTRACT#14058/ACCT#866750300/2 90
37127-AP	02/26/90	WEST PUBLISHING COMPANY	\$135 50	\$9 50	D A-TX PR J23 1989 PP
				\$63 00	CO CT-TX ST-GEN IND 4VCL
				\$63 00	D A-TX ST-GENIND 4VCL

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JOSHUA COUNTY

ACCOUNTS PAYABLE SYSTEM

23 FEB 1990

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 02/13/90 thru 02/25/90

Check #	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
17722-APCA	02/16/90	GILMER NATIONAL BANK	\$227 84	\$227 84	CLEAR OUTSTANDING CHECKS&FNS ACCT
Total for APCA - Accounts Payable Clearing Account			\$227 84		

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Approved Disbursements
ALL Checking Accounts

Disbursements Made from 02/13/90 thru 02/26/90

SOFTWARE GROUP, INC.

VOL 35 PG 152

Check #	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
1007-INS	02/20/90	TRANSPORT LIFE INSURANCE	\$7,048.42	\$7,048.42	1ST BI-MONTHLY DRAFT FOR FEBRUARY '90
Total for INS - INSURANCE			\$7,048.42		
Grand Total			\$917,180.43		

Everett Dean
 County Judge, Everett Dean

Gaddis Lindsey
 Commissioner Pct#1, Gaddis Lindsey

Bill Loggins
 Commissioner Pct#2, Bill Loggins

David Loyd
 Commissioner Pct#3, David Loyd

Tommy Eatherton
 Commissioner Pct#4, Tommy Eatherton

APPROVED
 BY _____
 DATE FEB 15 1990
 COUNTY CLERK

VOL 35 PG 160

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT # 2
DATE 2-23-90

Formal notice is hereby given that Sharon Fincher
whose principal address is Rt. 2 Box 350, Gilmer, TX
does propose to place a Culvert
within the ROW of County Road Panetta Rd.
as follows:

762-2676

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 Sharon Fincher

TITLE _____



ADDRESS _____

Two staff members would like to attend this workshop in Mt. Pleasant on March 14th.

VOL 35 PG 161

YOUNG ADULTS: WHO ARE THEY? AND WHAT ARE THEY DOING IN OUR LIBRARIES?

A Workshop Presented by the Northeast Texas Library System

MARCH 14: MT. PLEASANT

MARCH 15: IRVING

Featuring **CHRISTY TYSON**

Christy Tyson, currently Youth Services Consultant with the State Library in Alabama, has been actively involved in young adult services since 1968. Besides serving as a junior/senior high school librarian on the Papago Indian Reservation, she has also been a young adult librarian in public libraries in Utah and Arizona and a young adult services coordinator in Spokane, WA.

Tyson is a regular reviewer for *Voice of Youth Advocates* and is co-author of the "Paperbacks for Young Adults" column in *Emergency Librarian*. She has been elected president of the Young Adult Services Division of the American Library Assn. for 1990-91.

AGENDA

- 9:00 a.m. - 9:30 a.m.
Coffee & Registration
- 9:30 a.m. - 10:45 a.m.
WHO ARE YOUNG ADULTS?
- 10:45 a.m. - 11:00 a.m.
Break
- 11:00 a.m. - 11:30 a.m.
BASIC SERVICES TO YOUNG ADULTS
- 11:30 a.m. - 1:00 p.m.
Lunch
- 1:00 p.m. - 3:15 p.m.
YOUTH PARTICIPATION
- 3:15 p.m. - 3:30 p.m.
Break
- 3:30 p.m. - 4:30 p.m.
DISCUSSION; QUESTIONS

WORKSHOP OBJECTIVES

- To promote awareness of the psychological, social and physical factors that define young adults;
- To present an overview of basic library services for young adults;
- To help participants to clarify their priorities in providing library services to young adult;
- To identify different methods of soliciting user input for service development, with emphasis on active youth participation in library decision-making

EXHIBIT "A-1"

DESCRIPTION OF AREA: UPSHUR COUNTY RURAL FIRE PREVENTION DISTRICT
NO. 1Upshur County (Acts Feb. 4, 1858, p. 105,
April 12, 1873, pg. 37) P. D. 415

Title XXIV. County Boundaries UPSHUR COUNTY

(2729) Art. [914.] BEGINNING on Sabine River, one mile above the mouth of Harris Creek; THENCE due North with the Wood County line to the Southwest corner of Camp County; THENCE with the South line of said county East through a point twelve miles due North of Gilmer to Big Cypress; THENCE down the same to the Southwest corner of George Martin's and North corner of R. M. Watkins' surveys; THENCE down said stream to the lower corner of said Watkins' survey; THENCE with the Northeast line of said survey to the East corner thereof; THENCE with the Southeast line of the same to a point due South of the North corner of said Watkins' Survey; THENCE due South with the line of Marion and Harrison Counties to Little Cypress Creek; THENCE up the same to the mouth of Glade Creek; THENCE up the same to the crossing of the road from Marshall to Gilmer; THENCE on a direct line to the corner of Smith and Rusk Counties on Sabine River (provided said line shall not approach nearer than twelve miles of Gilmer); THENCE up said river to the place of beginning.

CORRECTED BOUNDARIES: BEGINNING on Sabine River, one mile above the mouth of Harris Creek; THENCE due North with the Wood County line to the Southwest corner of Camp County; THENCE with the South line of said County East through a point twelve miles due North of Gilmer to Big Cypress; THENCE down the same to a corner of George Martin's and North corner of R. M. Watkins' surveys; THENCE down said stream to the lower corner of said Watkins' Survey; THENCE with the Northeast line of said survey to the East corner thereof; THENCE with the Southeast line of the same to a point due South of the North corner of said Watkins' Survey; THENCE due South with the line of Marion and Harrison counties to Little Cypress Creek; THENCE up the same to the mouth of Glade Creek; THENCE up the same to the crossing of the North road from Marshall to Gilmer; THENCE South 30 West 2½ miles to Omega on the South Marshall and Gilmer Road; THENCE S 56½° W 5.2 miles to a point 12 miles S 35° E. from Gilmer; THENCE S 63° West 9 miles on a direct line to the Northeast corner of Smith County, on Sabine River; THENCE up said river to the place of beginning.

Created from Nacogdoches and Harrison Counties by act of April 27, 1848, pg. 139; boundary line changed by acts of February 4, 1858, p. 105, and April 12, 1873, p. 37. The line given above between Gregg and Upshur Counties is according to agreement between them. See Act. April 6, 1874, p. 65, creating Camp County.

The Commissioners Court of Upshur County, by unanimous vote (1-31-90), voted to accept the Petition as submitted with the following amendment:

The Petition as submitted by the Upshur County Fire Fighters Association is hereby approved and accepted by the Court, and is to be duly recorded in the County Clerk's Office as approved and accepted with the following exception (below):

"The metes and bounds of the proposed rural fire prevention district (Upshur County Rural Fire Prevention District No. 1), as described in the Petition, by this amendment, must exclude those areas and residents residing within the incorporated city limits of Ore City, Gilmer, and Big Sandy, by virtue of the governing bodies of those cities' stated desire that they be excluded from said District."

ORDER
CALLING ELECTION ON CREATION OF UPSHUR COUNTY RURAL FIRE PREVENTION
DISTRICT NO. 1

Whereas, Article III, Sec. 48-d of the Texas Constitution and Article 2351a-6, Sec. 1, V.T.C.A., authorize the organization of rural fire prevention districts in Texas; and

Whereas, in accordance with Article 2351a-6, Sec. 2, qualified voters who own property within the proposed district have petitioned for the creation of a rural fire prevention district wholly within Upshur County; and

Whereas, pursuant to Article 2351a-6, Sec. 6, the Commissioners Court of Upshur County has granted said petition.

NOW, THEREFORE:

1. Pursuant to Article 2351a-6, Sec. 8, the Upshur County Commissioners Court hereby calls an election to confirm the organization of Upshur County Rural Fire Prevention District No. 1, and to authorize the levy of a tax not to exceed three cents (.03) on the One Hundred Dollars (\$100.00) valuation.
2. Upshur County Rural Fire Prevention District No. 1 shall encompass land within the boundaries described in the metes and bounds description, as amended, and illustrated on the map, attached hereto and incorporated herein as exhibits "A-1" and "A-2".
3. The election on the creation of Upshur County Rural Fire Prevention District No. 1 shall be held on Saturday, May 5, 1990, from 7:00 a.m. to 7:00 p.m., at the election polling stations listed and attached hereto as exhibit "A-3".
4. At the election to create Upshur County Rural Fire Prevention District No. 1, the following proposition shall appear on the ballot:

Confirming the organization of Upshur County Rural Fire Prevention District No. 1, and authorizing the levy of an advalorem tax not to exceed Three Cents (.03) on the One Hundred Dollars (\$100.00) valuation of property within the District.

Said proposition shall appear on the ballot in the format prescribed by the Texas Election Code.

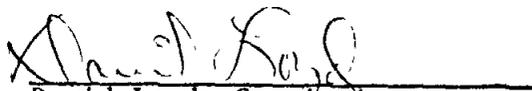
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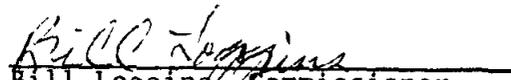
5. At the election on the creation of Upshur County Rural Fire Prevention District No. 1, all registered voters residing within the boundaries of the proposed district as shown by exhibits "A-1" and "A-2" may vote in the election.

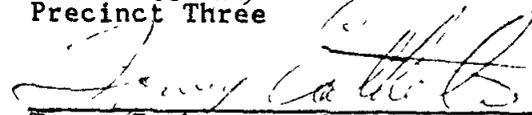
BE IT SO ORDERED ON THIS 26th day of February, 1990.


Everett Dean
Upshur County Judge


Gaddis Lindsey, Commissioner
Precinct One


David Loyd, Commissioner
Precinct Two


Bill Loggins, Commissioner
Precinct Three


Tommy Eatherton, Commissioner
Precinct Four

ATTEST:


Rex Shaw
County Clerk

order/1

Date: 2-26-90

COMMISSIONER COURT
ATTENDANCE SHEET

Name	City of Residence
Jimmie Hill	Helena
Bob Arnold	Mt Pleasant
Buck Cross	Gilmer
William Gordon	GILMER
Jesse Harrison	Gilmer
P. J.
...	...
My wife	Wagon Co

CHECK.....	DATE PRINTED	PAYROLL DATE	Issued to.....	NET PAY.	STATUS
39135-P	02/27/90	02/28/90	DEAN, CHARLES EVERETT	1,951.79	
39136-P	02/27/90	02/28/90	JOHNSON, BOBBIE EVELYN	1,041.01	
39137-P	02/27/90	02/28/90	CAIN, DERONDA KAYE	887.27	
39138-P	02/27/90	02/28/90	LOFTIS, JO ANN	757.39	
39139-P	02/27/90	02/28/90	MORRIS, ADDIE RENE	784.42	
39140-P	02/27/90	02/28/90	SHAW, REX AUDENE	1,389.54	
39141-P	02/27/90	02/28/90	LOYD, DANNY MICHAEL	985.23	
39142-P	02/27/90	02/28/90	COX, MARY ROSE	617.49	
39143-P	02/27/90	02/28/90	FORE, SHIRLEY C	2,109.02	
39144-P	02/27/90	02/28/90	WHITESIDE, RUTH TYSON	1,014.85	
39145-P	02/27/90	02/28/90	EAST, KAREN A	794.19	
39146-P	02/27/90	02/28/90	HAMBERLIN, FRANKIE M.	859.83	
39147-P	02/27/90	02/28/90	MASK, JANET F	785.13	
39148-P	02/27/90	02/28/90	PILCHER, JEAN S	760.88	
39149-P	02/27/90	02/28/90	RAY, HORACE ANDY	1,340.70	
39150-P	02/27/90	02/28/90	MOORE, BARBARA L.	684.20	
39151-P	02/27/90	02/28/90	RAY, WILLIAM VALTON	1,099.05	
39152-P	02/27/90	02/28/90	SMITH, NADRA CITA	734.62	
39153-P	02/27/90	02/28/90	WEAVER, CAROLYN JO	784.57	
39154-P	02/27/90	02/28/90	CROWDER, R E.	473.50	
39155-P	02/27/90	02/28/90	CHASTEEN, W S	627.46	
39156-P	02/27/90	02/28/90	TURNER, GASTEL	54.75	
39157-P	02/27/90	02/28/90	MARLOWE, CLEO RANDALL	535.15	
39158-P	02/27/90	02/28/90	BRUNSON, MARY DELL	916.51	
39159-P	02/27/90	02/28/90	GREENE, CYNTHIA JEAN	711.97	
39160-P	02/27/90	02/28/90	JONES, EVELYN D.	760.21	
39161-P	02/27/90	02/28/90	NISBETT, ROBERT S	1,800.20	
39162-P	02/27/90	02/28/90	WOODFIN, ROBERT STEPHEN	1,989.46	
39163-P	02/27/90	02/28/90	FLIPPO, DONA	817.01	
39164-P	02/27/90	02/28/90	WEIN, NANETTE RUTH	1,571.87	
39165-P	02/27/90	02/28/90	HARRIS, MYRA NELL	838.33	
39166-P	02/27/90	02/28/90	HOWELL, LINDA LOUISE	749.95	
39167-P	02/27/90	02/28/90	VICK, THOMAS VERNON	1,449.18	
39168-P	02/27/90	02/28/90	DAVIS, LAVADA M	883.54	
39169-P	02/27/90	02/28/90	HOLLOWAY, BARBARA J	871.90	
39170-P	02/27/90	02/28/90	HUTCHINS, WANDA L.	637.55	
39171-P	02/27/90	02/28/90	KING, BATINA ANN	525.55	
39172-P	02/27/90	02/28/90	PATTERSON, SHIRLEE H.	601.45	
39173-P	02/27/90	02/28/90	SMITH, MICHEAL LOYD	1,421.28	
39174-P	02/27/90	02/28/90	THOMPSON, TALITHA LYNN	588.95	
39175-P	02/27/90	02/28/90	WESSON, PAMELA JOY	714.52	
39176-P	02/27/90	02/28/90	WHITAKER, LADONNA LEE	800.82	
39177-P	02/27/90	02/28/90	COOK, JOHN RUBIN	900.92	
39178-P	02/27/90	02/28/90	NIX, CHESTER WAYNE	615.26	
39179-P	02/27/90	02/28/90	PALMER, LINDA S	640.45	
39180-P	02/27/90	02/28/90	TOWNSEND, JOHN BURL	752.08	
39181-P	02/27/90	02/28/90	WEBB, SHAUNDA D	469.53	
39182-P	02/27/90	02/28/90	SMITH, BARNEY GRANT	784.15	
39183-P	02/27/90	02/28/90	HOLT, ONIE JR	510.89	
39184-P	02/27/90	02/28/90	BARTON, BOBBY G	637.27	
39185-P	02/27/90	02/28/90	SEAHORN, CHARLES WAYNE	510.89	
39186-P	02/27/90	02/28/90	JENKINS, STANLEY EUGENE	320.03	

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CHECK	DATE PRINTED	PAYROLL DATE	Issued to...	NET PAY	STATUS
39187-P	02/27/90	02/28/90	ALEJANDRO, ADOLFO	1,177.64	
39188-P	02/27/90	02/28/90	BENGE, RONALD DALE	1,171.35	
39189-P	02/27/90	02/28/90	BETTERTON, ANTHONY SCOTT	1,307.10	
39190-P	02/27/90	02/28/90	CROMLEY, ROBERT ALLEN	1,208.77	
39191-P	02/27/90	02/28/90	CROSS, RICHARD D	1,582.23	
39192-P	02/27/90	02/28/90	FORTSON, LARRY WAYNE	1,232.32	
39193-P	02/27/90	02/28/90	GARNER, PAULA NANETTE	909.78	
39194-P	02/27/90	02/28/90	HARRIS, JAMES CLAYTON	2,202.82	
39195-P	02/27/90	02/28/90	JORDAN, MURRAY K	1,457.85	
39196-P	02/27/90	02/28/90	JULIAN, MARCENE	818.26	
39197-P	02/27/90	02/28/90	KUHN, JERRY LYNN	1,167.53	
39198-P	02/27/90	02/28/90	MAYFIELD, KENNETH MURL	767.05	
39199-P	02/27/90	02/28/90	MITCHELL, DENNIS E	1,326.92	
39200-P	02/27/90	02/28/90	NORMAN, SELTON RONALD	124.81	
39201-P	02/27/90	02/28/90	SANDERS, BOBBY NEAL	1,305.85	
39202-P	02/27/90	02/28/90	WILLIAMS, BILL GENE	2,270.58	
39203-P	02/27/90	02/28/90	YOUNG, LELAND WAYNE	1,209.11	
39204-P	02/27/90	02/28/90	BARBER, B DARLENE	1,003.91	
39205-P	02/27/90	02/28/90	BEAN, ELIZABETH M	870.13	
39206-P	02/27/90	02/28/90	BETTERTON, NANCY LYN	1,378.04	
39207-P	02/27/90	02/28/90	GAGE, JANIE ELIZABETH	1,008.09	
39208-P	02/27/90	02/28/90	GARDNER, LENA F	1,023.26	
39209-P	02/27/90	02/28/90	GRISWOLD, JAMES E.	986.80	
39210-P	02/27/90	02/28/90	GRUNDEN, JULIE F	973.37	
39211-P	02/27/90	02/28/90	HUDGINS, ROYCE L.	974.87	
39212-P	02/27/90	02/28/90	JENKINS, STANLEY E.	902.72	
39213-P	02/27/90	02/28/90	LINGLE, JOSEPH RICHARD JR	991.51	
39214-P	02/27/90	02/28/90	MARSHALL, ELNDRA	594.23	
39215-P	02/27/90	02/28/90	MULLINIX, LARRY WAYNE	632.75	
39216-P	02/27/90	02/28/90	MURPHY, NADRA H	1,023.26	
39217-P	02/27/90	02/28/90	ROBINSON, BARBARA GALE	909.69	
39218-P	02/27/90	02/28/90	ROBINSON, DONNA G.	1,071.18	
39219-P	02/27/90	02/28/90	SALOIS, GEORGE CARL	977.72	
39220-P	02/27/90	02/28/90	WALKER, DIANE	682.37	
39221-P	02/27/90	02/28/90	WEBB, JERRY H	899.44	
39222-P	02/27/90	02/28/90	MITCHELL, RONNIE GENE	1,892.86	
39223-P	02/27/90	02/28/90	TOMLIN, NORMA C	1,400.51	
39224-P	02/27/90	02/28/90	BECK, EARNEST EARL	850.88	
39225-P	02/27/90	02/28/90	FIELDS, ROBERT LEWIS	600.38	
39226-P	02/27/90	02/28/90	GILMORE, LARRY F.	684.47	
39227-P	02/27/90	02/28/90	JOHNSON, ARCHIE LEON	780.92	
39228-P	02/27/90	02/28/90	LINDSEY, GADDIS M	1,714.04	
39229-P	02/27/90	02/28/90	MOON, ANTHONY R	928.35	
39230-P	02/27/90	02/28/90	MYERS, GLENN W JR	818.86	
39231-P	02/27/90	02/28/90	PENDARVIS, RANDY D	907.21	
39232-P	02/27/90	02/28/90	SMITH, EDDIE J.	883.01	
39233-P	02/27/90	02/28/90	STOKER, JAMES LOUIS	1,157.52	
39234-P	02/27/90	02/28/90	CROCKETT, HARRY JAMES	808.97	
39235-P	02/27/90	02/28/90	FATHERREE, MERKEL FREDERICK	1,051.37	
39236-P	02/27/90	02/28/90	JEFFERY, DONALD RAY	856.94	
39237-P	02/27/90	02/28/90	JOHNSON, IVORY GENE	1,243.39	
39238-P	02/27/90	02/28/90	LOGGINS, BILL JR.	1,715.44	

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CHECK ...	DATE PRINTED	PAYROLL DATE	Issued to.	NET PAY.	STATUS
39239-P	02/27/90	02/28/90	MITCHELL, DAVID T.	686.44	
39240-P	02/27/90	02/28/90	PENDARVIS, ABBOTT LYNN	1,247.27	
39241-P	02/27/90	02/28/90	ROEDER, RAYMOND R.	833.19	
39242-P	02/27/90	02/28/90	SMITH, RANDAL E.	666.56	
39243-P	02/27/90	02/28/90	TACKETT, RUSSELL JUNIOR	339.70	
39244-P	02/27/90	02/28/90	ARRINGTON, ROBBIE L.	1,286.21	
39245-P	02/27/90	02/28/90	BOOBAR, MARK B	971.08	
39246-P	02/27/90	02/28/90	CHALK, FLOYDIA EDWARD	1,098.35	
39247-P	02/27/90	02/28/90	GLENN, BILLY E.	935.10	
39248-P	02/27/90	02/28/90	GORDON, R. C.	655.19	
39249-P	02/27/90	02/28/90	HODGES, ALBERT EARL	609.92	
39250-P	02/27/90	02/28/90	HUGHES, ZACK	693.99	
39251-P	02/27/90	02/28/90	LOYD, DAVID GRANT	1,829.92	
39252-P	02/27/90	02/28/90	THOMPSON, THOMAS A	1,187.11	
39253-P	02/27/90	02/28/90	TUCKER, HOWARD KEVIN	929.04	
39254-P	02/27/90	02/28/90	WALTON, MELVIN	441.06	
39255-P	02/27/90	02/28/90	CAMPBELL, GLENN EDWARD	1,170.49	
39256-P	02/27/90	02/28/90	EATHERTON, THOMAS EDWARD	1,743.19	
39257-P	02/27/90	02/28/90	GURLEY, WILLIAM EDWARD	1,036.86	
39258-P	02/27/90	02/28/90	HUTCHINGS, JAMES HOWARD	600.45	
39259-P	02/27/90	02/28/90	KELLY, ROOSEVELT	513.69	
39260-P	02/27/90	02/28/90	MORRIS, BEN SPENCER	983.63	
39261-P	02/27/90	02/28/90	SHAW, TOM P	470.88	
39262-P	02/27/90	02/28/90	TIMMONS, GERALD WAYNE	908.10	
39263-P	02/27/90	02/28/90	WEAVER, G B	349.70	
39264-P	02/27/90	02/28/90	JOHNSON, GERALD DON	1,299.30	
39265-P	02/27/90	02/28/90	HOWELL, LUANA G.	203.63	
39266-P	02/27/90	02/28/90	MONK, ALTA GRACE	566.67	
39267-P	02/27/90	02/28/90	MORRISON, JOYCE FRANCES	1,328.92	
39268-P	02/27/90	02/28/90	SANDERS, SANDY E.	219.29	
39269-P	02/27/90	02/28/90	SMITH, EMMA JEAN	767.93	
39270-P	02/27/90	02/28/90	WILLIAMS, JANET C.	517.77	
39271-P	02/27/90	02/28/90	YOUNG, YOLANDA	695.95	
39272-P	02/27/90	02/28/90	COLLIER, ANNIE BELLE	943.55	
39273-P	02/27/90	02/28/90	NICKERSON, JEROME EDWIN	270.59	
39274-P	02/27/90	02/28/90	SHATTLES, CYNTHIA C.	265.50	
				131,588.61	
				131,588.61	

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Everett Dean
County Judge, Everett Dean

Gaddis Lindsey
Commissioner Pct.#1, Gaddis Lindsey

Bill Loggins
Commissioner Pct.#2, Bill Loggins

David Loyd
Commissioner Pct.#3, David Loyd

Tommy Eatherton
Commissioner Pct.#4, Tommy Eatherton

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC.

Disbursements Made from 02/27/90 thru 02/28/90

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Check #	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
39277-AP	02/28/90	ARKLA GAS	\$1,378 70	\$1,077 88 \$300 82	J CTR-ACCT#152070B101502/FEB 20'90 BILL CT H-ACCT#152070B296005/FEB 20'90 BILL
39278-AP	02/28/90	BENEFIT PLAN ADMINISTRATORS, I	\$8,094 14	\$8,094 14	BENEFIT CONTRIBUTIONS/FEBRUARY '90 PAYROLL
39279-AP	02/28/90	CIRCLE M RANCHWEAR	\$72 40	\$72 40	D A-HOT CK RESTITUTION/MARY BELLOTTE
39280-AP	02/28/90	CITY OF GILMER	\$1,009 66	\$133 54 \$84 16 \$791 96	CO CTH-ACCT#130274000/FEB 21'90 BILLING ROCK BLDG-ACCT#130345000/FEB 21'90 BILLING J CTR-ACCT#010067500/FEB 21'90 BILLING
39281-AP	02/28/90	PEBSCO PAYROLL PROCESSING	\$146 09	\$146 09	ENTITY CODE#52939/FEBRUARY '90 PAYROLL DEDUCTIONS
39282-AP	02/28/90	FIRST NATIONAL BANK GILMER	\$29,800 00	\$29,800 00	DEBT SERV-'79 C D 'S/25bonds&160coupons
39283-AP	02/28/90	GILMER NATIONAL BANK	\$42,514 85	\$26,815 56 \$15,699 29	FICA REPORT FOR FEB '90 PAYROLL WITHHOLDING REPORT FOR FEB '90 PAYROLL
39284-AP	02/28/90	GENERAL TELEPHONE COMPANY	\$552 86	\$516 86 \$36 00	TELE COMM-#843-3083/FEB 22'90 BILLING CO TAX-#1FD-2004/FEB 28'90 BILLING
39285-AP	02/28/90	JOHN H HANNAH, JR	\$1,005 50	\$1,005 50	NON DEPT-CIVIL#MB90107CA/STANLEYvs UPSHUR COUNTY
39286-AP	02/28/90	MILTON DACUS	\$100 00	\$100 00	NON DEPT-TO REPLACE CHECK #462 11/12/80 (WHICH HAS BEEN LOST)
39287-AP	02/28/90	McMORRIS FORD INC	\$35,205 00	\$11,704 00 \$11,704 00 \$11,797 00	CO S-'90 CROWN VIC/S#2FACP7269LX140152 CO S-'90 CROWN VIC/S#2FACP726DLX140153 CO S-'90 FORD CROWN VIC/S#2FACP7262LX140154
39288-AP	02/28/90	NATIONAL SHERIFFS ASSOCIATION	\$18,068 00	\$18,068 00	CO S-POLICY#S87420001205/LAW ENFORCEMENT LIAB INS 3/29/90-3/29/91
39289-AP	02/28/90	NATIONAL FAMILY CARE	\$292 00	\$292 00	ID#3152 FEB '90 PAYROLL DEDUCTIONS
39290-AP	02/28/90	UPSHUR-RURAL ELECTRIC COOP, C	\$115 39	\$7 65 \$38 08 \$54 81 \$14 85	SIMP CTH-ACCT#902475309/FEB 16'90 BILL PCT#4-ACCT#121782522/FEB 16'90 BILL PCT#2-ACCT#41186523/FEB 21'90 BILL LAFAY CTH-ACCT#505279486/FEB 21'90 BILL
39291-AP	02/28/90	SHARON WATER SUPPLY CORP.	\$13 00	\$13 00	PCT#4-ACCT#1193/FEB 22'90 BILLING
39292-AP	02/28/90	SOUTHWESTERN ELECTRIC POWER CO	\$3,241 69	\$43 25 \$2,218 50 \$197 32 \$533 54 \$186 13 \$62 95	PORTER BLDG-ACCT#556852/FEB 15'90 BILL J CTR-ACCT#716860/FE 15'90 BILL ROCK BLDG-ACCT#3596699/FEB 16'90 BILL CO LIB-ACCT#666859/FEB 16'90 BILL ROCK BLDG-ACCT#406819/FEB 20'90 BILL CO LIE-ACCT#4036695/FEB 16'90 BILL
39293-AP	02/28/90	JACK ROLAND HUTSON	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 02/27/90 thru 02/28/90

PAGE 2

Check #	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
39294-AP	02/28/90	LINDA BAGGETT	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90
39295-AP	02/28/90	LUCILLE SPENCER	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90
39296-AP	02/28/90	R C MURRELL	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90
39297-AP	02/28/90	BARBARA E YOUNGBLOOD	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90
39298-AP	02/28/90	BILLIE DODSON	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90
39299-AP	02/28/90	RAYMOND HARRY ROLL	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90
39300-AP	02/28/90	GRACE WEISINGER	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90
39301-AP	02/28/90	DIANA SPENCE	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90
39302-AP	02/28/90	CHARLES WAYNE BOOKER	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90
39303-AP	02/28/90	W D DUFFEY	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90
39304-AP	02/28/90	STEVE RANDALL WILSON	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90
39305-AP	02/28/90	IMOGENE HARRISON	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90
39306-AP	02/28/90	STEVEN LDYD FOSTER	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90
39307-AP	02/28/90	DON RAY BICKERDIKE	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90
39308-AP	02/28/90	LORIN SHUMWAY MASK	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90
39309-AP	02/28/90	LEE C STEVENS	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90
39310-AP	02/28/90	GERENADENE J CRUCE	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90
39311-AP	02/28/90	GERALD VICK	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90
39312-AP	02/28/90	RONNIE LYNN JEFFERY	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90
39313-AP	02/28/90	MABLE ODOM	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90
39314-AP	02/28/90	VICTOR MULLINS	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90
39315-AP	02/28/90	JACK LEANDER VOYLES	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90
39316-AP	02/28/90	DAVID H YOUNG	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90
39317-AP	02/28/90	MARY ELIZABETH CARTER	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90
39318-AP	02/28/90	LEWIS EDWARD JONES	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90

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Approved Disbursements

ALL Checking Accounts

Disbursements Made from 02/27/90 thru 02/28/90

THE SOFTWARE GROUP, INC.

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Check #	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
39319-AP	02/28/90	FRANKIE CHASTEEN	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90
39320-AP	02/28/90	ELDON WAYNE FARMER	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90
39321-AP	02/28/90	SAMUEL B PRICE	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90
39322-AP	02/28/90	DONALD EUGENE HALE	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90
39323-AP	02/28/90	LANCE ARTHUR LOCKHART	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90
39324-AP	02/28/90	MAMIE JANICE DACUS	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90
39325-AP	02/28/90	THOMAS WAYNE ALDRIDGE	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90
39326-AP	02/28/90	DARLENE DELORES STEPHENSON	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90
39327-AP	02/28/90	SHARON GAIL OWENS	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90
39328-AP	02/28/90	TANYE L BYRD	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90
39329-AP	02/28/90	RICHARD D FARROW	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90
39330-AP	02/28/90	JEANNE BUTLER	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90
39331-AP	02/28/90	MAEVA THOMPSON	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90
39332-AP	02/28/90	MARILEE WALLACE	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90
39333-AP	02/28/90	BONNIE SHATTLES	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90
39334-AP	02/28/90	R W SANDERS	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90
39335-AP	02/28/90	VIRGINIA FORD	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90
39336-AP	02/28/90	JERRY DON POOLE	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90
39337-AP	02/28/90	BOBBY JOE LANTRIP	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90
39338-AP	02/28/90	PEGGY BREWSTER	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90
39339-AP	02/28/90	BILLY GENE MALONE	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90
39340-AP	02/28/90	BRADFORD FRANKLIN SOBEY	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90
39341-AP	02/28/90	WINON ALLEN	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90
39342-AP	02/28/90	JUAN MITCHELL	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90
39343-AP	02/28/90	MARJORIE POOLE	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90

UPS-HR COUNTY

ACCOUNTS PAYABLE SYSTEM

28 FEB 1990

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 02/27/90 thru 02/28/90

PAGE 1

Check #	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
39344-AP	02/28/90	RUTH ALENE HEDRICK	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90
39345-AP	02/28/90	ELIZABETH ANNE POULIN	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90
39346-AP	02/28/90	FAYRENE ANDREWS	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90
39347-AP	02/28/90	BILLY JOE EVANS	\$6 00	\$6 00	D CT-ONE DAY JURY SERVICE 2/26/90
39348-AP	02/28/90	TEXAS COUNTY & DISTRICT RETIRE	\$25,331 87	\$25,331 87	UNIT 329/FEBRUARY '90 RETIREMENT REPORT
39349-AP	02/28/90	TRANSPORT LIFE INSURANCE COMPA	\$437 50	\$437 50	GROUP K44/FEB '90 PAYROLL DEDUCTIONS
39350-AP	02/28/90	UNION GROVE WATER SUPPLY CORP	\$12 50	\$12 50	WT MT-ACCT#237/FEB 17'90 WATER BILLING
39351-AP	02/28/90	V G YOUNG INST OF CO GOV	\$155 00	\$105 00	CO TREAS-VERNON VICK/18th ANNUAL TREAS CONFERENCE @A&M \$50 00 CO TREAS-MYRA HARRIS/18th CO TREAS CONFERENCE @A&M
39352-AP	02/28/90	VALU-LINE	\$1,022 07	\$5 46 \$337 94 \$678 67	CD LIB-ACCT#B7400/FEB 19'90 BILLING TELE COMM-ACCT#B7390/FEB 19'90 BILLING J CTR-ACCT#B7420/FEB '90 BILLING
39353-AP	02/28/90	VINGO FOODS	\$19 80	\$19 80	CD JAIL-BREAD, CHILI MIX, SCOTCH BRITE
39354-AP	02/28/90	VINGO FOODS	\$100 00	\$100 00	D A-HOT CK RESTITUTION/TIM CARPENTER
39355-AP	02/28/90	WAL-MART #146	\$25 34	\$25 34	D A-HOT CK RESTITUTION/EDDIE TURNER
Total for AP - ACCOUNTS PAYABLE			\$169,043 36		

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Approved Disbursements
ALL Checking Accounts

Disbursements Made from 02/27/90 thru 02/28/90

THE SOFTWARE GROUP, INC

Vol 35 PO 123

Check #	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
121-INS	02/28/90	BENEFIT PLAN ADMINISTRATORS	\$284 00	\$284 00	125 ADMINISTRATION FEES(71 EMP), FEBRUARY 1990 PAYROLL
123-INS	02/28/90	GILMER NATIONAL BANK	\$200,000 00	\$200,000 00	CD#5185 @9 10% TO MATURE 3/30/90
Total for INS - INSURANCE			\$200,284 00		

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 02/27/90 thru 02/28/90

PAGE 2

Check #	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
121-PC	02/28/90	ATTORNEY GENERAL OF TEXAS	\$10 00	\$10 00	CASE#23596B1TN2/CAUSE#26078/4e1-8e-4939.2'90
121-PC	02/28/90	SMITH COUNTY DISTRICT CLERK	\$275 00	\$275 00	CAUSE#88-2006-E/FEBRUARY '90 DEDUCTION
Total for PC - CLEARING ACCT/PAYROLL			\$285 00		
Grand Total			\$369,612 36		

Everett Dean
 County Judge, Everett Dean

Gaddis Lindsey
 Commissioner Pct#1, Gaddis Lindsey

Bill Loggins
 Commissioner Pct#2, Bill Loggins

David Loyd
 Commissioner Pct#3, David Loyd

Tommy Eatherton
 Commissioner Pct#4, Tommy Eatherton

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BY _____
 DEPUTY
 90 MAR -5 11 5 13
 REPLY STAMP
 COUNTY CLERK
 UPSHUR COUNTY, TX

SPECIAL ROAD USE AGREEMENT CONTRACT

VOL 35 PG 175

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned Alton Neal Co., 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. 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) _____

See Map

2.

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

3.

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

4.

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

5.

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

6.

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

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Leonard Mitchell
First Party Signature

803 Linn
Street or Box

Willsboro TX 75657
City, State and Zip Code

214 665 7337
Telephone

Henry M. Linn
Timber Tract

2-27-90
Date Signed

Frederick J. Brown
County Judge

Charles L. Lutz
Commissioner 1

Bill Linn
Commissioner 2

W. L. Linn
Commissioner 3

W. L. Linn
Commissioner 4

10
Date Signed

Permit issued for a period not to exceed 90 days.

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APR 10 1990
SECURITY

2498

BB-1379/1119

JACK M. FINLEY, INC.
DBA PROFESSIONAL LAND TITLE SERVICES
OPERATING ACCOUNT
811A GILMER RD PH 214-297-7721
P O BOX 9909
LONGVIEW TEXAS 75608

3-5 19 90

PAY TO THE ORDER OF Lex A. Shaw, Upshur County Clerk \$ 165^{XX}/100

One Hundred Sixty-Five & ^{XX}/100 DOLLARS

3-5-90 Plant Upkeep & Repair

PROFESSIONAL LAND TITLE SERVICES
OPERATING ACCOUNT

Shirley Mauldin

165.00

002498 1119137981 9013423*

FIRST STATE BANK MEMBER FDIC
P O BOX 1432 GLADEWATER, TX 75647

IF THIS CHECK IS DELIVERED FOR PAYMENT ON THE ACCOUNT, U.S. I.