

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

6-24-91

Commissioners Court met in special session with all members present except Judge Dean.

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

Motion by David Loyd seconded by Gaddis Lindsey to approve the payroll change of L. C. Stevenson. Motion carried, copy attached.

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

Motion by David Loyd seconded by Tommy Eatherton to approve the permit application of Paul Pavlovsky to install a culvert within ROW of Vintage Road. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by Tommy Eatherton to approve the filling of an abandoned well on the property of Irma Kennimer. Motion carried, copy attached.

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

Motion by Tommy Stanley seconded by David Loyd to approve the permit application of D. J. Lunsford to install a water line within ROW of Ginger Road. Motion carried, copy attached.

Motion by David Loyd seconded by Tommy Eatherton to approve the permit application of Pritchett Water Supply to install a water line within ROW of White Oak Road. Motion carried, copy attached.

Motion by Tommy Stanley seconded by Tommy Eatherton to approve the filling of an abandoned well on the property of Lena Johnson. Motion carried, copy attached.

Motion by Tommy Eatherton seconded by Gaddis Lindsey to approve the filling of an abandoned well on the property of Bonnie Tanning. Motion carried, copy attached.

Motion by Tommy Eatherton seconded by David Loyd to approve the special road use agreement by Kyle Bradley to haul logs on Mule Deer and Oxen Roads. Motion carried, copy attached.

Motion by Tommy Stanley seconded by Gaddis Lindsey to approve the special road use agreement by W. G. Davis to haul logs on Periwinkle Road. Motion carried, copy attached.

Motion by Tommy Eatherton seconded by David Loyd to approve the special road use agreement by Sam Lindsey to haul logs on Cherokee Trace and Collie Roads. Motion carried, copy attached.

Motion by David Loyd seconded by Gaddis Lindsey to approve the special road use agreement by Palestine Contractors to haul gravel on Tangerine Road. Motion carried, copy attached.

Motion by Tommy Eatherton seconded by Tommy Stanley to approve the interlocal agreements between the county and the city and school district of Big Sandy and the school district of Union Grove. Motion carried, copy attached.

Motion by Tommy Eatherton seconded by Tommy Stanley to approve the Assistant District Attorney, Robert Nisbett attending a seminar in Houston on June 19-22, 1991. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by Tommy Stanley to approve the deputation of Randy Burris and Julie Grunden in the Sheriff's Office. Motion carried, copy attached.

Motion by David Loyd seconded by Gaddis Lindsey to approve the resolution allowing a homestead exemption for the Upshur County Rural Fire Prevention District. Motion carried, copy attached.

Motion by David Loyd seconded by Gaddis Lindsey to adjourn. Motion carried.

Samuel Deane
COUNTY JUDGE

Charles Lindsey
COMMISSIONER PCT. # 1

Samuel Stank
COMMISSIONER PCT. # 2

David Boyd
COMMISSIONER PCT. # 3

Tommy Estel
COMMISSIONER PCT. # 4

TO: PAYROLL DEPARTMENT

VOL 37 PG 431

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

EFFECT 6-24-91
(DATE & TIME)

EMPLOYEE L.C. Stevenson (Pct #3)

SOCIAL SECURITY NO _____ 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		2.7
<input type="checkbox"/>		4.25/hr.

REASON FOR THE CHANGE(S)

- HIRED
 - RE-HIRED
 - PROMOTION
 - DEMOTION
 - TRANSFER
 - MERIT INCREASE
 - UNION SCALE
 - PROBATIONARY PERIOD COMPLETED
 - LENGTH OF SERVICE INCREASE
 - RE-EVALUATION OF EXISTING JOB
 - RESIGNATION
 - RETIREMENT
 - LAYOFF
 - DISCHARGE
- LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)
- OTHER (EXPLAIN) Part-time employee

CHANGE AUTHORIZED BY _____ DATE _____

CHANGE APPROVED BY [Signature] DATE 6-21-91

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

28 JUN 1991

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 06/11/91 thru 06/24/91

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Check #	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
27273-APCA	06/11/91	FIRST NATIONAL BANK GILMER	\$550,000.00	\$550,000.00	CD#20382 PURCHASED @ 6.55% INT TO COME DUE 08/12/91
27274-APCA	06/12/91	BOWIE COUNTY	\$40.00	\$40.00	CD CT -CASE#7020 VS. KENNETH ALLEN LONGAN, SERVICE OF PAPERS
27275-APCA	06/14/91	PRITCHETT WATER SUPPLY CORP.	\$16.03	\$16.03	CD S-SEARCH-ACCT#690
27276-APCA	06/14/91	ETEX TELEPHONE COOP, INC	\$21.86	\$21.86	CD S-SEARCH-PHONE#734-5250/6/30/91 BILLING
27279-APCA	06/24/91	1ST ADMINISTRATIVE JUDICIAL	\$1,647.11	\$842.89 \$804.22	D CT-JUDICIAL ASSESSMENT/'89-90 D CT-JUDICIAL ASSESSMENT/'90-91
27280-APCA	06/24/91	ALLEN SEAHORN	\$462.00	\$462.00	PCT#4-(77)LOADS GRAVEL@6.00ea
27281-APCA	06/24/91	ALLISON & ASSOCIATES	\$560.79	\$560.79	NON DEPT-REVISION/CENSUS DATA, PCT MAPS, J.P.'S 3/6, 13, 25, 29/91 POSTAGE, COPIES
27282-APCA	06/24/91	ARNOLD'S PIPE & SALVAGE	\$9.95	\$9.95	PCT#1-7' 2 7/8" & 9' 2 3/8" TUBING
27283-APCA	06/24/91	B & B SERVICE	\$180.00	\$180.00	CD EXT-(1)KENMORF REFRIGERATOR
27284-APCA	06/24/91	B-K BULLET CO, INC	\$256.50	\$256.50	CD S-(3)9MM LUGER 125 GR RNL AMMO
27285-APCA	06/24/91	BAILEY & SONS	\$700.00	\$700.00	PCT#3-(2)4ftx32ft. CULVERTS
27286-APCA	06/24/91	BANCROFT-WHITNEY CO	\$45.70	\$45.70	LAW LIB-ALR FEDERAL VOL 102
27287-APCA	06/24/91	BARBARA SANDERS	\$266.00	\$266.00	JANITORIAL&FLOWER BEDS/JUNE '91
27288-APCA	06/24/91	BARFIELD ENTERPRISES	\$100.17	\$100.17	PCT#3-(14.31)TONS SLAG@\$7.00 per ton
27289-APCA	06/24/91	BAYLOR MEDICAL CENTER AT GILME	\$2,374.33	\$2,321.83 \$52.50	IND-GLADYS GLENN/HOSPITAL CARE IND-CASE#00641/GLADYS GLENN 6/2/91
27290-APCA	06/24/91	BISHOP & BISHOP, P C	\$50.00	\$50.00	D CT-CAUSE#509-88/MOLLIE MOORE(CHILD)
27291-APCA	06/24/91	BOBBY SANDERS	\$10.36	\$10.36	CD S-REIMBURSE/MEAL
27292-APCA	06/24/91	BOGEL SALES INC	\$895.95	\$337.50 \$504.35 \$44.10	IC-(15)cs 8 1/2x11 COPY-PAPER CD JAIL-BLEACH, CLEANER, SOAP, STARBRITE DET. TOWELS CD BLDG-(6)dt PASTICE HANGER DEOD BLK
27293-APCA	06/24/91	BRUCE A CHEATHAM, MD	\$80.00	\$80.00	CD JAIL-LARON L PALMER/RADIOLOGY(2)X-RAYS
27294-APCA	06/24/91	BYRON CROOK ELECTRIC CO., INC	\$200.94	\$200.94	CD JAIL-(20)LIGHTED PILOT-PUSH BUTTON SWITCHES
27295-APCA	06/24/91	CALAME, LINEBARGER&GRAHAM	\$3,728.74	\$3,728.74	CD TAX-MAY '91 DELINQUENT TAX COLLECTED
27296-APCA	06/24/91	CHEROKEE COUNTY	\$466.00	\$233.00	CD CT-CAUSE#MI#13, 194/JULIA MUREL NICKELBUR

27292-APCA
27293-APCA
27294-APCA
27295-APCA
27296-APCA

FORM 101 5-84

FORM 101 5-84

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 06/11/91 thru 06/24/91

VOL 37 PG 103

Check #	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$233.00	CD CT-CAUSE#M#13-228/MICHAEL RAY HILTON(MENTAL)
27297-APCA	06/24/91	CHEVRON U.S.A INC	\$116.97	\$116.97	CD S-ACCT#7918170031/MAY 29'91 BILLING
27298-APCA	06/24/91	CITY OF GILMER	\$703.92	\$703.92	WASTE-LANDFILL/J HAHN 3/2/91-6/7/91 SALARY
27299-APCA	06/24/91	CLARKE & COURTS, INC	\$15.24	\$15.24	CD CLK-MANUSCRIPT COVERS
27300-APCA	06/24/91	CLIFF'S FOOD MARKET	\$78.58	\$14.79	PCT#1-(12 l)gals GAS
				\$12.60	PCT#1-GAS
				\$8.26	PCT#1-(5)FILES&GAS
				\$7.20	PCT#1-(6.9)gals.PREM GAS
				\$19.77	PCT#1-(3)pr.GLOVES(6)KEYS
				\$15.96	PCT#1-(4)PR GLOVES
27301-APCA	06/24/91	COMPLETE BUSINESS	\$200.00	\$200.00	CD CLK-RICOH-5540-S#257 JUNE'91(5)
27302-APCA	06/24/91	CONGRESSIONAL QUARTERLY INC	\$285.00	\$285.00	CD LIB-(1)yr SUBSCRIPTION/RESEARCHER
27303-APCA	06/24/91	CONSOLIDATED CHEMICAL	\$2,205.00	\$2,205.00	JUNE'91/COURTHOUSE JANITORIAL CONTRACT
27304-APCA	06/24/91	CONSOLIDATED CHEMICAL	\$1,357.00	\$1,357.00	JUNE'91/JUSTICE-CTR JANITORIAL CONTRACT
27305-APCA	06/24/91	CONTINENTAL BUSINESS PRODUCTS,	\$83.00	\$57.40	IC-(1)bx STAMP PADS,3mPOST NOTES,MICROLINE PENS
				\$25.60	CD CT-(1)IBM-TYPING ELEMENT
27306-APCA	06/24/91	CROLEY FUNERAL HOME	\$324.00	\$324.00	JP#1-WESLEY COLE THOMPSON/TRANSPORT(DALLAS&GILMER)
27307-APCA	06/24/91	DANA COMMERCIAL CREDIT	\$240.50	\$240.50	INV#2940760/LEASE#162362 6/2/91 TO 7/1/91
27308-APCA	06/24/91	DARR EQUIPMENT COMPANY	\$152.49	\$152.49	PCT#3-SOCKET,HOSE,OIL GAGE/CAT
27309-APCA	06/24/91	DAVID B. GRIFFITH	\$200.00	\$200.00	D CT-CAUSE#502-90/KERR-CHILDREN-5/15/91
27310-APCA	06/24/91	DAVIDSON MOTOR COMPANY	\$45.00	\$45.00	CD S-UNIT#19/WRECKER SERVICE TO WINN GARAGE
27311-APCA	06/24/91	DAVIS COFFEE COMPANY	\$61.50	\$61.50	CD JAIL-(1)2B/9 COFFEE
27312-APCA	06/24/91	DEALERS TRUCK	\$5.44	\$5.44	PCT#3-(1)LEVER
27313-APCA	06/24/91	DEAN'S LAWNMOWER &	\$176.39	\$176.39	CD MAINT-REPAIR PARTS&LABOR
27314-APCA	06/24/91	DIANE HARRIS	\$87.49	\$87.49	CD TAX-UPSHUR COUNTY '90TAX REFUND#R12460
27315-APCA	06/24/91	EAST TEXAS OPEN DOOR, INC	\$105.00	\$60.00	JUV PROB-CJD/C G- SHELTER-CARE-5/1-5/91@15-ee
				\$45.00	JUV PROB-C G REPAIR ALARM SYSTEM
27316-APCA	06/24/91	EASTEX VIDEO	\$15.00	\$15.00	JUV PROB-VIDEO RENTAL/"AIDS IN JUV JUSTICE"

PRINTED IN U.S.A.

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

28 JUN 1991

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 06/11/91 thru 06/24/91

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27317-APCA	06/24/91	ESCO ELEVATORS, INC	\$150.07	\$150.07	ACCT#S22E0780/ELEVATOR SERVICE 6'91
27318-APCA	06/24/91	EVERETT DEAN	\$313.56	\$313.56	COMM CT-REIMBURSE/EXPENSES@N E T JUDGE&COMM CONF
27319-APCA	06/24/91	EXPRESS LUBE	\$18.95	\$18.95	CO S-UNIT#6/OIL, FILTER, LABOR
27320-APCA	06/24/91	F L GARRISON	\$400.00	\$400.00	JUNE '91/JUVENILE PROBATION BOARD
27321-APCA	06/24/91	F L GARRISON	\$59.00	\$59.00	D CT-REIMBURSE/1/2 RM CHRG(CRIM LAW CONF@AUSTIN)
27322-APCA	06/24/91	GENERAL TELEPHONE COMPANY	\$465.27	\$77.56 \$0.80 \$289.27 \$97.64	D CLK-#843-5031/JUNE 10'91 BILLING CO S-#843-2542/JUNE 10'91 BILLING CO S-#843-2541/JUNE 10'91 BILLING D CT-#843-2836/JUNE 10'91 BILLING
27323-APCA	06/24/91	GILMER ANIMAL CLINIC	\$135.35	\$85.00 \$12.10 \$26.25 \$5.00 \$7.00	CO S-SEARCH TEAM/BOARD FOR 5days, MEDICATIONS CO S-SEARCH TEAM/(2)VET WRAPS(1)pt IODINE CO S-SEARCH TEAM/3 BROWN GAUZE, EXPAR SPRAY CO S-SEARCH TEAM/BNPH MEDICATION DISPENSED CO S-SEARCH TEAM/FURZ SPRAY
27324-APCA	06/24/91	GILMER DRUG COMPANY	\$99.58	\$8.39 \$68.19 \$16.29 \$6.71	CO JAIL-SHIRLEY SMITH/PRESCRIPTION CO JAIL-KENNETH HARGIS/PRESCRIPTIONS CO JAIL-KENNETH HARGIS/PRESCRIPTION CO JAIL-SHIRLEY SMITH/PRESCRIPTION
27325-APCA	06/24/91	GLENN CAMPBELL, SR	\$152.00	\$152.00	PCT#4-(38)LOADS OIL SAND@4 00ea
27326-APCA	06/24/91	GOVERNMENT RECORDS SERVICES	\$2,713.90	\$2,713.90	CO CLK-INDEXING&MICRO PRINTS/MAY 25'91 BILL
27327-APCA	06/24/91	GRUBBS-LOYD FUNERAL HOME	\$600.00	\$300.00 \$300.00	JP#1-TRANSPORT/JACK W. SETTLES, JR TO DALLAS&BACK JP#2-TRANSPORT/JESSICA A NOBLE TO DALLAS&BACK
27328-APCA	06/24/91	GULF COAST TRADES CENTER	\$960.00	\$960.00	JUV. PROB-TJPC/RESIDENTIAL J.R. 4/1-24/91\$40. ea
27329-APCA	06/24/91	H&D TIRE & AUTOMOTIVE	\$1,319.90	\$106.39 \$41.39 \$52.00 \$30.52 \$78.08 \$120.82 \$87.00 \$113.92 \$45.82 \$1.47 \$7.81 \$51.00 \$12.85 \$18.50	PCT#1-ASSORTED FILTERS, TOOLS, FUEL HOSE PCT#3-DISC. BRK. PADS, SEAL, ROTORS, BOLTS, HDWARE PCT#1-(1)BATTERY PCT#1-(1)LIGHT/LENS(2)TOOLS PCT#1-COIL, CAP, ROTOR, COND, SPARK PLUGS, WIRES PCT#1-(3)5gal HYD OIL, HYD HOSE&FITTINGS, SPREADERS, REP KIT CO S-UNIT#16/BATTERY&CORE PCT#1-(4)DRILL/TAP/DIE, BOLTS, WASHERS, LOCK PCT#1-(4)HYD FITTINGS(2)CHEVRON 46 HYD OIL PCT#3-CABLE STOP-CLAMP PCT#4-FILTER, STUDS, NUTS, BRASS FITTINGS PCT#2-(1)BOOT, TUBE, LABOR J. CTR-(1)1g OIL FILTER, WRENCH(4)DELCO-400_30_OIL PCT#2-LABOR, BOOT

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V0L 37 PG 43U

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

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Check #	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$50.14	PCT#4-(1)LIGHT DUTY 3 1/2"WISE FAN CLUTCH
				\$7.05	PCT#3-SACKETTE
				\$93.04	PCT#1-(1)TUBE, TIRE, LABOR/#7902608
				\$14.00	PCT#4-LABOR
				\$12.30	PCT#2-(2)GRINDER WHEELS
				\$134.33	PCT#1-(1)DRIVE CTR SUPPORT&BEARING, BATTERY
				\$24.11	PCT#2-RAD. CAP. BOOT. LABOR
				\$32.00	PCT#3-(1)TUBE
				\$11.50	PCT#2-(2)GRINDER WHEELS
				\$2.15	CD MAINT-(1)ALL PURPOSE SAND
				\$4.30	CD MAINT-(2)ALL PURPOSE SAND
				\$147.62	PCT#1-(3)5gal HYD OPIL, TIRE, LABOR
				\$16.00	PCT#2-LABOR
				\$8.00	PCT#3-LABOR
				\$4.21CR	PCT#3-RETURNED IDLER ARM
27330-APCA	06/24/91	HAROLD'S MOBIL STATION	\$74.90	\$74.90	PCT#1-(1)WATER PUMP, LABOR/'86 CHEVY
27331-APCA	06/24/91	HARRIS COUNTY SHERIFF DEPT.	\$45.00	\$45.00	D.A-CAUSE#246-91/RANDALL LEE PRICE, JR. CITATION'86 FORD
27332-APCA	06/24/91	HOGG'S PHARMACY	\$8.03	\$8.03	CD. BLDG-RUBBER GLOVES
27333-APCA	06/24/91	HOLMES CONCRETE PIPE	\$223.20	\$223.20	PCT#1-(8)24"x36"REINFORCED TILE CULVERTS
27334-APCA	06/24/91	HY-TECK PEST CONTROL	\$180.00	\$180.00	CD BLDGS-REG BUG SPRAYING OF BLDGS
27335-APCA	06/24/91	INTERAGENCY COUNCIL ON SEX	\$3.00	\$3.00	JUV. PROB-S.O.T.P REGISTRY/BOOK
27336-APCA	06/24/91	INTERNATIONAL SUPPLY OF LONGVI	\$543.68	\$615.10	CD S-(8)ACORN CARTRIDGE(4)ACORN VALVE ASSY
				\$264.58	CD S-(4)ACORN-CARTRIDGE ASSY(8)STOP ASSY
				\$336.00CR	CD S-ACORN CARTRIDGES RETURNED
27337-APCA	06/24/91	J&J FLOOR SERVICE	\$450.00	\$450.00	CD LIB-ACTIVITY BLDG/REFINISH&SEAL FLOOR
27338-APCA	06/24/91	JACK P KIRBY, M D	\$229.94	\$35.00	NON DEPT-EMP PHY/KENNETH KNIGHT(PCT#1)
				\$30.00	NON DEPT-EMP PHY/DANNY HELMS(PCT#1)
				\$35.00	NON DEPT-EMP PHY/ROBERT NUNLEY(PCT#1)
				\$24.94	IND-DEBORAH MARSHALL/OFFICE VISIT 4/29/91
				\$35.00	NON DEPT-EMP PHY/RICKY FATHERREE(PCT#2)
				\$35.00	NON DEPT-EMP PHY/JEREMY DRESSEN(A PROB)
				\$35.00	NON DEPT-EMP PHY/KATHRYN HANCOCK(A PROB)
27339-APCA	06/24/91	JAMES BARBER	\$462.00	\$462.00	PCT#4-(77)LOADS GRAVEL@#6 00ea
27340-APCA	06/24/91	JAMES L. STOKER SR.	\$157.50	\$157.50	PCT#1-(315)yds @ 50ea/DIRT
27341-APCA	06/24/91	JOSEPH W BELL, M D	\$356.63	\$356.63	IND-GLADYS J GLENN/PHYSICIAN SERVICES
27342-APCA	06/24/91	KENNETH MAYFIELD	\$7.38	\$7.38	CD S-REIMBURSE/MEAL

FORM 1171 5-80

PRINTED IN USA

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 06/11/91 thru 06/24/91

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Check #	Date	Vendor	Check Amount	Invoice Amt	Invoice Description
27343-APCA	06/24/91	KIRBY RESTAURANT SUPPLY	\$251 98	\$176 00 \$75 98	CO JAIL-REPLACED VALVE, LABOR/DISH MACHINE CO JAIL-REPAIR PARTS, LABOR/DISHWASHER
27344-APCA	06/24/91	LANIER BUSINESS PRODUCTS	\$138 14	\$118 19 \$19 95	CO JAIL-EQUIP LEASE/RECORDER 6/1-30/91 CO JAIL-EQUIP LEASE/JUNE 1-30'91
27345-APCA	06/24/91	LONGVIEW ASPHALT INC	\$270 82	\$270 82	PCT#2-(12 31)LOADS OIL SAND@22 00ea
27346-APCA	06/24/91	MARSHALL AUTO PARTS, INC	\$500 00	\$500 00	PCT#3-(1)FORD F700-REAR END/UNIT#314
27347-APCA	06/24/91	MED SHOP	\$104 18	\$43 29 \$60 89	CO JAIL-ALTON MERRELL/PRESCRIPTION#777727 CO JAIL-EARNEST COLLIER/PRESCRIPTION#778733
27348-APCA	06/24/91	MICHAEL MARTIN, ATTY	\$125 00	\$125 00	D CT-CAUSE#10, 095/MAE ELLA COOK RUSS 6/14/91
27349-APCA	06/24/91	MILTON WYLIE	\$280 68	\$280 68	JUV PROB-"59"REIMBURSE/1053mi@ 26ea&MEALS MAY'91 TRAVEL
27350-APCA	06/24/91	MOSBY MECHANICAL CO, INC	\$707 10	\$227 28 \$118 40 \$361 42	CO JAIL-(2)CONTACTORS IN KITCHEN UNIT, LABOR CO JAIL-REPLACED CONTACTOR&RELAY IN WOMEN'S DORM CO JAIL-REPLACE FAN BEARING IN KITCHEN UNIT
27351-APCA	06/24/91	MOTHER FRANCES HOSPITAL	\$9,770 70	\$9,770 70	CO JAIL-KENNETH EARL HARGIS/HOSPITAL CARE
27352-APCA	06/24/91	MR DORRIS D BORAH	\$407 50	\$407 50	PCT#3-(326)yds GRAVEL@1 25/yd
27353-APCA	06/24/91	MR JOHNNY COLLINS	\$2,100 00	\$2,100 00	D A-HOT CK RESTITUTION/DAVID KADEN
27354-APCA	06/24/91	NEWSOME'S GROCERY	\$117 94	\$117 94	D A-HOT CK RESTITUTION/RICHARD COLE ARROWSMITH
27355-APCA	06/24/91	NOBLES REFRIGERATION & AIR CON	\$107 64	\$107 64	CO BLDG-COMPRESS(NC), FILTER, FREDN(COMPUTER RM A/C UNIT)
27356-APCA	06/24/91	ODELL GAGE	\$122 00	\$122 00	PCT#3-(122)yds OIL SAND@1 00/YD
27357-APCA	06/24/91	P & P AND ASSOCIATES	\$221 40	\$221 40	CO S-(36)SWINTEC TYPEWRITER&LIFT-OFF RIBBONS
27358-APCA	06/24/91	PHIL PARKER, CPA	\$118 40	\$118 40	CO AUD-MAY'91 PROF SERV RENDERED
27359-APCA	06/24/91	PITNEY BOWES	\$128 25	\$128 25	CO CLK-MODEL#5318/S#0590970 TRI-RATE METER 7/1-9/30/91
27360-APCA	06/24/91	POSTMASTER	\$452 00	\$93 00 \$49 00 \$155 00 \$155 00	D CLK-BOX 960/ANNUAL RENT 7'91-6'92 JUV PROB-BOX#637/ANNUAL RENT 7'91-6'92 NON DEPT-BOX 730/ANNUAL RENT 7'91-6'92 COMM CT-BOX 790/ANNUAL RENT 7'91-7'92
27361-APCA	06/24/91	PROFESSIONAL TECHNICAL	\$106 50	\$59 50 \$47 00	CO S-UNIT#19/REPAIR PARTS&LABOR/RADIO CO S-RADIO MICROPHONE, LABOR

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AMERICAN

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 06/11/91 thru 06/24/91

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2
1
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Check #	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
27362-APCA	06/24/91	ROADWAY OIL CO, INC	\$10,512 02	\$4,139 67 \$4,263 22 \$2,109 13	PCT#4-(233 88)bb1s CRUDE OIL@ \$17 70ea PCT#1-(240 86)bb1s CRUDE OIL@ \$17 70ea PCT#1-(119-16)bb1s CRUDE OIL@ \$17 70ea
27363-APCA	06/24/91	ROBERT CROMLEY	\$40 00	\$40 00	CO S-CLIP&5bxs AMMO
27364-APCA	06/24/91	ROBERT P SHACKELFORD	\$430 00	\$75 00 \$355 00	CO JAIL-GERALD T WALLACE/OFFICE VISIT CO JAIL-ANDREW L BENNETT/MAY 8'91 MEDICAL
27365-APCA	06/24/91	RUSSELL ELECTRIC	\$28 40	\$28 40	CO BLDG-(10)SOCKETS(12)TAN WIRENUTS
27366-APCA	06/24/91	SABINE VALLEY MHMR	\$21 36	\$21 36	IND-ELIZA GRANT/OFFICE VISIT
27367-APCA	06/24/91	SCOTT-MERRIMAN, INC	\$46 22	\$46 22	JP#1-(200)COMPLAINT/THEFT BY CHECK
27368-APCA	06/24/91	SHARON FLOWERS	\$42 44	\$42 44	CO TAX-UPSHUR COUNTY '90TAX REFUND#R23556
27369-APCA	06/24/91	SHERIFF SMITH COUNTY	\$80 00	\$40 00 \$40 00	D A-CAUSE#258-91/LARON PALMER CITATION '87NISSAN PU D A-CAUSE#241-91/MARCEL BROWN CITATION '87FORD STATION WAGON
27370-APCA	06/24/91	SOUTHWESTERN BELL TELEPHONE	\$3 37	\$3 37	D CT-#106-2236-218/JUNE 1'91 BILLING
27371-APCA	06/24/91	SOUTHWESTERN ELECTRIC POWER CO	\$2,054 01	\$112 02 \$1,941 99	CO BLDG-ACCT#16733/ST LIGHTS 6/7/91 BILLING CT H-ACCT#56747/JUNE 7'91 BILLING
27372-APCA	06/24/91	SWIFT INDEPENDENT PACKING	\$699 24	\$42 00 \$355 51 \$301 73	CO JAIL-CUST#17130/ASSORTED FOODS CO JAIL-CUST#17130/ASSORTED MEATS CO JAIL-CUST#17130/ASSORTED FOODS
27373-APCA	06/24/91	TARRANT COUNTY SHERIFF DEPT	\$200 00	\$100 00 \$100 00	D A-CAUSE#244-91/LARON PALMER CITATION '80 LINCOLN D A-CAUSE#241-91/MARCEL BROWN CITATION '87 FORD WAGON
27374-APCA	06/24/91	TEXAS DEPT OF HUMAN SERVICES	\$6 03	\$2 01 \$4 02	CO JAIL-MAY '91/3cs COMMODITIES@ 67ea CO JAIL-JUNE '91/6cs COMMODITIES@ 67ea
27375-APCA	06/24/91	TOM PAT TEFTELLER	\$25 25	\$25 25	CO TAX-UPSHUR COUNTY '90TAX REFUND#R71041
27376-APCA	06/24/91	TOMMY EATHERTON	\$179 96	\$179 96	COMM CT-REIMBURSE/EXPENSES@N E T COMM CONF
27377-APCA	06/24/91	TOMMY STANLEY	\$223 29	\$223 29	COMM CT-REIMBURSE/EXPENSES@N E T COMM JUDGE CONF
27378-APCA	06/24/91	UPSHUR COUNTY APPRAISAL DISTRI	\$23,608 50	\$23,608 50	APPRL DIST-3rd QTR '90-91-BUDGET
27379-APCA	06/24/91	VINGO FOODS	\$7 26	\$7 26	CO JAIL-(2)DAWN DISH SOAP
27380-APCA	06/24/91	VINYARD'S	\$44 55	\$44 55	D A-HOT CK RESTITUTION/JQANN CLINTON

FORM 113 5-88

PRINTED IN USA

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 06/11/91 thru 06/24/91

PAGE 7

Check #	Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
27381-APCA	06/24/91	WALMART STORE #146	\$78 02	\$71 20 \$6 82	CD S-PROCESSED FILM&BATTERIES PCT#3-(2)FILM
27382-APCA	06/24/91	WASTE MANAGEMENT OF	\$1,550 00	\$1,550 00	WASTE-ACCT#779555/LANDFILL UNSCH 5/17, 18, 24, 15, 30/91
27383-APCA	06/24/91	WEST PUBLISHING	\$45 00	\$45 00	CONTRACT#14058/ACCT#866-760-500/6'91
27384-APCA	06/24/91	WEST PUBLISHING COMPANY	\$198.75	\$29.50 \$46 00 \$40 25 \$29.50 \$29.50	LAW LIB-FD 923 LAW LIB-USCA T44 & 47 2 BKS LAW LIB-TX CS 799-800 LAW LIB-FD 924 LAW LIB-FD 925
				\$8 00 \$8 00 \$8 00	D CT-TX CD FM 2D 1&2 91PP LAW LIB-TX CD FM 2D 1&2 91PP CD CT-TX CD FM 2D 1&2 91PP
27385-APCA	06/24/91	WHITE SWAN, NORTH	\$1,163 15	\$441.84 \$98 90 \$39 74 \$582.67	CD JAIL-CUST#420711/ASSORTED FOODS CD JAIL-CUST#420711/ASSORTED FOODS CD JAIL-CUST#420711/ASSORTED FOODS CD JAIL-CUST#420711/ASSORTED FOODS
27386-APCA	06/24/91	WILLOUGHBY JUVENILE CENTER	\$850 00	\$850 00	JUV PROB-DETENTION/AG, DG, WA, CG MAY'91 BILL
27387-APCA	06/24/91	YAZELL CHEVROLET-OLDS, INC	\$45 97	\$45 97	PCT#1-(1)FAN MOTOR
Total for APCA - Accounts Payable Clearing Account			\$636,901 81		
Grand Total			\$636,901.81		

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COUNTY JUDGE, EVERETT DEAN
Gaddis Lindsey
 COMMISSIONER PCT#1, GADDIS LINDSEY
Tommy Stanley
 COMMISSIONER PCT#2, TOMMY L. STANLEY

David Boyd
 COMMISSIONER PCT#3, DAVID BOYD
Tommy Eatherton
 COMMISSIONER PCT#4, TOMMY EATHERTON

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT # 3
DATE 6-10-91

Formal notice is hereby given that Paul Pavlovskij
whose principal address is _____
does propose to place a culvert
within the ROW of County Road Vintage Road
as follows:

*place a culvert - take
crab apple + grape muntler to
Vintage - first house on the
left - culvert is waiting.
will have flags in place
734-5736*

The location and description of the proposed lines or apperten-
ances 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 and
Bridge Department policies and specifications.

Proposed construction will begin, if approved, on or after
_____ day of _____, 19____.

NAME _____

TITLE _____

ADDRESS _____

APPLICATION FOR FILLING ABANDONED WELL

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

RE: Abandoned well owned by Arma Kennimer
there is an abandoned (759-5379)
house + the well is beneath it
on Seagull road.

Gentlemen:

Due to health as well as safety hazards, we request that an
abandoned well be filled as soon as possible.

Respectfully yours,

Arma Kennimer
Rt # 2 Box 146
Glendon, TX 75647

PRECINCT _____

DATE _____

APPROVED _____ REJECTED _____

EVERETT DEAN, COUNTY JUDGE

Gaddis Lindsey
GADDIS LINDSEY, COMMISSIONER 1

Bill Loggins
BILL LOGGINS, COMMISSIONER 2

David Loyd
DAVID LOYD, COMMISSIONER 3

Tommy Eatherton
TOMMY EATHERTON, COMMISSIONER 4

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT # 2
DATE 6-11-91

Formal notice is hereby given that D. J. Lunsford
whose principal address is Rt 2 Box 2236 Delmon, Tx
does propose to place a culvert
within the ROW of County Road Denjia Rd.
as follows:

742-2386 (H.L. Turner)
will purchase culvert neighbor
and call when Delivered

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 and Bridge Department policies and specifications.

Proposed construction will begin, if approved, on or after _____ day of _____, 19____.

NAME _____

TITLE _____

ADDRESS _____

 copy for pct 2 comm, made

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 2
DATE 6-13-91

Formal notice is hereby given that D.J. Lunsford
whose principal address is Box 223C Rt. 2 Gilmer TX 75644
does propose to place a water line under ground
within the ROW of County Road GINGER RD
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 and Bridge Department policies and specifications.

Proposed construction will begin, if approved, on or after _____ day of _____, 1991.

NAME Daniel Lunsford

TITLE _____

ADDRESS PO BOX 223C ROUTE
GILMER TX

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

VOL 37 PG 443

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

PRECINCT THREE
DATE June 13, 1991

Formal notice is hereby given that Pritchett Water Supply Corp.
whose principal address is P. O. Box 567 Gilmer, TX 75644
does propose to place a 1" PVC water line
within the ROW of County Road White Oak Road (Old Hi-Way 80)
as follows:

To tap existing line located on private property
and cross county road "White Oak" to the south to set meter
on private property of Karen Mascho, encased in 2" PVC from ditch
to ditch. Location is app 1000' West of intersection of White
Pine Road and White Oak Road.

The location and description of the proposed lines or
appertenances is more fully shown by three (3) copies of
drawings attached to this application.

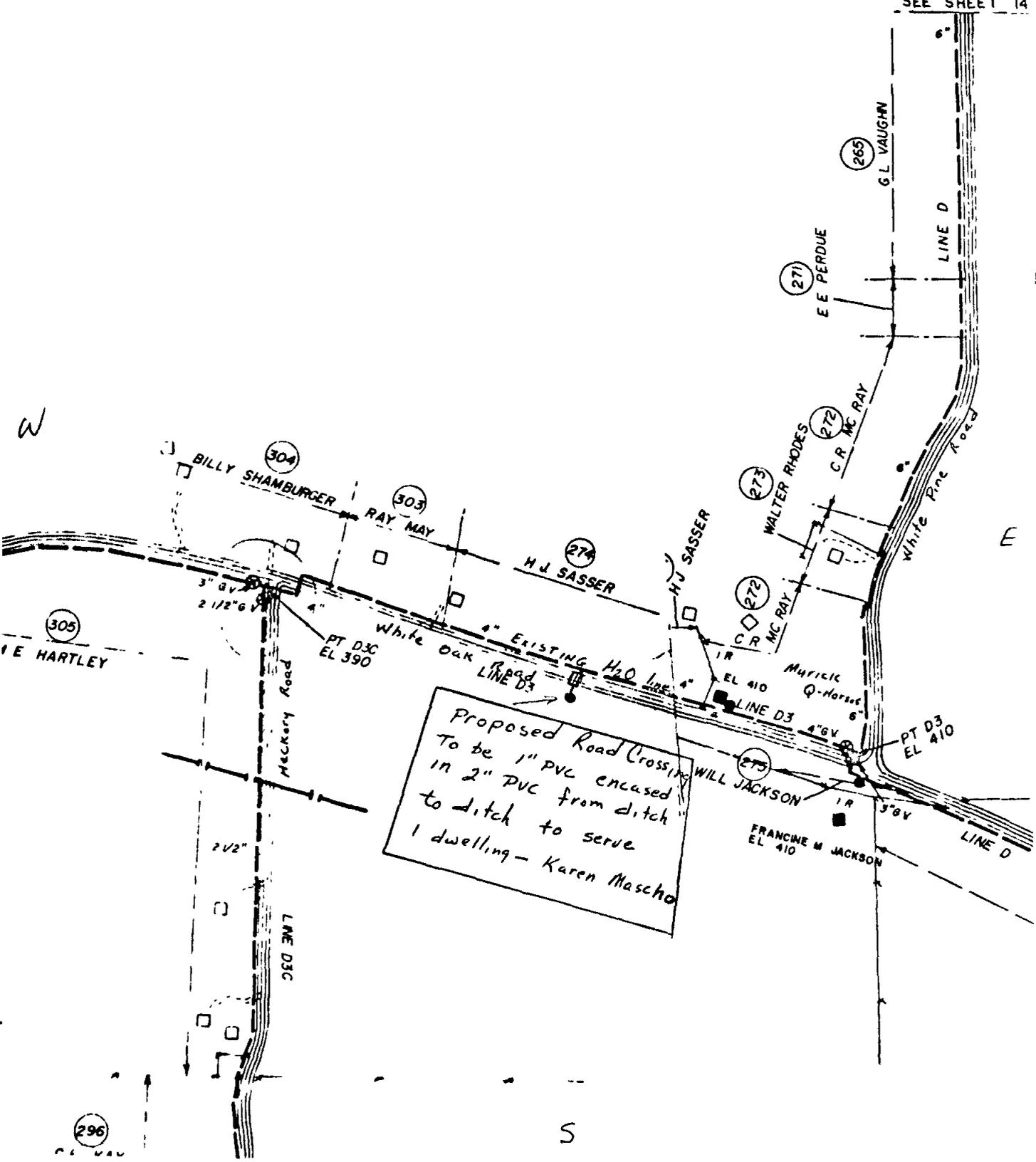
All work will be as directed by the County Commissioner or
his designate in full accordance with Upshur County Road &
Bridge Department policies and specifications.

Proposed construction will begin, if approved, on or after
21st day of June, 1991.

NAME Aerald D. Smith

TITLE Manager

ADDRESS P. O. Box 567 Gilmer, TX 75644



APPLICATION FOR FILLING ABANDONED WELL

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

RE: Abandoned well owned by Lena Mae Johnson

on Hwy 259 N. Cedar Springs Community road.

Gentlemen:
Due to health as well as safety hazards, we request that an
abandoned well be filled as soon as possible.

Respectfully yours,
Lena Mae Johnson
Rt 1 Box 305
Ore City Texas 75683

PRECINCT 2
DATE 6-14-91

APPROVED _____ REJECTED _____

EVERETT DEAN, COUNTY JUDGE

Gaddis Lindsey
GADDIS LINDSEY, COMMISSIONER 1

Tom L. Loggins
BILL LOGGINS, COMMISSIONER 2

David Loyd
DAVID LOYD, COMMISSIONER 3

TOMMY EATHERTON, COMMISSIONER 4

APPLICATION FOR FILLING ABANDONED WELL

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

RE: Abandoned well owned by Bonnie Janning

on ~~the~~ S.M. 2088 road.
left house place going west next to

Gentlemen: Sam Suffer

Due to health as well as safety hazards, we request that an abandoned well be filled as soon as possible.

Respectfully yours,
Bonnie Janning
P.O. Box 10211
Longview, Texas 75608

PRECINCT Act. #4
DATE 6-18-91

APPROVED _____ REJECTED _____

EVERETT DEAN, COUNTY JUDGE
Gaddis Lindsey
GADDIS LINDSEY, COMMISSIONER 1
Tommy J. Stables
BILL LOGGINS, COMMISSIONER 2
David Loyd
DAVID LOYD, COMMISSIONER 3
Tommy Eatherton
TOMMY EATHERTON, COMMISSIONER 4

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

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

1.
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) _____
Mule Deer and Oxen Roads

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

3.
First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing logs from its lands located in Precinct No. 4, Upshur County.

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

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

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

Kyle Bradley - Pat Wilson
First Party Signature

Rt. 2 Box 65
Street or Box

Avinger, Texas
City, State and Zip Code

903-562-1189
Telephone

Spencer
Timber Tract

June 10, 1991
Date Signed

County Judge

Maude Sunday
Commissioner 1

Tom S. Stahl
Commissioner 2

David Foyl
Commissioner 3

Lory Esteban
Commissioner 4

Date Signed

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

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

1.

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

Periwinkle Road

2.

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

3.

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

4.

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

5.

First Party agrees to POST SURETY BOND 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.

W. G. Davis
First Party Signature

P.O. Box 243

Street or Box

Bloomerg, TX 75556

City, State and Zip Code

903-728-5543

Telephone

Hollins

Timber Tract

June 12, 1991

Date Signed

County Judge

Gaddis Lindsey
Commissioner 1

Tom P. Stahl
Commissioner 2

Daniel Roy
Commissioner 3

Tommy E. Caldwell
Commissioner 4

Date Signed

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

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

1.

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

Cherokee Trace and Collier

2.

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

3.

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

4.

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

5.

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

6.

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

Sam Lindsey
First Party Signature
Box 6 Box 107
Street or Box
Alton Tex 75644
City, State and Zip Code
297-6036
Telephone
Polkston
Timber Tract
6-18-91
Date Signed

County Judge
Gaddis Lindsey
Commissioner
Tom J. Stahl
Commissioner 2
David Ryzel
Commissioner 3
Tommy Eitel
Commissioner 4
Date Signed

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

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

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

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

3.
First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing gravel 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.

Lenny Ellis
First Party Signature
1212 E. Shelby
Street or Box
Carthage, Texas 75633
City, State and Zip Code
903-693-3824
Telephone
Bill Thompson
Timber Tract
June 19, 1991
Date Signed

County Judge
Gaddis Lindsey
Commissioner 1
Tom P. Staley
Commissioner 2
David Foyl
Commissioner 3
Lenny Ellis
Commissioner 4
Lenny Ellis
Date Signed

Permit issued for a period not to exceed 90 days.

THE STATE OF TEXAS

COUNTY OF UPSHUR

*Approved
6-24-91*

INTERLOCAL AGREEMENT FOR
ASSESSMENT AND COLLECTION OF TAXES

On this the 11th day of June, 1991, the City of Big Sandy hereinafter called "Taxing Unit", and Upshur County, hereinafter called "County", enter into the following contract and agreement pursuant to the authority granted by TEXAS TAX CODE ANN. SECTION 6.23 and 6.24 (Vernon 1982), and TEXAS REV. CIV. STAT. ANN. art 4413(32c) (Vernon 1976), as amended.

WITNESSETH:

WHEREAS, it would be economically advantageous to both the Taxing Unit and the County to consolidate the tax assessment and collection functions; and

WHEREAS, in entering into this contract and agreement, it is the intention of the Taxing Unit and the County that upon commencement of the term of this contract as herein stated, the County shall for the said term of this contract provide such necessary tax assessment and collection services;

WHEREAS, Taxing Unit desires to have County perform those functions being provided by Taxing Unit's Tax Department, but Taxing Unit's governing body will continue to perform its functions while contracting with County;

NOW, THEREFORE, the said parties have and do hereby covenant and agree as follows:

1. The County shall collect the ad valorem property taxes owing to the Taxing Unit and shall perform all assessment and collection duties and functions imposed by law upon the tax assessor and collector for the Taxing Unit, including, but not limited to the following:

- a) Preparation and mailing of the tax statements;
- b) Preparation of monthly collection reports to Units;
- c) Development and maintenance of current and delinquent tax rolls for Unit;
- d) Maintenance of a staff and office for the collection of taxes at the main County Courthouse, Gilmer, Texas;

- e) Calculation of maximum tax rates as required by Article 7244c, Texas Revised Civil Statutes; and
- f) Development and maintenance of such other forms and records as are necessary or required by law or regulations;
- g) Undertake any and all other actions necessary to the proper collection of ad valorem taxes for the Unit;
- h) Calculation of an effective tax rate, based upon information provided by Taxing Unit on or about August 1, of the tax year;
- i) Timely preparation and mailing of current tax bills;
- j) Preparation and mailing of delinquent tax bills;
- k) Remittance of taxes collected to the Taxing Unit;
- l) Provide monthly reports of current and delinquent collections and an annual report of all taxes collected or delinquent;
- m) Provide adequate and acceptable off-site storage of Taxing Unit's related data files.

2. Taxing Unit hereby authorized County to make deposits of taxes collected by County on its behalf to such depositories as are selected by Unit. County shall make deposits for Unit to the account of Unit on a daily basis.

3. The County shall retain all fees charged for the issuance of tax certificates and any interest accruing upon tax payments while deposited in the County's depository prior to remittance to the Taxing Unit. The County shall expend such retained funds solely on tax assessment and collection services.

4. The County shall provide an annual independent audit of all funds collected. Said audit shall be conducted by a certified public accounting firm and a copy of the audit report shall be provided to the Taxing Unit.

5. Taxing Unit hereby agrees and expressly authorizes County to contract on Unit's behalf with private legal counsel for the collection of delinquent taxes. Unit further agrees that such fee as is allowed by law and provided for in the contract for private legal counsel shall be paid by Unit on whose behalf the delinquent taxes, penalty and interest are collected.

6. All costs and expenses which are paid or are incurred by the County for the collection of delinquent ad valorem taxes

through legal action, including court costs, attorney's fees, appraisal fees, sheriff's fees and publication expense (herein called "Legal Expenses"), shall be excluded from the Collection Charge and shall be paid by the taxing entity on whose behalf such legal action was instituted. Costs incurred on behalf of more than one taxing Unit, above the 15% attorney fee allowed by law, shall be allocated in the following manner. Unit shall pay its proportionate share of the Legal Expenses for each term of this contract according to the number of units, involved in suit, that County collects ad valorem taxes for, divided by total cost of legal fees.

7. The Taxing Unit shall provide to the County, without charge, a printed copy and a computer tape (in a format useable by the County) of its cumulative delinquent tax roll, and current tax roll, as appropriate, with all accounts properly identified by a current County Appraisal District property identification number.

8. Unit shall furnish to County on request all records in the Unit's possession relating to the assessment and collection of taxes and shall cooperate in providing such other information and records, whether in its possession or not, which may be needed by the County in order for the County to carry out the terms of this Agreement.

9. All information provided to the County shall be provided in writing. County shall be entitled to rely upon information supplied by Taxing Unit.

10. The Tax Assessor-Collector shall give bond conditioned on the faithful performance of his duties as tax assessor and collector for the Taxing Unit. Said bond shall be made payable to and shall be approved by the governing body of Taxing Unit. The Taxing Unit shall pay the premium for such bond from its current available revenues.

11. In consideration of the services to be rendered by the County, the Taxing Unit shall pay the County as follows:

- a) The Taxing Unit agrees to pay the County the lesser of:
 - i. one (\$1.00) dollar per parcel of Taxing Unit's property; or
 - ii. actual costs of collections attributable to Taxing Unit's property, as determined by County Tax Assessor/Collector
- b) In the event that payments received in any one year exceed the actual cost of providing services pursuant to this Agreement, the County shall reimburse the Taxing Unit to the extent of the excess funds.

- c) In the event that payments received in any one year are less than the actual cost of providing services pursuant to this Agreement, the Taxing Unit shall reimburse the County all actual costs incurred for the collection of taxes up to one (\$1.00) dollar per parcel per year.
- d) In the event that the Taxing Unit's tax rate is rolled back or otherwise changed after the County begins collections for the Taxing Unit in any given year, the County will continue to act for the Taxing Unit in providing refunds to taxpayers or sending corrected billings. The cost of additional publications and notices will be the responsibility of the Taxing Unit. All costs incurred by the County for late and separate tax bills processing, or issuance of corrected bills, or refunds associated therewith, shall be strictly accounted for by the County and shall be apyable by the Taxing Unit upon submission of that accounting by the County. This cost shall be the actual cost of providing those extra services required by the rollback or change in tax rate.

12. The Taxing Unit shall adopt its tax rate by the 1st of September.

13. If County adopts a partial payment program as provided by TEXAS TAX CODE ANN., Section 31.07, as amended, such policy shall be adopted in accordance with the guidelines set and promulgated by the State Property Tax Board.

14. The Taxing Unit agrees payments shall be made quarterly to the County, the first payment to be made on or about September 1, 1991. Subsequent payments shall be made on or about the 1st day of each subsequent quarter that this contract is in force.

15. This contract shall be effective on September 1, 1991, and shall continue in full force and effect from year to year until such time as either party, hereto, by written notice to the other party, may terminate the same, such termination to be effective only if such notice is provided to the other party on or before July 1 of the tax year in which the party intends for the contract to terminate, or by mutual consent of the parties. Any such termination shall be effective on or before September 1 of such tax year. In the event of termination of this Agreement, the County shall deliver to the Unit all records and documents in its possession relating to the collection of taxes on behalf of the Unit unless it is necessary to retain such records or documents, in which event the County shall furnish the Unit a copy thereof at the Unit's expense.

16. It is agreed and understood that this contract is not transferable or assignable without the written consent and approval of the the Taxing Unit. The terms herein stated shall be binding upon the parties hereto, their successors, assigns and legal representatives.

17. Any alteration or modification of this contract shall be in writing and signed by both parties.

18. This contract constitutes the entire agreement of the parties. No written or oral representation or modification shall have force or effect unless such modification is made in conformity with paragraph 15 herein.

19. This Agreement supercedes any and all agreements and contracts by and between any of the parties hereto relative to the collection of ad valorem taxes.

20. The provisions of this contract are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this contract is for any reason held to the contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the contract.

IN WITNESS WHEREOF, the respective parties hereunto set their hands this 11th day of June, 19 91.

TAXING UNIT

UPSHUR COUNTY

BY: Johnnie L Baird BY: _____
MAYOR County Judge
Name and Title

APPROVED:

BY: _____ BY: Michael R. [Signature]
Attorney for Taxing Unit County Tax Assessor-Collector

THE STATE OF TEXAS

COUNTY OF UPSHUR

INTERLOCAL AGREEMENT FOR
ASSESSMENT AND COLLECTION OF TAXES

On this the 10 day of June, 1991, the Big Sandy I.S.D. hereinafter called "Taxing Unit", and Upshur County, hereinafter called "County", enter into the following contract and agreement pursuant to the authority granted by TEXAS TAX CODE ANN. SECTION 6.23 and 6.24 (Vernon 1982), and TEXAS REV. CIV. STAT. ANN. art 4413(32c) (Vernon 1976), as amended.

WITNESSETH:

WHEREAS, it would be economically advantageous to both the Taxing Unit and the County to consolidate the tax assessment and collection functions; and

WHEREAS, in entering into this contract and agreement, it is the intention of the Taxing Unit and the County that upon commencement of the term of this contract as herein stated, the County shall for the said term of this contract provide such necessary tax assessment and collection services;

WHEREAS, Taxing Unit desires to have County perform those functions being provided by Taxing Unit's Tax Department, but Taxing Unit's governing body will continue to perform its functions while contracting with County;

NOW, THEREFORE, the said parties have and do hereby covenant and agree as follows:

1. The County shall collect the ad valorem property taxes owing to the Taxing Unit and shall perform all assessment and collection duties and functions imposed by law upon the tax assessor and collector for the Taxing Unit, including, but not limited to the following:

- a) Preparation and mailing of the tax statements;
- b) Preparation of monthly collection reports to Units;
- c) Development and maintenance of current and delinquent tax rolls for Unit;
- d) Maintenance of a staff and office for the collection of taxes at the main County Courthouse, Gilmer, Texas;

- e) Calculation of maximum tax rates as required by Article 7244c, Texas Revised Civil Statutes; and
- f) Development and maintenance of such other forms and records as are necessary or required by law or regulations;
- g) Undertake any and all other actions necessary to the proper collection of ad valorem taxes for the Unit;
- h) Calculation of an effective tax rate, based upon information provided by Taxing Unit on or about August 1, of the tax year;
- i) Timely preparation and mailing of current tax bills;
- j) Preparation and mailing of delinquent tax bills;
- k) Remittance of taxes collected to the Taxing Unit;
- l) Provide monthly reports of current and delinquent collections and an annual report of all taxes collected or delinquent;
- m) Provide adequate and acceptable off-site storage of Taxing Unit's related data files.

2. Taxing Unit hereby authorized County to make deposits of taxes collected by County on its behalf to such depositories as are selected by Unit. County shall make deposits for Unit to the account of Unit on a daily basis.

3. The County shall retain all fees charged for the issuance of tax certificates and any interest accruing upon tax payments while deposited in the County's depository prior to remittance to the Taxing Unit. The County shall expend such retained funds solely on tax assessment and collection services.

4. The County shall provide an annual independent audit of all funds collected. Said audit shall be conducted by a certified public accounting firm and a copy of the audit report shall be provided to the Taxing Unit.

5. Taxing Unit hereby agrees and expressly authorizes County to contract on Unit's behalf with private legal counsel for the collection of delinquent taxes. Unit further agrees that such fee as is allowed by law and provided for in the contract for private legal counsel shall be paid by Unit on whose behalf the delinquent taxes, penalty and interest are collected.

6. All costs and expenses which are paid or are incurred by the County for the collection of delinquent ad valorem taxes

through legal action, including court costs, attorney's fees, appraisal fees, sheriff's fees and publication expense (herein called "Legal Expenses"), shall be excluded from the Collection Charge and shall be paid by the taxing entity on whose behalf such legal action was instituted. Costs incurred on behalf of more than one taxing Unit, above the 15% attorney fee allowed by law, shall be allocated in the following manner. Unit shall pay its proportionate share of the Legal Expenses for each term of this contract according to the number of units, involved in suit, that County collects ad valorem taxes for, divided by total cost of legal fees.

7. The Taxing Unit shall provide to the County, without charge, a printed copy and a computer tape (in a format useable by the County) of its cumulative delinquent tax roll, and current tax roll, as appropriate, with all accounts properly identified by a current County Appraisal District property identification number.

8. Unit shall furnish to County on request all records in the Unit's possession relating to the assessment and collection of taxes and shall cooperate in providing such other information and records, whether in its possession or not, which may be needed by the County in order for the County to carry out the terms of this Agreement.

9. All information provided to the County shall be provided in writing. County shall be entitled to rely upon information supplied by Taxing Unit.

10. The Tax Assessor-Collector shall give bond conditioned on the faithful performance of his duties as tax assessor and collector for the Taxing Unit. Said bond shall be made payable to and shall be approved by the governing body of Taxing Unit. The Taxing Unit shall pay the premium for such bond from its current available revenues.

11. In consideration of the services to be rendered by the County, the Taxing Unit shall pay the County as follows:

- a) The Taxing Unit agrees to pay the County the lesser of:
 - i. one (\$1.00) dollar per parcel of Taxing Unit's property; or
 - ii. actual costs of collections attributable to Taxing Unit's property, as determined by County Tax Assessor/Collector
- b) In the event that payments received in any one year exceed the actual cost of providing services pursuant to this Agreement, the County shall reimburse the Taxing Unit to the extent of the excess funds.

- c) In the event that payments received in any one year are less than the actual cost of providing services pursuant to this Agreement, the Taxing Unit shall reimburse the County all actual costs incurred for the collection of taxes up to one (\$1.00) dollar per parcel per year.
- d) In the event that the Taxing Unit's tax rate is rolled back or otherwise changed after the County begins collections for the Taxing Unit in any given year, the County will continue to act for the Taxing Unit in providing refunds to taxpayers or sending corrected billings. The cost of additional publications and notices will be the responsibility of the Taxing Unit. All costs incurred by the County for late and separate tax bills processing, or issuance of corrected bills, or refunds associated therewith, shall be strictly accounted for by the County and shall be apyable by the Taxing Unit upon submission of that accounting by the County. This cost shall be the actual cost of providing those extra services required by the rollback or change in tax rate.

12. The Taxing Unit shall adopt its tax rate by the 1st of September.

13. If County adopts a partial payment program as provided by TEXAS TAX CODE ANN., Section 31.07, as amended, such policy shall be adopted in accordance with the guidelines set and promulgated by the State Property Tax Board.

14. The Taxing Unit agrees payments shall be made quarterly to the County, the first payment to be made on or about September 1, 19 . Subsequent payments shall be made on or about the 1st day of each subsequent quarter that this contract is in force.

15. This contract shall be effective on September 1, 19 , and shall continue in full force and effect from year to year until such time as either party, hereto, by written notice to the other party, may terminate the same, such termination to be effective only if such notice is provided to the other party on or before July 1 of the tax year in which the party intends for the contract to terminate, or by mutual consent of the parties. Any such termination shall be effective on or before September 1 of such tax year. In the event of termination of this Agreement, the County shall deliver to the Unit all records and documents in its possession relating to the collection of taxes on behalf of the Unit unless it is necessary to retain such records or documents, in which event the County shall furnish the Unit a copy thereof at the Unit's expense.

16. It is agreed and understood that this contract is not transferable or assignable without the written consent and approval of the the Taxing Unit. The terms herein stated shall be binding upon the parties hereto, their successors, assigns and legal representatives.

17. Any alteration or modification of this contract shall be in writing and signed by both parties.

18. This contract constitutes the entire agreement of the parties. No written or oral representation or modification shall have force or effect unless such modification is made in conformity with paragraph 15 herein.

19. This Agreement supercedes any and all agreements and contracts by and between any of the parties hereto relative to the collection of ad valorem taxes.

20. The provisions of this contract are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this contract is for any reason held to the contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the contract.

IN WITNESS WHEREOF, the respective parties hereunto set their hands this _____ day of _____, 19 .

TAXING UNIT

UPSHUR COUNTY

BY: *Richard Digg*

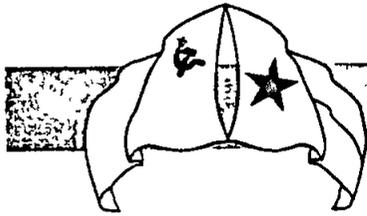
BY: _____
County Judge

Name and Title

APPROVED:

BY: _____
Attorney for Taxing Unit

BY: *Michael D. Smith*
County Tax Assessor-Collector



SEMINARS & ACTIVITIES

Wednesday, June 19

3 00 p m. continued

or
WORDPERFECT
Helen M. Skeldon, *San Antonio*
P.C. Coordinator/Administrator
Heard, Goggan, Blair & Williams

or
**DATABASE
MANAGEMENT/LITIGATION
SUPPORT**
Ralph I. Miller, *Dallas*
Thompson & Knight

(Please choose one out of four)

3:45 pm TIME/BILLING
Walter Wm. Hofheinz, *Dallas*
Law Office of Walter Wm. Hofheinz

Nan Lillanne Hofheinz, *Dallas*
Law Office of Walter Wm. Hofheinz

or
CONTRACTING ISSUES
Herbert J. Hammond, *Dallas*
Gardere & Wynne

or
LAN'S
Warren J. Huff, *Dallas*
Johnson & Gibbs

or
COPYRIGHT UPDATE
Raymond T. Nimmer, *Houston*
Professor of Law
University of Houston Law Center
Of Counsel, Sheinfeld, Maley & Kay

*Approved
6-24-91*

4:30 pm ADJOURN

4:30 pm SECTION MEETING
Peter S. Vogel, Chairman
State Bar of Texas Computer Section

CRIMINAL LAW INSTITUTE 'SUPERSTARS '91'

Seminar Coordinator
C. L. 'Scrappy' Holmes, *Longview*
Holmes Law Office

8:45 am WELCOMING REMARKS
Honorable W. T. McDonald, *Bryan*
Judge, 85th Judicial District
Chairman, Criminal Justice Section

9:00 am DEFENDING THE D.W.I.
John Henry Hingson, *Oregon City,*
Oregon

10:00 am BREAK

**10:15 am RECENT OPINIONS OF THE COURT
OF CRIMINAL APPEALS**
Judge Charles F. (Charlie) Baird, *Austin*
Texas Court of Criminal Appeals

11:00 am VOIR DIRE
Warren Burnett, *Odessa/Galveston*
Warren Burnett, Inc.

12 Noon LUNCH

SPEAKER
Catherine J. Cner
CNN Anchorperson
Former District Judge
Dallas County

1:30 pm ETHICS: A PROSECUTOR'S VIEW
Honorable Ronald Earle
District Attorney
Travis County

2:15 pm FINAL ARGUMENT
Richard 'Racehorse' Haynes, *Houston*
Law Offices of Richard Haynes

3:15 pm BREAK

3:30 pm LEGISLATIVE UPDATE
Honorable John C. Boston,
Executive Director
Texas Criminal Defense Lawyers
Association

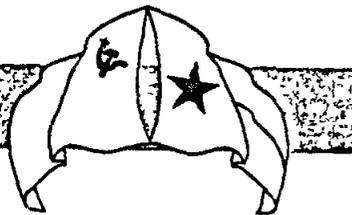
Honorable Thomas L. Krampitz,
Executive Director
Texas District & County Attorneys
Association

4:15 pm CRIMINAL LAWYERING
Bobby Lee Cook, Sr.,
Summerville, Georgia

5:15 pm ADJOURN

SEMINARS & ACTIVITIES

Thursday, June 20



THE ULTIMATE TRIAL NOTEBOOK 3

Co-sponsored by the Family Law, Litigation, and Tort and Compensation Sections of the State Bar of Texas.

IT'S BACK! The Ultimate Trial Notebook was a complete sell-out at the last two Annual Meetings. Last year over 1,600 people attended what may have been the largest CLE event ever presented. And those who were there overwhelmingly agreed that it was one of the best CLE programs they had ever attended.

This year the State Bar will once again give its lawyers the best of Texas CLE in speakers and written materials. These speakers are among the finest of the already superlative faculties of the State Bar's tremendously successful advanced courses. They will cover the essential components of a trial in concise twenty-minute segments. The notebook itself will consist of forms, checklists, and arguments - a 'form' trial notebook that every registrant can use at trial.

REMEMBER: Only those who register for the Annual Meeting may attend and receive The Ultimate Trial Notebook 3.

State Bar College & MCLE Credit. 6.75 hours
Includes 1 hour Legal Ethics

ALL REGISTRANTS MUST REGISTER AND PICK UP BOOKS IN THE GEORGE R. BROWN CONVENTION CENTER, EXHIBIT D, LEVEL 3, BEFORE GOING TO THE SEMINAR ROOM.

8:00 am REGISTRATION

8:45 am MODERATOR

Honorable David E. Keltner,
Ft. Worth
Course Director
Haynes and Boone

WELCOMING REMARKS

Scott T. Cook, *Corpus Christi*
Scott T. Cook & Associates
Chairperson of the
Family Law Section

Doyle Curry, *Marshall*
Jones, Jones, Curry & Roth, Inc.
Chairperson of the Litigation Section

Mark F. Howell, *El Paso*
Law Office of Mark F. Howell
Chairperson of the Tort and
Compensation Section

9:00 am PREPARATION AND USE OF A TRIAL NOTEBOOK

Jack Ratliff, *Austin*
McQinnis, Lochridge & Kilgore

9:20 am PRETRIAL CONFERENCE

Honorable Joseph B. Morris, *Dallas*
Judge, 101st District Court

9:50 am MOTIONS IN LIMINE

C. L. Mike Schmidt, Jr., *Dallas*
Stradley, Schmidt & Wright

10:10 am BREAK

10:30 am VOIR DIRE - PLAINTIFF

Frank L. Branson, *Dallas*
Law Offices of Frank L. Branson

10:50 am VOIR DIRE - DEFENDANT

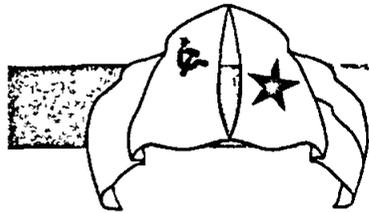
Terry O. Tottenham, *Austin*
Fulbright & Jaworski

11:10 am OPENING STATEMENT

Jim M. Perdue, *Houston*
Perdue & Todesco

11:30 am PACKAGING DISCOVERY FOR TRIAL

Paul N. Gold, *Dallas*
Law Offices of Frank L. Branson



SEMINARS & ACTIVITIES

Thursday, June 20

12 Noon BOX LUNCHEON

**PANEL, DOCUMENTARY EVIDENCE:
GETTING IT IN AND KEEPING IT
OUT (VIDEOTAPE DEPOSITION,
SUMMARY CHART, DAY-IN-THE-
LIFE VIDEO, SCIENTIFIC
TEST/RECREATION)**

Honorable Ann Tyrrell Cochran,
Houston
Judge, 270th District Court

Ann Crawford McClure, *El Paso*
Attorney at Law

Stephen E. McConnico, *Austin*
Scott, Douglass & Luton

Jackie Robinson, *Fort Worth*
Shannon, Gracey, Ratliff & Miller

Honorable Linda B. Thomas, *Dallas*
Justice, Fifth Court of Appeals

Harry L. Tindall, *Houston*
Tindall & Foster

1:10 pm COMMON EVIDENCE PROBLEMS
Honorable Nathan L. Hecht, *Austin*
Justice, Supreme Court of Texas

1:40 pm OBJECTIONS
Richard R. Orsinger, *San Antonio*
Attorney at Law

**2:00 pm EXPERT WITNESS: PROPERTY
VALUATION**

James M. Loveless, *Fort Worth*
Loveless & O'Neal

**2:20 pm EXPERT WITNESS: MEDICAL
MALPRACTICE**

Sheree Lynn McCall, *Dallas*
Strasburger & Price

**2:40 pm EXPERT WITNESS: FINANCIAL
PROJECTIONS**

Mark C. Hill, *Fort Worth*
Haynes and Boone

3:00 pm BREAK

3:20 pm FINAL ARGUMENT - PLAINTIFF

Howard L. Nations
Law Office of Howard L. Nations

3:40 pm FINAL ARGUMENT - DEFENDANT

Anthony J. Sadberry, *Houston*
Sullivan, King & Sabom

4:00 pm PREPARING THE COURTS CHARGE

T. Ray Guy, *Dallas*
Jenkins & Gilchrist

**4:20 pm OBJECTING TO THE COURTS
CHARGE**

John F. Nichols, *Houston*
Piro * Nichols * Lilly

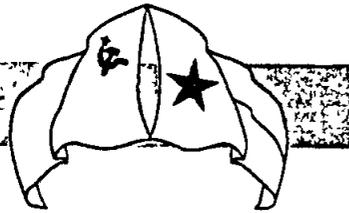
4:40 pm APPEAL

Lynne Liberato, *Houston*
Haynes and Boone

5:00 pm ADJOURN

SEMINARS & ACTIVITIES

Friday, June 21



CONSTRUCTION LAW SECTION

12 Noon LUNCHEON
THE PROLIFERATION OF CONTRACTING METHODS AND CONTRACT FORMS--A CHALLENGE OF THE 1990's
Peter Doyle, *Houston*
President, Linbeck Construction Corporation

1:30 pm WHAT TO DO WHEN THE CONTRACTOR DEFAULTS
Wayne Walton, *New York*
Senior Claims Attorney, Federal Insurance Company

PROFESSIONS, HARDHATS & CHECKBOOKS--ETHICAL PROBLEMS FOR LAWYERS IN CONSTRUCTION CLAIMS
Lewin Plunkett, *San Antonio*
Plunkett, Gibson & Allen, Inc.

BRIEF LEGISLATIVE REPORT - Highlights of construction-related bills passed by 1991 State Legislature

4:00 pm RECEPTION

FAMILY LAW SECTION

12 Noon LUNCHEON
THE ATTORNEY GENERAL AND FAMILY LAW, CHANGES IN THE ATTORNEY GENERAL'S OFFICE'S OUTLOOK ON CHILD SUPPORT ENFORCEMENT
Ellen A. Abbott, *Austin*
Special Assistant Attorney General
Child Support Enforcement Division

1:30 pm THE APPROPRIATE AND INAPPROPRIATE APPLICATION OF THE CHILD VISITATION GUIDELINES
Dr. Jack Ferrel
San Antonio

Judge Lupe Rivera-Eggemeyer
El Paso

Kathleen Anderson
El Paso

THE USE, MISUSE AND ABUSE OF EVIDENTIARY OBJECTIONS IN THE TRIAL OF A FAMILY LAW CASE
Reginald A. Hirsch
Houston

Andrew Jefferson
Houston

Jolene Wilson-Glah
Houston

4:00 pm ADJOURN

GENERAL PRACTICE SECTION

State Bar College & MCLE Credit: 2 hours

1:30 pm LEGISLATIVE UPDATE--A REVIEW OF THE 72nd REGULAR SESSION OF THE TEXAS LEGISLATURE
Senator Bob Glasgow
Stephenville

Representative Debra Danburg
Houston

4:00 pm ADJOURN

STATE BAR GENERAL SESSION

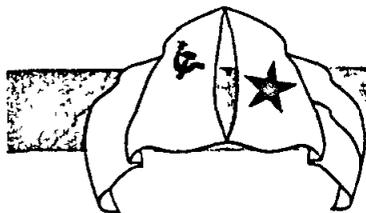
9:00 am Annual Membership meeting, inauguration of 1991-92 President and special recognition for 50-year lawyers. Presidents' Award and Certificates of Merit will be presented. Keynote speaker will be a distinguished legal official from the U.S.S.R.

HEALTH LAW SECTION

2:00 pm SECTION MEETING

3:00 pm LEGISLATIVE HIGHLIGHTS, AN OVERVIEW OF THE 72nd TEXAS LEGISLATURE
Charles W. Bailey, J.D., *Austin*
Texas Hospital Association

5:00 pm ADJOURN



SEMINARS & ACTIVITIES

Saturday, June 22

CLE VIDEOS

State Bar College & MCLE Credit: 2.25 hrs

- 9:00 am **OVERCOMING JURY BIAS**
(.5 hr) - CR, CT, F, P
- 9:45 am **MANAGING THE DEPOSITION**
(.33 hr) - AD, CT, F, P
- 10:15 am **PREPARING FOR YOUR DEPOSITION: A GUIDE FOR THE WITNESS**
(.42 hr) - CT, F, P
- 11:00 am **A SECRET SICKNESS: SUBSTANCE ABUSE IN THE LEGAL COMMUNITY (1 hr)**
MCLE credit for each title is in parentheses. Credit in an area approved by the Texas Board of Legal Specialization is indicated by:

A All fields CR Criminal P Personal
 AD Administrative CT Civil Trial Injury Trial
 B Bankruptcy F Family

CONCERNS OF THE SPANISH SPEAKING COMMUNITY OF TEXAS SECTION

- 9:30 am **GENERAL BUSINESS MEETING & ELECTION OF OFFICERS**
- REDISTRICTING**
Honorable Gilberto Hinojosa,
Corpus Christi
Thirteenth Court of Civil Appeals
- Frumencio Reyes, Jr., *Houston*
Reyes & Reyes-Castillo
- Norma V. Cantu, *San Antonio*
M.A.L.D.E.F.
- Robin Rorapaugh, *Austin*
Attorney General's Office
- MEDIATOR**
Frank Costilla, Jr., *Brownsville*
Costilla & Stapleton
- 12 Noon **ADJOURN**

INTELLECTUAL PROPERTY LAW SECTION CLE PROGRAM

State Bar College & MCLE Credit: 3 hours
Includes .5 hour Legal Ethics

- 8:00 am **CONTINENTAL BREAKFAST**
- 8:30 am **CURRENT TOPICS IN PATENT LAW**
Donald Chisum, *Seattle, Washington*
Of Counsel to Morrison & Foerster
Professor of Law,
University of Washington
- 9:30 am **CURRENT TOPICS IN TRADEMARK LAW**
Raymond I. Geraldson, Jr., *Chicago*
Pattishall, McAuliffe, Newbury,
Hilliard & Geraldson
- 10:30 am **CURRENT TOPICS IN COPYRIGHT LAW**
Craig Joyce, *Houston*
Professor of Law,
University of Houston

12 Noon **ADJOURN**

LEGAL ASSISTANTS DIVISIONS

- 7:30 am **DIRECTOR/COMMITTEE CHAIRPERSON ORIENTATION BREAKFAST**
- 9:00 am **CONTINENTAL BREAKFAST FOR REGISTRANTS**
- 10:15 am **MAKING A COMMUNICATIONS IMPACT**
How to recognize and avoid common communications mistakes; defining style types: what are they? which one are you? Dealing with temperamental biases in the legal environment; strategies for working and communicating effectively with others in your work environment. This interactive presentation is designed to provide you with a knowledge

D E P U T A T I O N

THE STATE OF TEXAS
COUNTY OF UPSHUR

I, R.D. CROSS

SHERIFF OF THE COUNTY OF UPSHUR AND THE STATE OF TEXAS, HAVING FULL CONFIDENCE IN RANDY BURRIS OF SAID COUNTY AND STATE, DO HEREBY, WITH THE CONSENT OF THE COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS, NOMINATE AND APPOINT HIM, THE SAID DEPUTY SHERIFF/RESERVE MY TRUE AND LAWFUL DEPUTY IN MY NAME, PLACE AND STEAD, TO DO AND PERFORM ANY AND ALL ACTS AND THINGS PERTAINING TO THE OFFICE OF SAID UPSHUR SHERIFF'S DEPT OF SAID COUNTY AND STATE, HEREBY RATIFYING AND CONFIRMING ANY AND ALL SUCH ACTS AND THINGS LAWFULLY DONE IN THE PREMISES BY VIRTUE HEREOF.

WITNESS MY HAND, THIS 18 DAY OF June 19 91
R.D. Cross
SHERIFF, R.D. CROSS

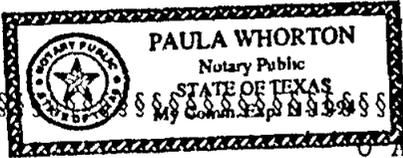
OF UPSHUR COUNTY, TEXAS

THE STATE OF TEXAS
COUNTY OF UPSHUR

BEFORE ME, PAULA WHORTON

IN AND FOR UPSHUR COUNTY, TEXAS ON THIS DAY PERSONALLY APPEARED R.D. CROSS KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING DEPUTATION AND ACKNOWLEDGE TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED. GIVEN UNDER MY HAND AND SEAL OF OFFICE AT THE UPSHUR COUNTY SHERIFF'S DEPARTMENT, THIS 18 DAY OF June 19 91

Paula Whorton
NOTARY, PAULA WHORTON
EXPIRES: 11-13-94



U R T H O F O F F I C E

I, RANDY BURRIS, DO SOLEMNLY SWEAR (OR AFFIRM), THAT I WILL FAITHFULLY EXECUTE THE DUTIES OF THE OFFICE OF THE SHERIFF'S DEPARTMENT, OF THE COUNTY OF UPSHUR, STATE OF TEXAS, AND WILL ~~DO~~ TO THE BEST OF MY ABILITY, PRESERVE, PROTECT, AND DEFEND THE CONSTITUTION AND LAWS OF THE UNITED STATES AND OF THIS STATE: AND I FURTHERMORE SOLEMNLY SWEAR (OR AFFIRM), THAT I HAVE NOT DIRECTLY NOR INDIRECTLY PAID, OR PROMISED TO PAY, CONTRIBUTED, NOR PROMISED TO CONTRIBUTE ANY MONEY, OR VALUABLE THING, OR PROMISED ANY PUBLIC OFFICE OR EMPLOYMENT, AS A REWARD TO SECURE MY APPOINTMENT OR THE CONFIRMATION THEREOF, SO HELP ME GOD.

NAME: Randy Burris
ADDRESS: _____
PHONE: _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS 18th DAY June 1991

NOTARY: F. J. ...
EXPIRES: 11-13-94

D E P U T A T I O N

THE STATE OF TEXAS
COUNTY OF UPSHUR

I, R.D. CROSS

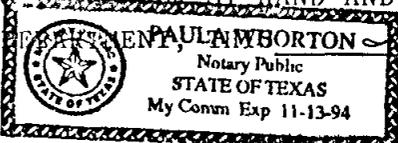
SHERIFF OF THE COUNTY OF UPSHUR AND THE STATE OF TEXAS, HAVING FULL CONFIDENCE IN JULIE GRUNDEN OF SAID COUNTY AND STATE, DO HEREBY, WITH THE CONSENT OF THE COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS, NOMINATE AND APPOINT HIM, THE SAID DEPUTY SHERIFF/RESERVE MY TRUE AND LAWFUL DEPUTY IN MY NAME, PLACE AND STEAD, TO DO AND PERFORM ANY AND ALL ACTS AND THINGS PERTAINING TO THE OFFICE OF SAID SHERIFF'S DEPARTMENT OF SAID COUNTY AND STATE, HEREBY RATIFYING AND CONFIRMING ANY AND ALL SUCH ACTS AND THINGS LAWFULLY DONE IN THE PREMISES BY VIRTUE HEREOF.

WITNESS MY HAND, THIS 20th DAY OF June 19 91
R.D. Cross
SHERIFF, R.D. CROSS
OF UPSHUR COUNTY, TEXAS

THE STATE OF TEXAS
COUNTY OF UPSHUR

BEFORE ME, PAULA WHORTON

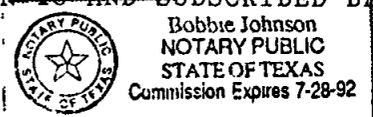
IN AND FOR UPSHUR COUNTY, TEXAS ON THIS DAY PERSONALLY APPEARED R.D. CROSS KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING DEPUTATION AND ACKNOWLEDGE TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE AT THE UPSHUR COUNTY SHERIFF'S OFFICE, PAULA WHORTON DAY OF June 19 91

Paula Whorton
NOTARY, PAULA WHORTON
EXPIRES: 11-13-94

O A T H O F O F F I C E

I, JULIE GRUNDEN, DO SOLEMNLY SWEAR (OR AFFIRM), THAT I WILL FAITHFULLY EXECUTE THE DUTIES OF THE OFFICE OF THE SHERIFF'S DEPARTMENT, OF THE COUNTY OF UPSHUR, STATE OF TEXAS, AND WILL DO THE BEST OF MY ABILITY, PRESERVE, PROTECT, AND DEFEND THE CONSTITUTION AND LAWS OF THE UNITED STATES AND OF THIS STATE: AND I FURTHERMORE SOLEMNLY SWEAR (OR AFFIRM), THAT I HAVE NOT DIRECTLY NOR INDIRECTLY PAID, OR PROMISED TO PAY, CONTRIBUTED, NOR PROMISED TO CONTRIBUTE ANY MONEY, OR VALUABLE THING, OR PROMISED ANY PUBLIC OFFICE OR EMPLOYMENT, AS A REWARD TO SECURE MY APPOINTMENT OR THE CONFIRMATION THEREOF, SO HELP ME GOD.

NAME: Julie Grundene
ADDRESS: 143 Box 548, Llaneta
PHONE: 903-734-5758

SWORN TO AND SUBSCRIBED BEFORE ME THIS 20 DAY June 19 91

NOTARY: Bobbie Johnson
EXPIRES: 7-28-92

UPSHUR COUNTY RURAL FIRE REPRESENTATION DISTRICT NO. 1

RESOLUTION

The Commissioners of the Upshur County Rural Fire prevention District No. 1 in regular session on June 17, 1991 with all members present adopted the following resolution:

BE IT RESOLVED as allowed by the amended Texas Constitution under ARTICLE V III Section 1b Subsection E and Subsection C.

The Commissioners of said Fire District voted to grant an exemption of 20% of the market value of residence homesteads for the year January 1, 1991 to December 31, 1991.

The commissioners of said Fire District voted to grant a homestead exemption of \$10,000 for 65 years of age and over. A homestead exemption of \$3,000 for persons receiving disability benefits under the Federal Old-Age, Survivors, and Disability Insurance Act will be granted: However a person by law is entitled to only one of these two exemptions.

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Tommy Bludon

CHAIR

Walter W. DeBevoise

COMMISSIONER

Shawn Yoon

COMMISSIONER

William M. Darby

COMMISSIONER

Richard

COMMISSIONER

