



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

COMMISSIONERS COURT
SPECIAL SESSION
APRIL 17, 1995
1:30 PM

Approve the minutes of the meeting held on April 10, 1995.

Approve the payment of the bills now due.

Meet with any persons concerned with making signs for the 911 system.

Meet with Jimmy Price from PBS, Inc. to discuss options on the 911 signs.

Hear G. D. Ray concerning cougar control.

Meet with the Upshur County Sheriff and Randall Pritchett concerning the 911 system.

Hear Ronnie Mitchell concerning his annual monitoring report.

Consider a request by the Chamber of Commerce to hold the Cherokee Rose Festival on the Courthouse lawn.

Discuss the replacement of the piano in the Activities Building.

Approve payroll changes.

Approve permit applications for use of Upshur County right of way..

Charles L. Still
County Judge

FILED
REX A. STANLEY
COUNTY CLERK
95 APR 13 PM 3:02
UPSHUR COUNTY, TX
BY _____

VOL 43 PG 870



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

COMMISSIONERS COURT
EMERGENCY SESSION
APRIL 17, 1995
1:30 PM

Accept or reject bids on janitorial services.

Charles L. Still
County Judge

FILED
REX A. SHAW
COUNTY CLERK

95 APR 17 AM 8:48

UPSHUR COUNTY, TX.

BY _____
AFFIRM



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS 4-17-1995

Commissioner's Court met in Special Session. All members present except Commissioner Gaddis Lindsey.

Motion by David Loyd to approve minutes of previous meeting dated 4-10-1995. Motion carried.

Jimmy Price, from PBS. met with Court to discuss cost of signs and hardware for road signs. Mr. Price presented the Court samples of signs and hardware. No action taken.

Ronnie Mitchell, Juvenile Probation Officer, met with Court to present and discuss the FY '95 Monitoring Report for the Juvenile Probation Office. Copy attached.

The following companies submitted bids for janitorial services:

D.M.C. Cleaning---\$3,195.00 per month
 American Building Maintenance---\$3,008.36
 Bullfinch Custodial Services---\$3,842.00

Motion by Tommy Stanley seconded by David Loyd to approve accepting bid from American Building Maintenance for janitorial services for Upshur County. Amount of bid is \$3,008.36 per month. Commissioner Stanley wanted stated in the minutes that all department heads be given a copy of the janitorial contract and any complaints against the janitorial company should be documented and presented to Ray Roeder, Building Maintenance Supervisor. Motion carried. Copies of all bids attached.

Motion by Tommy Stanley seconded by Kenny Thompson to approve paying bills now due. Motion carried.

Motion by Kenny Thompson seconded by David Loyd to approve request of Upshur County Chamber of Commerce holding the Annual Cherokee Rose Festival on the Courthouse lawn and also the use of the inside of the Courthouse. Motion carried. Copy of letter attached.

Motion by David Loyd seconded by Tommy Stanley to approve advertising for bids for old piano in Activities Building, and to take monies from sell of old piano and apply them to cost of new one. Two civic organizations will pay additional cost of new piano which will be donated to the County. Bids for old piano will be opened May 8. Motion carried.

Motion by David Loyd seconded by Kenny Thompson to approve payroll change for the following people: Kenneth Mayfield and Barbara Robinson, due to retirement, Jacqueline Bull, due to employee resigning, Ronnie Norman and Wayne Young, due to transferring within department, Larry Sewell and James DeCuir due to Probationary Period ending and for Brenda Hnatishion, due to new hire. Copies of all payroll changes attached.

Motion by Tommy Stanley seconded by Kenny Thompson to approve the following applications:

Special Road Use Agreement Contract submitted by Bryan Ramage to haul logs on North Point Pleasant Road and Willow Oak Road.

Permit Application for use of Upshur County Right of Way submitted by Carl Stader to install a culvert in ROW of lots 62 and 63 located in Diana Estates.

Application for filling Abandoned Well submitted by Alton Youngblood to fill abandoned well located on corner of Paw-Paw and Locust.

Special Road Use Agreement submitted by Jimmy Price Logging submitted to haul logs on Cardinal and Bobwhite.



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

Permit Application submitted by Fred Patton to install a culvert in ROW of Almond Road.

Special Road Use Agreement submitted by Ted Davis Timber to haul logs on Almond and Scrub Pine.

Motion carried on all the above and copies attached.

G. D. Ray met with Court to discuss a problem concerning cougars. Mr. Ray stated that in the last 2 to 3 months the western part of Upshur County had been experiencing a problem with what he believed was cougars. Mr. Ray ask the Court to set up a \$100.00 bounty on cougars. Judge Still ask Mr. Ray to talk to the Texas Parks and Wildlife and the Upshur County Beef Committee. Judge Still stated that this would be put back on the agenda for 4-28-1995.

Randall Pritchett met with Court to discuss the 911 mapping system. Mr. Pritchett presented to Court and many vistors the progress of the program.

Motion by Kenny Thompson seconded by Tommy Stanley to adjourn. Motion carried.

Copy of attendance sheet placed into minutes.

Jury Selection System dated 4-24-1995 placed into minutes.



UPSHUR COUNTY COMMISSIONERS COURT
GILMER, TEXAS

Charles F. Still

JUDGE CHARLES STILL

Gaddis Lindsey

COMMISSIONER PCT. #1 GADDIS LINDSEY

Tommy S. Stanley

COMMISSIONER PCT. #2 TOMMY STANLEY

David Loyd

COMMISSIONER #3 DAVID LOYD

Charles (Kenny) Thompson

COMMISSIONER PCT #4 CHARLES (KENNY) THOMPSON

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

28 APR 1995

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC.

Disbursements Made from 04/17/95 thru 04/27/95

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
47651-AP	04/17/95	A & E MILL AND WELDING SUPPL	\$114 91	\$53 25 \$41. 46 \$20. 20	PCT#2-CUST#173000/CHAINS PCT#2-CUST#173000/PARTS PCT#2-CUST#173000/CYLINDER RENTAL (ACEL(1); OX275(3))
47652-AP	04/17/95	ALAN MEYERS & ASSOCIATES	\$252 00	\$252 00	CO LIB-DANCE VIDEOS(5)
47653-AP	04/17/95	ALFRED H. FOWLER, D. D. S.	\$256. 00	\$192. 00 \$64. 00	CO. JAIL-JAMES RICHARDSON/DENTAL WORK CO. JAIL-AVERY JONES/DENTAL WORK
47654-AP	04/17/95	ARAMARK UNIEDRM SERVICES, IN	\$727. 75	\$41. 93 \$38. 36 \$44. 26 \$23. 66 \$47. 13 \$38. 36 \$39. 41 \$23. 66 \$41. 93 \$38. 36 \$39. 41 \$23. 66 \$41. 93 \$38. 36 \$39. 41 \$23. 66 \$41. 93 \$38. 36 \$40. 31 \$23. 66	PCT#4-CUST#6058001/UNIFORM SERVICE PCT#1-CUST#5945001/UNIFORM SERVICE PCT#2-CUST#5935001/UNIFORM SERVICE PCT#3-CUST#5963001/UNIFORM SERVICE PCT#4-CUST#6058001/UNIFORM SERVICE PCT#1-CUST#5945001/UNIFORM SERVICE PCT#2-CUST#5935001/UNIFORM SERVICE PCT#3-CUST#5963001/UNIFORM SERVICE PCT#4-CUST#6058001/UNIFORM SERVICE PCT#1-CUST#5945001/UNIFORM SERVICE PCT#2-CUST#5935001/UNIFORM SERVICE PCT#3-CUST#5963001/UNIFORM SERVICE PCT#4-CUST#6058001/UNIFORM SERVICE PCT#1-ACCT#5945001/UNIFORM SERVICE PCT#2-CUST#5935001/UNIFORM SERVICE PCT#3-CUST#5963001/UNIFORM SERVICE
47655-AP	04/17/95	ARKLA GAS	\$1,023. 87	\$466. 29 \$65. 79 \$87. 66 \$149. 67 \$204. 61 \$49. 85	J. CTR-ACCT#0721336289005/APRIL 10'95 BILLING ROCK. BLDG-ACCT#0821334069001/APRIL 11'95 BILLING CO. LIB-ACCT#0821335368006/APRIL 11'95 BILLING CO. LIB-ACCT#0821335367008/APRIL 11'95 BILLING CTH-ACCT#0821334321006/APRIL 11'95 BILLING PORTER. BLDG-ACCT#0921336007007/APRIL 12'95 BILLING
47656-AP	04/17/95	AVALON MORTUARY SERVICE	\$351. 00	\$175. 50 \$175. 50	JP#1-JAMES PHILLIPS; TRANSPORT TO DALLAS PCT#1-ANGELA ALLREAD/TRANSPORT TO DALLAS
47657-AP	04/17/95	BARRY LEWIS	\$6. 02	\$6. 02	CO. JAIL-REIMBURSE/MEAL (TRANSPORT W. L. ALLEN)
47658-AP	04/17/95	BARRY WALLACE, ATTY	\$400 00	\$150 00 \$250. 00	D. CT-CAUSE#141-95/SEYFER CHILDREN D. CT-CAUSE#11. 433/GREGGORY ALLEN CAFFEY
47659-AP	04/17/95	BENNETT EQUIPMENT COMPANY	\$2,232 19	\$1,715 35	PCT#2-CUST#UCP002/DISC & HUB; BEARING; GASKET; PRESSURE PLATE

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Approved Disbursements

ALL Checking Accounts

Disbursements Made from 04/17/95 thru 04/27/95

THE SOFTWARE GROUP, INC

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$310 43	PCT#2-CUST#UCP002/COVER ASSY; PRESSURE PLATE; SLEEVE, BRG
				\$206.41	PCT#2-ACCT#UCP002/SLEEVE; BRG & BRG ASSY.
47660-AP	04/17/95	BOB BARKER CO., INC.	\$46.69	\$17.00	CO JAIL-CUST#UPSTXO/WHITE PANTS
				\$29.69	CO JAIL-CUST#UPSTXO/WHITE PANTS(2 PR.)
47661-AP	04/17/95	CHEVRON U S A. INC.	\$58.98	\$58.98	CO. S-ACCT#789-878-984-2/GASOLINE
47662-AP	04/17/95	CHRIS BROWN	\$88 13	\$88 13	SUP-REIMBURSE/MILEAGE & MEALS 1/31-4/1/95
47663-AP	04/17/95	CINDY GRIMES	\$30 00	\$30 00	SUP-VICTIM'S IMPACT PANEL
47664-AP	04/17/95	COMMUNITY SUPERVISION	\$115.00	\$115.00	JUV. PROB-ELECTRONIC SURVEILLANCE AS /23 DAYS
47665-AP	04/17/95	COMPLETE BUSINESS	\$165 64	\$3.50	CO LIB-CUST#LN3970/RICOH TONER
				\$15.43	JP. CUST#LN0461/RICOH F4415(1178 COPIES/03/01/95 TO 04/01/95 BILLING)
				\$40 54	CO TAX-CUST#LN0461/RICOH F5540(3003 COPIES)
				\$94.96	CO CLK-CUST#LN0461/RICOH F5540(7034 COPIES/3/01/95 TO 04/01/95)
				\$11.21	D A-CUST#LN0461/RICOH F4418(830 COPIES/03/1/95 TO 04/01/95 BILLING)
47666-AP	04/17/95	CROLEY FUNERAL HOME	\$162 50	\$162 50	JP#1-JAMES PHILLIPS; TRANSPORT FROM DALLAS TO GILMER
47667-AP	04/17/95	CROWN PRODUCTS, INC.	\$113 14	\$113.14	PCT#1-REPAIR KITS FOR HYDRAULIC CYLINDERS(UNITS 119 & 116)
47668-AP	04/17/95	D CHRISTINE NIXON	\$1,120 00	\$960.00	D. CT-COURT REPORTING/MARCH 20-31 '95
				\$160.00	D. CT-COURT REPORTING, APRIL 6 '95
47669-AP	04/17/95	DARR EQUIPMENT COMPANY	\$451 43	\$451.43	PCT#3-RIM FOR 120 MAINTAINER
47670-AP	04/17/95	DEAN LUMBER COMPANY	\$638.40	\$638.40	PCT#3-WOMANIZED LUMBER (4"X4"X10')
47671-AP	04/17/95	DOLLAR STORE	\$43 30	\$43.30	D. A-PENNY LAWHORN/HOT CK. RESTITUTION
47672-AP	04/17/95	DONA FLIPPO	\$369.05	\$369 05	CO. AUD-REIMBURSE/575mi @ .29ea; MEALS, LODGING(AUSTIN MEETING)
47673-AP	04/17/95	ETEX TELEPHONE COOP, INC	\$10 00	\$10 00	CO LIB-ACCT#666-0060/APRIL 1 '95 BILLING
47674-AP	04/17/95	EXPRESS LUBE DBA	\$144 90	\$18 95	CO S-UNIT#9/OIL; FILTER; LABOR
				\$20 70	CO. S-LIC#LFN64K/OIL; FILTER; LABOR
				\$29.45	CO. S-LIC#MNV02J/OIL; FILTER; LABOR
				\$18 95	CO S-UNIT#22/OIL, FILTER, LABOR
				\$18 95	CO S-UNIT#8/OIL, FILTER, LABOR
				\$18 95	CO S-LIC#617364/OIL, FILTER; LABOR

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

28 APR 1995

THE SOFTWARE GROUP, INC.

Approved Disbursements
ALL Checking Accounts
Disbursements Made from 04/17/95 thru 04/27/95

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$18.95	CO. S-CHEV. /OIL; FILTER; LABOR
47675-AP	04/17/95	FEED FER LESS FARM SUPPLY	\$23.00	\$23.00	PCT#4-CHAIN SAW OIL
47676-AP	04/17/95	C.F. SIDVALI	\$550.00	\$300.00 \$250.00	D. CT-CAUSE#11,222/KENNETH JACKSON. D. CT-CAUSE#11,436/COURTNEY HOOPER
47677-AP	04/17/95	GADDIS LINDSEY	\$192.36	\$192.36	COMM. CT-REIMBURSE/MEALS&LODGING(AUSTIN MEETING)
47678-AP	04/17/95	GENERAL TELEPHONE COMPANY	\$18.04	\$18.04	CO. S-#18A-2703/MARCH 19'95 BILLING
47679-AP	04/17/95	GILMER LUMBER COMPANY INC.	\$123.75	\$123.75	JUV. PROB-CUST#0021020/PEER SUPP. INV#'S 125695; 125818; 125843; 126707
47680-AP	04/17/95	GILMER OFFICE CENTER	\$20.50	\$20.50	JUV. PROB-SIGNATURE STAMP
47681-AP	04/17/95	GOOD SHEPHERD COMML 1500	\$69.60	\$69.60	IND-LAVEDA C. MORRIS/HOSPITAL 3/9/95
47682-AP	04/17/95	GOOD SHEPHERD MEDICAL CENTER	\$1,281.98	\$734.27 \$547.71	IND-LAVEDA C. MORRIS/HOSPITAL 3/5&6/95 IND-LAVEDA C. MORRIS/HOSPITAL 3/9/95
47683-AP	04/17/95	HERBERT L. YOUNG	\$8,707.57	\$104.43 \$18.10 \$1,797.29 \$2,125.66 \$2,160.21 \$13.92 \$2,214.96 \$135.03 \$97.99 \$39.98	CO. S-(37)gals. REG(31)UNLEAD(36)PREM. GAS CO. BLDG-(20)gals. REG. GAS PCT#2-(945)gals. DIESEL(1340)gals. PREM. GAS PCT#3-(835)gals. DIESEL(1760)gals. PREM. GAS PCT#1-(730)gals. DIESEL(1865)gals. PREM. GAS CO. S-(13)gals. PREM. GAS CO. S-(435)gals. REG(1609)gals. PREM. GAS CONST#2-(122)gals. PREM. GAS CO. BLDG-(98)gals. REG. GAS PCT#2-(19)gals. REG&PREM. GAS
47684-AP	04/17/95	JAIL SERVICES, INC.	\$1,045.00	\$1,045.00	J. CTR-WORK PERFORMED MARCH 15&16'95(DOOR LOCKS)
47685-AP	04/17/95	JAMES B. ZIMMERMANN	\$81.20	\$81.20	D. CT-VISITING JUDGE; 4/03/95
47686-AP	04/17/95	JOHNNY'S CUSTOM HATTERS	\$300.00	\$300.00	CO. S-HATS CLEANED & BLOCKED
47687-AP	04/17/95	JR'S OF GILMER	\$25.00	\$25.00	D. A-PATRICIA SUSTAIRE/HOT CK. RESTITUTION
47688-AP	04/17/95	JULIE WHITFIELD	\$250.00	\$250.00	D. CT-CAUSE#11,455/ISAAC EARNEST COOK
47689-AP	04/17/95	KAY TAYLOR	\$30.00	\$30.00	SUP-VICTIM'S IMPACT PANEL
47690-AP	04/17/95	KERR-McGEE REFINING CORPORAT	\$23.62	\$23.62	CO. S-ACCT#1691 139& 1010/GASOLINE
47691-AP	04/17/95	KIM'S KWIK STOP	\$13.50	\$13.50	JUV. PROB-MARCH GAS FOR VAN/PEER

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

28 APR 1995

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC.

Disbursements Made from 04/17/95 thru 04/27/95

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Check #.	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
47692-AP	04/17/95	LAUREN PARISH	\$311.18	\$311.18	APRIL '95 JUVENILE PROBATION BOARD
47693-AP	04/17/95	LINDA PILCHER	\$913.75	\$913.75	CHILD WELFARE-TRANSCRIPT; CAUSE#309-94 ELIOFF CHILDREN
47694-AP	04/17/95	LONGVIEW ASPHALT INC.	\$79.86	\$79.86	PCT#2-CUST#221772/OIL SAND(3 63 TON @ \$22.00)
47695-AP	04/17/95	MASTER TRAVEL CONSULTANTS, IN	\$169.00	\$169.00	JUV. PROB-CUST#021088/RND TRP FROM TYLER TO AUSTIN(LEG. COMM RM) 3/28/95, EMC-95
47696-AP	04/17/95	MED SHOP	\$129.51	\$60.80 \$68.71	D. A-WANDA HOLCOMB/HOT CK RESTITUTION D A-WANDA HOLCOMB/HOT CK RESTITUTION
47697-AP	04/17/95	MED SHOP PHARMACY	\$122.70	\$122.70	CO. INDIG-CUST#INDIUP/3/06/95 TO 4/06/95 BILLING
47698-AP	04/17/95	MICHAEL MARTIN, ATTY	\$750.00	\$250.00 \$250.00 \$250.00	D. CT-CAUSE#11,312/RICKEY MILLS D. CT-CAUSE#11,338/JACKIE RANDALL FULLER D. CT-CAUSE#11,153/MELTON DUFFEY
47699-AP	04/17/95	MYRA HARRIS	\$480.94	\$480.94	CO TREAS-REIMBURSE/HUMAN RESOURCE CONF@AUSTIN
47700-AP	04/17/95	N. & E. TX. CO. JUDGES & COMM. ASSOC.	\$270.00	\$90.00 \$90.00 \$90.00	COMM. CT-REGISTRATION/GADDIS LINDSEY, COMM#1 COMM CT-REGISTRATION/TOMMY STANLEY, COMM#2 COMM CT-REGISTRATION/CHARLES STILL, CO JUDGE
47701-AP	04/17/95	NATIONS BANK, NA	\$32.57	\$32.57	SUP&CCP-ACCTS#5342-6528; 8981; 3358; 5155; 8644
47702-AP	04/17/95	PATRICIA HARRISON	\$750.00	\$90.00 \$90.00 \$390.00 \$180.00	CO. CT-COURT REPORTING/4/04/95 CO. CT-COURT REPORTING D CT-RE: NO 373-94/COURT ORDERED DEPOSITIONS CO. CT-COURT REPORTING APRIL 7&12 '95
47703-AP	04/17/95	GUIL CORPORATION	\$69.31	\$69.31	I. C. -STENO PADS, 3"X3" STICKY NOTES, 1 1/2"X2" STICKY NOTES, LIQUID PAPER, PRECISE V-5 ROLLER BALL PENS
47704-AP	04/17/95	RAMEY & FLOCK	\$1,741.64	\$50.00 \$1,691.64	NON. DEPT-CAUSE#2-92CV048, BELLIS*LAST BILLING*CLOSE FILE 2/21/95 NON. DEPT-CAUSE#6-92CV36/MARABLE 2/6-28/95
47705-AP	04/17/95	REEVES COUNTY AUDITOR	\$2,170.00	\$2,170.00	JUV. PROB-DETENTION, BCW, 31 DAYS/EMC-95
47706-AP	04/17/95	ROADWAY OIL CO., INC.	\$2,302.13	\$2,302.13	PCT#1-(141.67)bb1s. CRUDE OIL
47707-AP	04/17/95	RODERICK L. MITCHELL, M.D.	\$15.00	\$15.00	CO. JAIL-CALL IN PRESCRIPTION/MICHAEL HARPER
47708-AP	04/17/95	RUSSELL TACKETT	\$1,000.00	\$1,000.00	PCT#1-'83 CHEVY 1 TON SERVICE TRUCK&EQUIP(4'95)

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
47709-AP	04/17/95	SANDY LIVENGOOD	\$350.00	\$350.00	D. CT-CAUSE#309-94/ELLIOTT CHILDREN 4/4/95
47710-AP	04/17/95	SCOTT-MERRIMAN, INC.	\$84.18	\$84.18	CO CLK-(1000)MYLAR REINFORCEMENTS, FRGT.
47711-AP	04/17/95	SHEPARD'S/McGRAN-HILL	\$158.40	\$158.40	LAW LIB-ACCT#96_165_0002/TEXAS CASE NAMES CITATOR, CUMULATIVE SUPP.
47712-AP	04/17/95	SKILLPATH SEMINARS	\$69.00	\$69.00	COMPUTER-REGISTRATION; KARMEN STEELMAN(WINDOWS)
47713-AP	04/17/95	SOUTHWESTERN BELL TELEPHONE	\$3.30	\$3.30	D. CT-#2236218/APRIL 1 '95 BILLING
47714-AP	04/17/95	SOUTHWESTERN ELECTRIC POWER	\$1,530.95	\$107.87 \$1,423.08	CO. CTH-ACCT#1673/ST. LIGHTS APRIL 6 '95 BILLING CO. CTH-ACCT#9674/APRIL 6 '95 BILLING
47715-AP	04/17/95	SWIFT INDEPENDENT PACKING	\$800.16	\$390.00 \$49.29 \$253.62 \$211.25 \$104.00CR	CO. JAIL-CUST#17130/ASSORTED FOODS CO. JAIL-CUST#17130/ASSORTED FOODS CO. JAIL-CUST#17130/ASSORTED FOODS CO. JAIL-CUST#17130/ASSORTED FOODS CO. JAIL-BEEF STEW MEAT RETURNED
47716-AP	04/17/95	THE GILMER MIRROR	\$99.60	\$53.40 \$46.20	COMM. CT-NOTICE TO BIDDERS/PCT#4 FLATBED TRAILER COMM. CT-NOTICE TO BIDDERS/JANITORIAL SERVICES
47717-AP	04/17/95	THE UNIVERSITY OF TEXAS AT A	\$145.00	\$145.00	CO. AUD-REGISTRATION/DONA FLIPPO, AUDITOR
47718-AP	04/17/95	THOMAS B. MCCLAIN	\$250.00	\$250.00	D. CT-CAUSE#10,653/RAYNELL GIPSON
47719-AP	04/17/95	TOMMY STANLEY	\$202.30	\$202.30	COMM CT-REIMBURSE/MEALS&LODGING(AUSTIN MEETING)
47720-AP	04/17/95	UPSHUR COUNTY CLERK	\$17.00	\$17.00	NON. DEPT-REFILING OF LOCK DEED
47721-AP	04/17/95	VINGO FOODS	\$7.88	\$5.80 \$2.08	CO. JAIL-KOOL-AID CO. JAIL-ONIONS
47722-AP	04/17/95	VINYARD'S	\$105.59	\$105.59	D. A-WANDA HOLCOMB/HOT CK. RESTITUTION
47723-AP	04/17/95	W. D. NORTON, INC.	\$2,650.00	\$2,650.00	J. CTR-OVERHEAD DOORS&INSTALLATION
47724-AP	04/17/95	WEST PUBLISHING	\$118.50	\$118.50	D CLK-ACCT#472-425-378/VERNON ANNO TEX STAT V 1 TO 3LOC GOVT
47725-AP	HC 04/21/95	GILMER NATIONAL BANK	\$240,000.00	\$240,000.00	CD#11417 PURCHASED@6.00X(66days)TO MATURE 6/26/95
Total for AP - ACCOUNTS PAYABLE			\$279,575.47		

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

28 APR 1995

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC.

Disbursements Made from 04/17/95 thru 04/27/95

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
191-INS	HC 04/20/95	BEHRENS INCORPORATED	\$1,049 91	\$1,049 91	GROUP #160; 04/14/95 PAYMENT REGISTER
192-INS	HC 04/27/95	ACORDIA BENEFITS OF TEXAS, I	\$28,555 61	\$28,555 61	UPS01/CLAIMS 04/20/95 CUT OFF
193-INS	HC 04/27/95	BEHRENS INCORPORATED	\$1,030 40	\$1,030 40	GROUP #160; 04/21/95 PAYMENT REGISTER
Total for INS - INSURANCE			\$30,635 92		
Grand Total			\$310,211 39		

Charles L. Still
COUNTY JUDGE, CHARLES L. STILL

Gaddis Lindsey
COMMISSIONER PCT#1, GADDIS LINDSEY

Tommy Stanley
COMMISSIONER PCT#2, TOMMY STANLEY

David Loyd
COMMISSIONER PCT#3, DAVID LOYD

Charles K. Thompson
COMMISSIONER PCT#4, CHARLES K. THOMPSON

VOL 43 PAGE 879

FY '95 MONITORING SUMMARY

UPSHUR COUNTY

INTRODUCTION

FILED
REX A. SHAW
COUNTY CLERK
95 APR 17 PM 4:45
UPSHUR COUNTY, TX.
BY _____
DEPUTY

On Tuesday, January 24, 1995, an on-site monitoring visit was conducted at the Upshur County Juvenile Probation Department in Gilmer, Texas. Staff interviewed were Ronnie Mitchell, Chief Juvenile Probation Officer; Milton Wylie, ISP Juvenile Probation Officer; and Dona Flippo, Fiscal Officer.

The FY '95 Monitoring Checklist was reviewed with Chief Mitchell. Also, written policies and procedures, caseworker procedures, case file management, program operation, fiscal management, on-going coordination efforts with community groups, and detention services and its operation were discussed.

Documentation collected included the FY '95 Monitoring Checklist, Personnel File Checklist, Case File Checklist, Print Out of Accounting System, Staff Training Calender, Juvenile Board Agenda, Copy of Audit dated for the year ended August 31, 1994, and Employee Blanket Bond.

The monitor reviewed the following documentation: current departmental written policies and procedures manuals (probation, detention, personnel, and fiscal); random selection of personnel files; random selection of case files; Juvenile Board meeting minutes; auto liability insurance; Memorandum of Understanding for Runaways; contracts with Sabine Valley Center - Youth Shelter Program and Gilmer Medical Center; Agreement On Service Delivery For Runaways; Gulf Coast Trade Center; Longview Youth Shelter; Reeves County Detention Center; Gregg, Harrison, Bowie Counties' Detention Centers; and Electronic Service Agreement with Community Supervision Surveillance, Inc.

PROGRAM OPERATIONS REVIEW

COMMUNITY CORRECTIONS

During FY '94, the department's TYC commitment rate was 1.62%, compared to the state rate of 2.8%. The FY '95 TYC commitment performance goal is two. At the time of the visit, no juveniles had been committed to TYC. At the time of the visit six juveniles were receiving ISP services through the department. The monitor reviewed all six ISP case files. These files revealed active involvement by the department. SJS screening, SASS, Placement Services Utilized, Electronic Monitoring Utilized, Psychological evaluations were performed and Sabine Valley Counseling Center was utilized. Also, two informal adjustment cases were reviewed. Case files revealed that counseling appointments were arranged for juveniles and parents. Agreements between parent/child and department were properly signed and frequent contacts were being made with parents and the child.

FY 95 Monitoring Summary
Upshur County
Page 2

The department is anticipating meeting its performance target goals. Community Corrections monies are utilized to provide ISP services and the Peer Program.

PRIMARY PROGRAM REVIEW

The department continues to provide the following services:

1. Regular and ISP Probation Services
2. Counseling and Crisis Intervention Services
3. Financial and Community Service Restitution
4. Placement Services
5. Contracted Detention Services
6. Substance Abuse Services - Residential and Non-Residential
7. Referral Services to other Human Service Agencies
8. Community Service Coordination Group
9. Coordination with Local Parent's Anonymous Group
10. Truancy Services
11. Primary Prevention Program - "Choices"
12. Regional Outreach Programs
13. Summer Peer Program - work program for youth to earn money to pay victims
14. Year Round Peer Program - community service program monitored by dept. staff
15. Sex Offender Program - conducted by certified counselor once weekly
16. Drug Abuse Screening - Gilmer Medical Center

Interagency cooperation with law enforcement is still considered good. The department has provided written guidelines to the local law enforcement agencies regarding procedures needing to be followed when a peace officer comes into contact with an alleged juvenile offender. Chief Mitchell continues to provide training to law enforcement personnel on juvenile arrest procedures. Relations with DPRS, MHMR, and local school districts continue to remain satisfactory

The juvenile probation staff continue to be actively involved in the community by providing public presentations to local civic groups, churches, and schools.

DETENTION FACILITY OPERATION REVIEW

Upshur County does not operate a juvenile detention center but does contract for detention services with Gregg, Harrison, Bowie, Cooke/Fannin/Grayson, and Reeves Counties. The monitor reviewed the certifications and contracts of the above detention centers.

FISCAL REVIEW

The fiscal review checklist was reviewed and signed by Dona Flippo, Fiscal Officer. Ms. Flippo did not report any exceptions to the TJPC standards. The monitor had the opportunity to interview Ms. Flippo regarding actual fiscal operations. A review of fiscal records indicated that separate accountability of state, local, and other funds was maintained. At the time of the visit, the department was five months (43%) into FY '94. In making an assessment of the rate of expenditures in all TJPC provided state funds, it was determined that at the time and point that the monitoring visit took place Upshur County had expended at the following percentage rate in each corresponding grant:

<u>Grant</u>	<u>Percentage Rate of Expenditure</u>
State Aid	43%
Community Corrections	41%
Community Corrections Emergency Funds	26%
Creative and Innovative	48%

Dot Streety, TJPC Contract Administrator, reports that fiscal audits received from the department have reflected no exceptions to the agreed upon contract assurances stated in the applicable state aid agreements.

STANDARDS REVIEW

After completing the FY '95 Monitoring Checklist and having examined the documentation noted within this report, no exceptions to the Texas Juvenile Probation and Detention Standards were found as needing to be addressed.

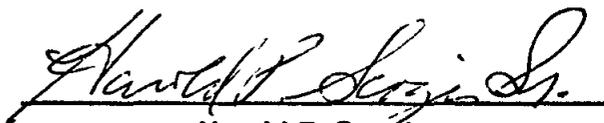
FY 95 Monitoring Summary
Upshur County
Page 4

CONCLUDING STATEMENTS

The Upshur County Juvenile Probation Department staff, the Juvenile Board, and the Commissioner's Court should be commended for its current standard compliance rate and success rate of performance goals. The staff is also commended for assisting the courts by utilizing and incorporating local resources in order to meet the needs of its clientele. The department's goal to provide adequate professional services in all aspects of program implementation is admirable. The role that the department continues to undertake in relaying to the community the obstacles encountered in providing services to children and then encouraging a team effort approach to resolve or remedy the situation is exemplary.

The foregoing reflects the observations and recommendations of the Texas Juvenile Probation Commission regarding the Juvenile Board and the Juvenile Probation Department's compliance with certain TJPC standards and the status of certain probation services, program areas, and fiscal operations.

The limited scope of the review did not permit comprehensive assessment of all practices and operations; therefore, no statement or opinion is expressed concerning those areas not covered.



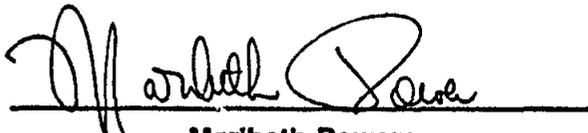
Harold P. Scogin
Resource Specialist

4/5/95
DATE



Linda P. Brooke
Supervising Management Auditor II

April 4, 1995
DATE



Maribeth Powers
Director of Program Services II

4-7-95
DATE

TRINITY UNIVERSAL
INSURANCE COMPANIES

TRINITY UNIVERSAL INSURANCE COMPANY, P. O. BOX 655028, DALLAS TEXAS 75265-5028

COMMERCIAL GENERAL LIABILITY POLICY DECLARATION

POLICY NUMBER GLA 6113773 01 05 ENDORSEMENT 04 RENEWAL OF GLA 6113773 00
POLICY AMENDED TO CHANGE LIABILITY LIMITS EFFECTIVE: NOV. 18, 1994
THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

NAMED INSURED AND MAILING ADDRESS AGENCY NAME AND ADDRESS

DMC CLEANING SERVICE
10488 CREEK BEND DR
TYLER TX
75707

HIBBS-HALLMARK & COMPANY
PO BOX 8357
TYLER TX
75711

BRANCH: DALLAS, TEXAS
CUSTOMER NUMBER:

AGENCY NUMBER: 0101455

LIMITS OF INSURANCE:

GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS - COMPLETED OPERATIONS)	\$1,000,000
EACH OCCURRENCE LIMIT	\$1,000,000
PERSONAL AND ADVERTISING INJURY LIMIT	\$1,000,000
MEDICAL EXPENSE LIMIT, ANY ONE PERSON	\$5,000
FIRE DAMAGE LIMIT, ANY ONE FIRE	\$50,000

AUDIT FREQUENCY: ANNUAL

ADDITIONAL AMOUNT:

\$130.00

FILED
 REX A. SHAW
 COUNTY CLERK
 95 APR 17 PM 4:45
 UPSHUR COUNTY, TX.
 BY _____
 DEPUTY

FORM NO. CGL MONO 1/86

ISSUED 12/01/94

NAMED INSURED COPY

Texas Workers' Compensation Insurance Fund

100 Congress Ave., Suite 300
Austin, Texas 78701

WC 00 00 01

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

INFORMATION PAGE

ITEM 1	DONNA COX DBA: DMC CLEANING SERVICE 10488 CREEK BEND DRIVE TYLER, TX 75707	POLICY NUMBER SBP-0001036913-941107
INSURED NAME AND ADDRESS		
PRODUCER	OTHER WORKPLACES NOT SHOWN ABOVE. see attached schedule of operation HIBBS-HALLMARK & COMPANY P O BOX 8357 TYLER, TX 75711	Federal Tax ID 219921242 Board File Number Branch 00000 Renewal of Entity SOLE PROPRIETOR Interim Adjustment ANNUAL Group
06098		

ITEM 2 The Policy Period is from: 11-07-1994 To: 11-07-1995 12:01A.M. standard time at the insured's mailing address

ITEM 3

A. Workers' Compensation Insurance: Part One of the policy applies to the Workers' Compensation Law of the states listed here. TEXAS

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3A. The limits of our Liability under Part Two are

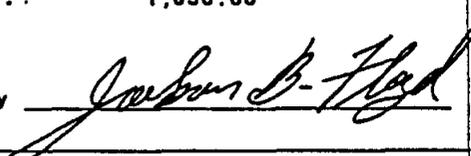
Bodily Injury by Accident	\$	100,000	Each Accident
Bodily Injury by Disease	\$	100,000	Each Employee
Bodily Injury by Disease	\$	500,000	Policy Limit

C. Other States insurance: Part three of the policy applies to the states, if any, listed here: NONE

D. This policy includes these endorsements and schedules:
 WC00 00 00 WC00 00 01 WC00 01 05 WC00 01 07 WC00 02 02
 WC00 03 08 WC42 03 01 WC42 04 05

ITEM 4 The premium for this policy will be determined by our manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

TOTAL ESTIMATED STANDARD PREMIUM	:	1,502.00
RATE TIER ADJUSTMENT (12.50)	:	188.00
DEDUCTIBLE PREMIUM	:	.00
EMPLOYERS' LIABILITY INCREASED LIMITS	:	.00
TOTAL PREMIUM SUBJECT TO Experience Modification	:	1,690.00
PREMIUM MODIFIED TO REFLECT Experience Mod of(.00)	:	.00
PREMIUM DISCOUNT, IF APPLICABLE ()	:	.00
EXPENSE CONSTANT CHARGE	:	140.00
LOSS CONSTANT CHARGE	:	.00
TOTAL ESTIMATED ANNUAL PREMIUM		1,830.00
MINIMUM PREMIUM	500.00	
DEPOSIT PREMIUM	1,830.00	
ISSUE DATE	1-05-1995	

Countersigned by 

The Texas Workers' Compensation Insurance Fund is required by law to provide its policyholders with certain accident prevention services as required by Section 7.05a of the Act at no additional cost. If you would like more information call (800) 729-8523 or (512) 322-3800. If you have any questions about this requirement, call the Division of Workers' Health and Safety, Texas Workers' Compensation Commission at (800) 452-9595.

**Texas Workers' Compensation
Insurance Fund**

**WORKERS' COMPENSATION AND
EMPLOYERS LIABILITY POLICY**

ENDT. # 1

In consideration of \$15.00 additional premium, it is hereby understood and agreed that the limits were increased to:

\$500,000 Each Accident
\$500,000 Each Employee
\$500,000 Policy Limit

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attached clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on December 14, 1994 at 12:01 A.M. standard time, forms a part of

Policy No. SBP 0001036913-941107 of the Texas Workers' Compensation Insurance Fund

Issued to Donna Cox DBA: DMC Cleaning Service

Premium \$ 15.00 A.P.



Authorized Representative

2/9/95 bgh

DMC Cleaning Service
10488 Creek Bend Drive
Tyler, TX 75707
(903) 566-5020
1800 DMC 50-40

REFERENCES

Stone Container
P.O. Box 1356
Tyle, TX 75710
877-3421
Robert O'Neal

CEI
Computer Experts Inc.
120 W. 5th St.
Tyler, TX 75701
Bridgett
595-0711

The Prudential Choice Properties
5935 Old Bullard Rd
Tyler, TX 75703
Tom Liedtke, President
561-1500

Taabs Office Complex
Utilities Specialists, Inc.
P.O. Box 4369
Tyler, TX 75712
535-8222 Alva Kesler, President

Lee Wilson Home Builders
Rieck Drive
Tyler, TX 75703
509-0018
Mr. Lee Wilson

Bryant - Chase Industries
205 Chase Dr., Suite 5
Tyler, TX 75702
534-1653
Lynn Bryant

Dr. Ray Morrison
1402 Loop 323 W SW
Tyler, TX 75703
509-1200
Dr. Morrison

Chase Drive Complex
Chase Drive
Tyler, TX 75702
561-2609
Joe Martel

Jim Walter Sales Office
500 N NE Loop 323
Tyler, TX 75708
597-8161
Mike Porter

Carrier
United Technologies Carrier
P.O. Box 2010
Tyler, TX 75710
510-7480
Jim McFarlane

DMC Cleaning Service
10488 Creek Bend Drive
Tyler, TX 75707
(903) 566-5020
(800) DMC-5040

April 2, 1995

Honorable Charles Still
Upshur County Judge
P.O. Box 730
Gilmer, Texas 75644

Re: Commercial Office Cleaning

DMC Cleaning Service will provide the following services in the Courthouse and the Justice Center:

Daily

1. Dust mop / sweep all floors;
2. Damp mop floors and wax as needed;
3. Vacuum carpet areas and spot clean as needed;
4. Sweep and mop stair wells and landings;
5. Clean all entry glass and doors;
6. Buff all hall ways;
7. Clean elevator walls, floors and door tract;
8. Clean and disinfect all drinking fountains and polish;
9. Empty and clean all ashtray stands inside and outside entrances;
10. Clean and disinfect all rest rooms, cleaning inside and out on all toilets, urinals, and wash basins. Clean mirrors, wipe and disinfect all fixtures, clean stalls and all other walls as needed;
11. Restock toilet tissue, towels, and soap from company stock;
12. Empty all trash cans, and replace liners from company stock as needed;
13. Clean lobby area, rest rooms and two visiting areas in the jail area; — +

Weekly

1. Clean all window sills;
2. Dust vents; — +
3. Dust all office furniture, as permitted by department heads;
4. Dust all other areas as needed;

Bimonthly

1. Clean window blinds;
2. Dust for cob webs in low places and in higher corners;
3. Clean fire stairs;

Monthly

1. Dust all doors and wall ledges;
2. Vacuum all stuff furniture, wipe clean all vinyl furniture, and dust clean all chair legs;
3. Oil and polish all wood in court rooms;
4. Buff office floors;

Yearly

1. Strip and wax all floors including offices;
2. Shampoo all carpet;

The following will be provided for the Rock Building:

Daily

1. Sweep, dust mop hall floor;
2. Clean and disinfect rest rooms as discribe on page 1;
3. Empty trash and replace liners as needed from company stock;

Biweekly

1. Damp mop hall floor;

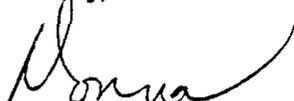
this service will be performed on a daily work week - Mon. thru Fri. for 3195.00 a month plus tax. We guarantee our work to your satisfaction at all times.

DMC Cleaning Service is an honest, responsible, and outfitted to give you, the public and your employees the atmosphere we all deserve. DMC Cleaning Service has a district manager in the Gilmer area and would be personally in charge of this contract to insure a job well done. We promise to provide you with good service from the day we start until our services are no longer needed. DMC Cleaning wants to be your janitorial service. Attached is a list of some references customers who will vouch for our good service.

A copy of our liability insurance coverage, along with a copy of the workers comp. is attached. Our insurance agency will be happy to forward you a copy of a binder showing you as a certificate holder if our bid is accepted.

We welcome this opportunity to provide the RIGHT service for your needs. Our service can begin immediately upon your request. Please call if you have any questions.

Sincerely,


Donna Cox
President

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AGREEMENT

THIS CONTRACT, dated as of _____, 1995, by and between Upshur County, Texas ("Owner") and ServALL Services, Inc. (hereinafter referred to as "Contractor"). It is understood and agreed that Contractor shall be defined to include Contractor and Contractor's agents, invitees, assignees, contractors and subcontractors utilized by Contractor in the performance of services under this service contract or otherwise provided.

WITNESSETH:

WHEREAS, Manager has been engaged by Upshur County, Texas (hereinafter referred to as "Owner") to manage that certain property known as Upshur Courthouse, Upshur Justice Center and Upshur Rock Building, Gilmer, TX hereinafter referred to as the "Project"; and

WHEREAS, Manager desires to utilize the services of Contractor to provide Janitorial Services (hereinafter referred to as "Services") for the benefit of the Project, and Contractor desires so to act;

NOW, THEREFORE, in consideration of the mutual promises herein contained the parties agree as follows:

1. TERM.

Manager hereby employs the services of Contractor as an independent contractor to perform and provide janitorial services commencing on the _____ day of _____, 1995, and shall continue thereafter until termination by either of the parties hereto. The party desiring to terminate this Contract shall do so by such party giving the other party thirty (30) days prior written notice of its election to terminate.

March 28, 1995

A Proposal for Upshur County

2. SERVICES TO BE PERFORMED

For the consideration hereinafter set forth in Paragraph 3 hereof, contractor agrees to perform the Services for the Project on a daily, weekly, monthly and annual basis in accordance with the schedule and in the manner specified in the specifications which are attached hereto as "Exhibit A" made a part hereof by reference.

3. CONSIDERATION

Each month during the term of this Contract, Manager shall pay:

	<u>Courthouse</u>	<u>Justice Center</u>	<u>Rock Bldg.</u>
Monthly	\$1,545.42	\$1,262.94	\$200.00
Yearly	\$18,545.04	\$15,155.28	\$2,400.00

4. RELATIONSHIP OF THE PARTIES

Contractor does hereby state, represent and warrant that it is an independent contractor. In no event and/or under no circumstances shall the Contractor in the performance of its Services hereunder be deemed or considered to be acting as a servant, agent, or employee of Manager. Contractor agrees that it is solely responsible for all payments due or to become due to all its employees, or material suppliers, including the withholding of appropriate taxes and the compliance with any and all worker's compensation laws or similar employer obligations for requirements with respect to its employees, and Contractor hereby agrees to indemnify and save harmless Owner and Manager, and any affiliate, subsidiary, employee or parent corporation of either against any and all liability therefore.

5. PERSONNEL

Contractor shall supply an adequate number of employees who have been trained and are competent to perform the Services hereunder. The personnel provided shall be supervised and directed by a foreman who shall be trained and duly qualified to act in such capacity.

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All personnel shall be properly uniformed or suitably attired. Contractor agrees to maintain good order and shall be responsible for the good behavior of its employees while at the Project. In the event that Manager in the exercise of its reasonable discretion shall deem an employee unacceptable or unsatisfactory, Contractor shall remove such employee from the work force and shall supply a qualified replacement therefor.

6. SUPPLIES AND EQUIPMENT

Any and all supplies, equipment, uniforms and/or materials whatsoever, which may be necessary to perform the Services hereunder shall be furnished by Contractor at no additional cost or charge to Manager. All such material and supplies shall be of first quality only, and no additional charge shall be made by contractor for this requirement.

7. COMPLIANCE WITH LAWS AND REGULATIONS

Contractor agrees to comply with all applicable federal, state and local laws, ordinances and/or rules and regulations in connection with the performance of its services and obligations under this Contract. Contractor further agrees to comply with any and all Project rules and regulations which may be issued or promulgated by Manager.

8. INSURANCE

Contractor shall at all times carry on and maintain at the Contractor's sole expense, on all operations hereunder, workmen's compensation (in statutory amounts) and employer's liability (in at least the amounts of Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand Dollars (\$500,000) disease policy limit and Five Hundred Thousand Dollars (\$500,000) disease each employee) insurance covering the employees of Contractor in accordance with the laws of the State and commercial general liability (including contractual liability, bodily injury liability, product/completed operation, and independent contractor's coverage) insurance of not less than (i) Five Hundred Thousand Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) per accident,

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and property damage limits of not less than Five Hundred Thousand Dollars (\$500,000) or (ii) a combined single limits of One Million Dollars (\$1,000,000) , OR (iii) One Million Dollars (\$1,000,000) general aggregate, and automobile liability insurance of not less than (i) Five Hundred Thousand dollars (\$500,000) per person bodily injury and One Million Dollars (\$1,000,000) per occurrence bodily injury and Five Hundred Thousand Dollars (\$500,000) property damage, OR (i) One Million Dollars (\$1,000,000) combined single limit. Such insurance, and all other liability insurance carried by Contractor, shall be endorsed to name and Owner and Manager, including affiliates and subsidiaries as additional insureds but only for claims, to the extent same are caused by negligence, misconduct or other fault of Contractor, its agent or employees, shall provide primary coverage for the Owner and Manager, and shall provide a cross liability as to Owner and Manager. Such insurance shall be with insurance companies satisfactory to Owner and Manager.

Before Contractor perform work at or on the Project or delivers materials to site of construction, Contractor shall furnish certificates of insurance to Owner and Manager, evidencing the foregoing insurance coverage. Said certificates shall provide endorsement that insurance will not be canceled or reduced without thirty (30) days prior written notice to Owner and Manager.

Contractor shall maintain all of the foregoing insurance coverage in full force and effect until the Services under this Contact are fully completed. The requirements for carrying the foregoing insurance shall not derogate from any rights, at law or in equity, of Owner and Manager against Contractor, including without limitation any rights of indemnity and contribution.

9. ASSIGNMENT

This Contract may not be assigned and performance of Contractor's Services may not be delegated or subcontracted, by Contractor without the prior written consent of Manager. Manager may, at any time, assign this Contract to Owner or Owner's designee without the consent of Contractor.

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ServALL Services

10. NOTICES

All notices or other writing provided to be given in this Contract shall be deemed to have been fully given, made or sent when deposited in the United States mail, certified or registered and postage prepaid and addressed as follows:

Contractor: ServALL Services, Inc.
3800 Paluxy #100
Tyler, TX 75703

Manager: Upshur County
P.O. Box 730
Gilmer, TX 75644

The address to which any notice or other writing may be given, made or sent to either party, may be changed by written notice by such party as above provided.

11. NO JOINT VENTURE

This contractor shall not be construed in any way to create a partnership or joint venture between the parties. The sole relationship of Contractor to Manager is of an independent contractor.

12. BINDING EFFECT.

It is the agreement of the parties hereto that the terms, conditions and provisions of this Contract shall be legally binding upon and insure to the benefit of and be enforceable by each of the parties hereto and their respective successors and assigns, but subject to the foregoing limitation on Contractor's assignment.

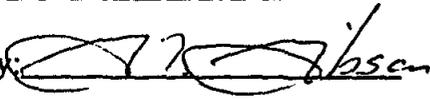
13. CONCERNING MANAGER.

Contractor agrees that Manager will have no personal or corporate liability in connection with this Contractor in excess of funds made available to Manager by Owner for performance of Manager's contractual obligations under this Contract and that Manager will automatically be relieved of all contractual liability in connection with this Contract upon termination of Manager's agreement with or authorization from Owner for management of the Project.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the date first above written.

CONTRACTOR:

ServALL Services, Inc.

By: 

Name: Harold Hoge

Title: V.P. & Regional Manager

MANAGER:

Upshur County, Texas

By: _____

Name: Honorable Charles Still

Title: Upshur County Judge

March 28, 1995

A Proposal for Upshur County

UPSHUR COUNTY, TEXAS

BID SPECIFICATIONS

FOR

JANITORIAL SERVICES

BUILDINGS TO BE CLEANED: UPSHUR COUNTY COURTHOUSE
UPSHUR COUNTY ROCK BUILDING
UPSHUR COUNTY JUSTICE CENTER

WORK WEEK: SERVICES SHOULD BE PROVIDED FIVE DAYS EACH WEEK, WITH THESE DAYS BEING MONDAY THROUGH FRIDAY.

INSURANCE: CONTRACTOR SHALL PROVIDE PROOF OF LIABILITY INSURANCE, WORKMAN'S COMPENSATION INSURANCE AND EACH EMPLOYEE MUST BE BONDED. COPIES SHOULD BE SUBMITTED WITH BID.

THE ONLY REQUIREMENTS FOR THE ROCK BUILDING ARE THAT THE HALLS BE DUST MOPPED DAILY, WET MOPPED TWICE WEEKLY OR AS NEEDED, TRASH EMPTIED DAILY, CLEAN, WASH WALLS AND DISINFECT RESTROOMS DAILY.

THE FOLLOWING REQUIREMENTS ARE FOR THE COURTHOUSE AND THE JUSTICE CENTER:

DAILY: Dust mop and wet mop all floors, rewax as needed. Vacuum and spot clean all carpet areas. Clean, wash wall, and disinfect all restrooms. Clean and mop stairwell landings. Clean all entry glass and doorways. Buff all halls. Clean elevator walls, floors and door tracts. Clean and disinfect all drinking fountains. Empty and clean all ashtrays, both inside and outside of building. Restock all paper and soap dispensers. Empty all trash cans, replace liners as needed.

WEEKLY: Clean all window sills. Dust all office furniture, as permitted by department heads. Dust all areas or more often if needed.

BI-MONTHLY: Clean window blinds and cobwebs. Clean fire stairs.

MONTHLY: Dust all door and wall ledges. Vacuum all stuffed furniture. Oil and polish all wood in court rooms. Buff office floors.

YEARLY: Strip and wax all floors, including offices. Shampoo all carpet.

5

There will not be any standing water or trash left in the buildings overnight.

THE COUNTY WILL FURNISH ALL PAPER PRODUCTS FOR RESTROOMS,
TRASH CAN LINERS AND HAND SOAP.

RATE: SHOULD BE PROPOSED ON A YEARLY BASIS, THE COUNTY
WILL PAY THESE FEES ON A MONTHLY BASIS.

	Courthouse	Justice Center	Rock Bldg.
Monthly	\$1,545.42	\$1,262.94	\$200.00
Yearly	\$18,545.04	\$15,155.28	\$2,400.00

ACORD 025-S CERTIFICATE OF INSURANCE

Issue Date
03 - 22 - 95

Producer
Kelley Insurance Agency
P.O. Box 1106
Big Sandy TX 75755-1106

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

Agency Business
Company
Letter A CINTRARON INSURANCE COMPANY
Company
Letter B
Company
Letter C
Company
Letter D
Company
Letter E

Coverages
This is to certify that policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

Co	Type of Insurance	Policy Number	Effective Date	Expire Date	Limits
General Liability					General Aggregate \$ 1,000,000
A	Commercial General Liab.	GLA 5297231 01	03 - 18 - 95	03 - 18 - 96	Prod-Comp/Uns Aggr. \$ INCLUDED
	Claims made X Occur.				Pers/Advertising Inj \$ 1,000,000
	Owners & Contractors				Each Occurrence \$ 500,000
					Fire Damage(One fire) \$ 50,000
					Medical Expense \$ 5,000
					(Any one person)
Automobile Liability					CSL \$
	Any auto				Bodily Injury \$
	All owned autos				(Per Person) \$
	Scheduled autos				Bodily Injury \$
	Hired autos				(Per Accident) \$
	Non-owned autos				Property Damage \$
	Garage Liability				Each Occurrence \$
Excess Liability					Aggregate \$
	Umbrella Form				
	Other than Umbrella Form				
Workers Compensation					Statutory
	and				(Each Accident) \$
	Employers Liability				(Disease-Pol Limit) \$
					(Disease-Ea Employee) \$
Other					

Description of Operations/Locations/Vehicles/Restrictions/Special Items

Certificate Holder
UPSHUR COUNTY
P O BOX 730
GILNER TEXAS 75644

CANCELLATION
Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail (10) days written notice to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative
Bill L. Kelley

acord

NAME AND ADDRESS OF AGENCY
Stewart Insurance Agency
 P.O. Box 963
 Gilmer, Texas 75644

COMPANIES AFFORDING COVERAGES	
COMPANY LETTER A	Western Surety Company
COMPANY LETTER B	
COMPANY LETTER C	
COMPANY LETTER D	
COMPANY LETTER E	

NAME AND ADDRESS OF INSURED
Bulfinch Custodial Service
 Route 9 Box 675
 Gilmer, Texas 75644

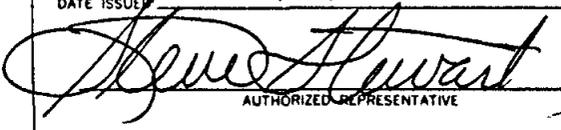
This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
	GENERAL LIABILITY <input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> PREMISES—OPERATIONS <input type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD <input type="checkbox"/> UNDERGROUND HAZARD <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input type="checkbox"/> CONTRACTUAL INSURANCE <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input type="checkbox"/> INDEPENDENT CONTRACTORS <input type="checkbox"/> PERSONAL INJURY			BODILY INJURY	\$	\$
				PROPERTY DAMAGE	\$	\$
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
				PERSONAL INJURY		\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> OWNED <input type="checkbox"/> HIRED <input type="checkbox"/> NON OWNED			BODILY INJURY (EACH PERSON)	\$	
				BODILY INJURY (EACH OCCURRENCE)	\$	
				PROPERTY DAMAGE	\$	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY			STATUTORY		
	OTHER Texas Business service Bond	Bond # 14260897 \$10000.00	3/39/96			

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES
Custodial Service

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company

NAME AND ADDRESS OF CERTIFICATE HOLDER
Upshur Co. Courthouse
Gilmer, Texas 75644

DATE ISSUED **3/31/95**

 AUTHORIZED REPRESENTATIVE

STEWART INSURANCE AGENCY
P.O. BOX 963 GILMER, TEXAS 75644

March 31, 1995

Regarding: Bulfinch Custodial Service
Worker Compensation Policy

Workers compensation has been applied for through the Small Business Injury of the Texas Workers Compensation Insurance Fund. The policy was applied for on the 22nd of March 1995.

If you have any questions please contact our office and we will be glad to answer any of your questions.

Sincerely,

Stewart Insurance Agency
P.O. Box 963
Gilmer, Texas 75644
PH# (903) 843-2717

tc

USPSHUR COUNTY, TEXAS

BID SPECIFICATIONS

FOR

JANTORIAL SERVICES

BUILDINGS TO BE CLEANED: UPSHUR COUNTY COURTHOUSE
UPSHUR COUNTY ROCK BUILDING
UPSHUR COUNTY JUSTICE CENTER

WORK WEEK: SERVICES SHOULD BE PROVIDED FIVE DAYS EACH WEEK WITH THESE DAYS BEING MONDAY THRU FRIDAY.

INSURANCE: CONTRACTOR SHALL PROVIDE PROOF OF LIABILITY INSURANCE, WORKMAN'S COMPENSATION INSURANCE AND EACH EMPLOYEE MUST BE BONDED. COPIES SHOULD BE SUBMITTED WITH BID.

THE ONLY REQUIREMENTS FOR THE ROCK BUILDING ARE THAT THE HALLS BE DUST MOPPED DAILY, WET MOPPED TWICE WEEKLY OR AS NEEDED, TRASH EMPTIED DAILY, CLEAN, WASH WALLS AND DISINFECT RESTROOMS DAILY.

THE FOLLOWING REQUIREMENTS ARE FOR THE COURTHOUSE AND THE JUSTICE CENTER:

DAILY: Dust mop and wet mop all floors, re wax as needed.
Vacuum and spot clean all carpet areas.
Clean, wash wall, and disinfect all rest rooms.
Clean and mop stair wells landings.
Clean all entry glass and door ways.
Buff all halls.
Clean elevator walls, floors and door tract.
Clean and disinfect all drinking fountains.
Empty and clean all ashtrays, both inside & outside of building.
Restock all paper and soap dispensers.
Empty all trash cans, replace liners as needed

WEEKLY: Clean all window sills.
Dust all office furniture, as permitted by department heads.
Dust all areas or more often if needed.

BI-MONTHLY: Clean window blinds and cob webs.
Clean fire stairs.

MONTHLY: Dust all door and wall ledges.
Vacuum all stuff furniture.
Oil and polish all wood in court rooms.

FILED
REX A SHAW
COUNTY CLERK
95 APR 11 PM 4:45
UPSHUR COUNTY, TX
BY
LEPINTY

Buff office floors.

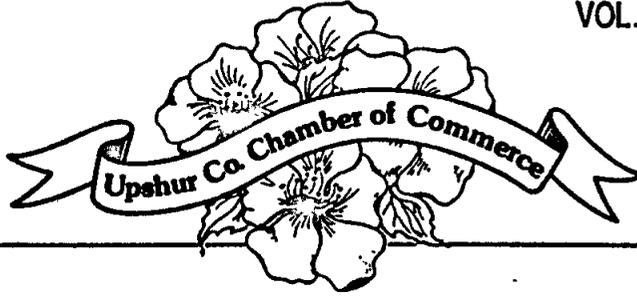
**YEARLY: Strip and wax all floors including offices.
Shampoo all carpet.**

There will not be any standing water or trash left in the buildings overnight.

THE COUNTY WILL FURNISH ALL PAPER PRODUCTS FOR RESTROOMS, TRASH CAN LINERS AND HAND SOAP.

RATE: SHOULD BE PROPOSED ON A YEARLY BASIS, THE COUNTY WILL PAY THESE FEES ON A MONTHLY BASIS.

	Courthouse	Justice Center	Rock Bldg.
Monthly	\$ 2,225.00	\$ 1,517.00	\$ 100.00
Yearly	\$ 26,700.00	\$ 18,204.00	\$ 1,200.00



April 11, 1995

Judge Charles Still
PO Box 790
Gilmer Tx 75644

Dear Judge Still,

Our 9th Annual Cherokee Rose Festival dates this year are May 20 & 21, 1995.

We are asking once again for your permission to use the courthouse lawn for our Arts & Crafts spaces and inside the courthouse for our Ice Cream Crank-Off.

Unfortunately last year there was a mishap concerning salty water poured into the flower beds. We will make it very clear on our Ice Cream Applications that no water will be dumped on the lawn or flower beds at anytime. I am sorry we had a problem last year but during the years we have had the festival this problem never came up.

I hope you will consider my request.

Sincerely,

Joan Small, Office Manager
Upshur County Chamber of Commerce

FILED
REX A. SHAW
COUNTY CLERK
95 APR 17 PM 4:45
UPSHUR COUNTY, TX.
BY _____
REGISTRY

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 4-15-95 Dept. 560/C. Sheriff
 Employee Kenneth Mayfield
 Social Security No. _____ Emp. ID# 245

43 PG 004
VOL

X	CHANGE(S)	FROM	TO
	Grade, Step		
	Rate		
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

<input type="checkbox"/>	Hired	<input type="checkbox"/>	Re-Hired
<input type="checkbox"/>	Probationary Period Ended	<input type="checkbox"/>	Merit Increase
<input type="checkbox"/>	Promotion	<input type="checkbox"/>	Transfer
<input type="checkbox"/>	Longevity Increase	<input type="checkbox"/>	Demotion
<input type="checkbox"/>	Re-evaluation of Job	<input checked="" type="checkbox"/>	Retirement
<input type="checkbox"/>	Layoff	<input type="checkbox"/>	Discharged
<input type="checkbox"/>	Leave-of-Absence	<input type="checkbox"/>	Other

95 APR 17 PM 4:15
 FILED
 COUNTY CLERK
 COURTHOUSE
 MORGANTHAU, WV

Comments: Employee retired with Pension

Authorized by Kayla Harris
 Approved by: _____ Date 4-17-95

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 3-31-95 Dept. 565/G. Jail
 Employee Barbara Robinson
 Social Security No. _____ Emp. ID# 199

VOL. 173 PG. 005

X	CHANGE(S)	FROM	TO
	Grade. Step		
	Rate		
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

<input type="checkbox"/> Hired	<input type="checkbox"/> Re-Hired
<input type="checkbox"/> Probationary Period Ended	<input type="checkbox"/> Merit Increase
<input type="checkbox"/> Promotion	<input type="checkbox"/> Transfer
<input type="checkbox"/> Longevity Increase	<input type="checkbox"/> Demotion
<input type="checkbox"/> Re-evaluation of Job	<input checked="" type="checkbox"/> Retirement
<input type="checkbox"/> Layoff	<input type="checkbox"/> Discharged
<input type="checkbox"/> Leave-of-Absence	<input type="checkbox"/> Other

APR 17 1995
 COUNTY
 REVENUE
 FILED

Comments: Employee retired with pension.

Authorized by Kyza Harris

Approved by:

Date: 4-17-95

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 3/24/95 Dept. 560/Co Sheriff
 Employee Jacqueline Bull
 Social Security No. _____ Emp. ID# 631

X	CHANGE(S)	FROM	TO
	Grade, Step		
	Rate		
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

<input type="checkbox"/>	Hired	<input type="checkbox"/>	Re-Hired
<input type="checkbox"/>	Probationary Period Ended	<input type="checkbox"/>	Merit Increase
<input type="checkbox"/>	Promotion	<input type="checkbox"/>	Transfer
<input type="checkbox"/>	Longevity Increase	<input type="checkbox"/>	Demotion
<input type="checkbox"/>	Re-evaluation of Job	<input type="checkbox"/>	Retirement
<input type="checkbox"/>	Layoff	<input type="checkbox"/>	Discharged
<input type="checkbox"/>	Leave-of-Absence	<input checked="" type="checkbox"/>	Other

Comments: Employee resigned to go into business with husband.

Authorized by Debra Harris Date 4-17-95
 Approved by _____

REC'D
 COMM
 93 APR 17 9 15 AM '95

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 4-16-95 Dept. Sheriff
 Employee RANNIE NORMAN
 Social Security No 450-04-8565 Emp ID# _____

VOL 13 PG 001

X	CHANGE(S)	FROM	TO
Y	Grade Step	17-10	17-11
	Rate		
	Department		
	Position	Dep. I	Dep. II
			1880 SE

REASON(S) FOR THE CHANGE(S)

	Hired		Re-Hired
	Introductory Probationary Period Ended		Mert Increase
X	Promotion	Y	Transfer
	Longevity Increase		Demotion
	Re-evaluation of Job		Retirement
	Layoff		Discharged
	Leave-of-Absence		Other

Comments: Transferred within W. Young Position

95 APR 17 11:45
 UPSHUR COUNTY
 RECEIVED
 LEADERSHIP

Authorized by: R. D. Crow

Approved by: _____ Date: 4-13-95

VOL 43 PG 908

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 4-16-95 Dept. Sheriff
 Employee Wayne Young
 Social Security No. 47-62-8077 Emp. ID# _____

X	CHANGE(S)	FROM	TO
<input checked="" type="checkbox"/>	Grade. Step	17-11	19-9
	Rate		
	Department		
	Position	Dep. II	INVESTIGATOR
			196583

REASON(S) FOR THE CHANGE(S)

<input type="checkbox"/>	Hired	<input type="checkbox"/>	Re-Hired
<input type="checkbox"/>	Introductory Probationary Period Ended	<input type="checkbox"/>	Ment Increase
<input checked="" type="checkbox"/>	Promotion	<input type="checkbox"/>	Transfer
<input type="checkbox"/>	Longevity Increase	<input type="checkbox"/>	Demotion
<input type="checkbox"/>	Re-evaluation of Job	<input type="checkbox"/>	Retirement
<input type="checkbox"/>	Layoff	<input type="checkbox"/>	Discharged
<input type="checkbox"/>	Leave-of-Absence	<input type="checkbox"/>	Other

Comments:

Transferred within K. Mayfield position

FILED
 APR 17 1995
 COUNTY CLERK
 UPSTON, GA

Authorized by:

R. D. Crow

Approved by:

Date: *4-13-95*

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 5-1-95 Dept Sheriff
 Employee Larry Sewell
 Social Security No 467-94-8035 Emp ID# _____

NOTES
PG 0001

X	CHANGE(S)	FROM	TO
	Grade Step	17-8	17-9
	Rate		
	Department		
	Position		
			179933

REASON(S) FOR THE CHANGE(S)

<input type="checkbox"/>	Hired		Re-Hired
<input checked="" type="checkbox"/>	Introductory probationary Period Ended		Merrt Increase
<input type="checkbox"/>	Promotion		Transfer
<input type="checkbox"/>	Longevity Increase		Demotion
<input type="checkbox"/>	Re-evaluation of Job		Retirement
<input type="checkbox"/>	Layoff		Discharged
<input type="checkbox"/>	Leave-of-Absence		Other

Comments:

Prob. period ended

95 APR 17 11:45 AM
 COUNTY CLERK
 FILED
 RECORDED
 INDEXED

Authorized by:

B.D. Crow

Approved by:

Date: 4-13-95

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 4-16-95 Dept. Sheriff
 Employee JAMES De Cuia
 Social Security No. 465-70-0546 Emp. ID# _____

CHANGE(S)	FROM	TO
Grade, Step		
Rate		
Department	<u>14-8</u>	<u>17-9</u>
Position	<u>TAILER</u>	<u>Dep. I</u>
		<u>179933</u>

REASON(S) FOR THE CHANGE(S)

<input type="checkbox"/>	Hired	<input type="checkbox"/>	Re-Hired
<input type="checkbox"/>	Probationary Period Ended	<input type="checkbox"/>	Merit Increase
<input checked="" type="checkbox"/>	Promotion	<input checked="" type="checkbox"/>	Transfer <u>Within</u>
<input type="checkbox"/>	Longevity Increase	<input type="checkbox"/>	Demotion
<input type="checkbox"/>	Re-evaluation of Job	<input type="checkbox"/>	Retirement
<input type="checkbox"/>	Layoff	<input type="checkbox"/>	Discharged
<input type="checkbox"/>	Leave-of-Absence	<input type="checkbox"/>	Other

Comments:
Probation Period Waived.
Monthly pay plus longevity.
Transferred with R. NORMAN POSITION

Authorized by R.D. Crow
 Approved by: _____ Date: 4-13-95

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 4-15-95 Dept JAIL
 Employee Brenda HNATISHION
 Social Security No. 455-11-4711 Emp ID# 733

VOL 45
PG 101

X	CHANGE(S)	FROM	TO
	Grade Step		14, 7
	Rate		\$1511.33
	Department		
	Position		JAILER/DISPATCHER

REASON(S) FOR THE CHANGE(S)

<input checked="" type="checkbox"/>	Hired		Re-Hired
<input checked="" type="checkbox"/>	Introductory Probationary Period Ended		Merr Increase
	Promotion		Transfer
	Longevity Increase		Demotion
	Re-evaluation of Job		Retirement
	Layoff		Discharged
	Leave-of-Absence		Other

Comments:

Entered Period to mrr
J. De CURR Position

Authorized by: R.D. Crow

Approved by:

Date: 4-13-95

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned Bryan Ramage, 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) _____

From Hwy 271 on North Point Pleasant to Willow Oak. About 2 miles on Willow Oak.

2.

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

3.

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

4.

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

5.

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

6.

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

Bryan Ramage
First Party Signature

Chak F. Hill
County Judge

Rt. 2 Box 260F

Commissioner 1

Street or Box

James L. Starling
Commissioner 2

Atlanta, Tx. 75551

David Rozel
Commissioner 3

City, State and Zip Code

903-796-6038
Telephone

Chak F. Hill
Commissioner 4

Mark Wallace
Timber Tract

4-13-95

Date Signed

Date Signed

Permit is issued for a period not to exceed 90 days.

FILED
REX A. SH...
COUNTY...
95 APR 17 PM 4:06
UPSHUR COUNTY, TX.
BY

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 2
DATE 4-12-95

Formal notice is hereby given that Carl Stader
whose principal address is Box 1000, Ore City, Tx.
does propose to place a culvert
within the ROW of County Road Diana Estates Lots 62 & 63
as follows: 968-6421

will be at Holmes Concrete

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 *Carl Stader*
TITLE _____
ADDRESS _____

FILED
REX A. SHAW
COUNTY CLERK
95 APR 17 PM 4:16
UPSUR COUNTY, TX.
BY _____ DEPUTY

APPLICATION FOR FILLING ABANDONED WELL

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

Ph. 734-5343

RE: ABANDONED WELL OWNED BY Alton Youngblood
well is beginning to crater, due
to heavy rain fall
Corner of Paw Paw & Locust ROAD.

GENTLEMEN:

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

RESPECTFULLY YOURS,

Alton Youngblood

PRECINCT 3
DATE 4-12-95

APPROVED _____ REJECTED _____

Charles L. Still
CHARLES L. STILL, COUNTY JUDGE

GADDIS LINDSEY, COMMISSIONER 1

Tommy Stanley
TOMMY STANLEY, COMMISSIONER 2

David Loyd
DAVID LOYD, COMMISSIONER 3

Charles K. Thompson
CHARLES K. THOMPSON, COMMISSIONER 4

FILED
REX A. SHAW
COUNTY CLERK
95 APR 17 PM 4:46
UPSHER COUNTY, TX.
BY _____ DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned Jimmy Price Logging, 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) From Cardinal -- west on Bobwhite for about 1 mile.

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

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

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

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

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

Jimmy Price
First Party Signature

Charles E. Hill
County Judge

Rt. 2 Box 257
Street or Box

Commissioner 1

Linden, Tx. 75563
City, State and Zip Code

Tommy L. Clark
Commissioner 2

903-756-5214
Telephone

David D. Loyd
Commissioner 3

Simpson
Timber Tract

Commissioner 4

4-22-95
Date Signed

Date Signed

Permit issued for a period not to exceed 90 days.

Stamp: SIMPSON, TIMBER TRACT, 4-22-95, PERMIT, UP SHUR COUNTY, TEXAS, FILED

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT THREE
DATE APRIL 12, 1995

Formal notice is hereby given that FRED PATTON
whose principal address is RT 2 Box 443B Big SANDY
does propose to place a Culvert
within the ROW of County Road ALMOND ROAD
as follows:

Culvert @ Site

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 12th day of APRIL, 1995.

FILED
REX A. SHAW
COUNTY CLERK

95 APR 17 PM 4:46

UPSHER COUNTY, TX.

BY _____
OFFICE

NAME Fredrick C Patton
TITLE _____
ADDRESS _____

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned Ted Davis Timber, 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) _____

FM 1404 on Almond to Scrub Pine

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.

Ted Davis
First Party Signature

Rt. 9 Box 615
Street or Box

Texarkana, Tx. 75501
City, State and Zip Code

903-796-0217
Telephone

Bungardner
Timber Tract

4-19-95
Date Signed

Charles S. Hill
County Judge

Commissioner 1

Sony S. Stahl
Commissioner 2

David R. Kozl
Commissioner 3

Cliff Thompson
Commissioner 4

Date Signed

FILLED VIA
REX A. COURT
95 APR 17
UPSHUR COUNTY
BY

Permit issued for a period not to exceed 90 days.

VOL 43 PG 99

Check Number	Juror's Name	Check Name	Juror ID	Check Date	Amount	Ct Status	Court
47736-AP	VISER, BILLY RAY	BILLY RAY VISER	10399	04/24/1995	\$10.00		115th Judicial District Court
47737-AP	SKINNER, LOY RAY	LOY RAY SKINNER	1747	04/24/1995	\$10.00		115th Judicial District Court
47738-AP	CALVERT, FRANK M	FRANK M CALVERT	3129	04/24/1995	\$10.00		115th Judicial District Court
47739-AP	HARGEST, CHARLES	CHARLES HARGEST	6788	04/24/1995	\$10.00		115th Judicial District Court
47740-AP	BLACK, JOHN WAYNE	JOHN WAYNE BLACK	143357	04/24/1995	\$10.00		115th Judicial District Court
47741-AP	BROWN, JOHNNY G	JOHNNY G BROWN	145385	04/24/1995	\$10.00		115th Judicial District Court
47742-AP	GIPSON, MARY	MARY GIPSON	11195	04/24/1995	\$10.00		115th Judicial District Court
47743-AP	ALLEN, RUBY	RUBY ALLEN	2006	04/24/1995	\$10.00		115th Judicial District Court
47744-AP	SHIPP, GLENN DOUGLAS	GLENN DOUGLAS SHIPP	153036	04/24/1995	\$10.00		115th Judicial District Court
47745-AP	DAVIDSON, MARY	MARY DAVIDSON	3313	04/24/1995	\$10.00		115th Judicial District Court
47746-AP	SKINNER, SHEILA GAY	SHEILA GAY SKINNER	156829	04/24/1995	\$10.00		115th Judicial District Court
47747-AP	FENTON, RICHARD	RICHARD FENTON	7763	04/24/1995	\$10.00		115th Judicial District Court

Total of Check Amounts

\$120.00

FILED
95 APR 24 11:10
DEPUTY

UPSHUR COUNTY
THE SOFTWARE GROUP, INC

JURY SELECTION SYSTEM
03-28-95-CC@COPY#1
Check Register for 04/24/95

24 APR 1995
PAGE 1

Check Number	Juror's Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
47726-AP				04/24/1995	\$0.00	Voided	Upshur County Court
47729-AP	SWISHER, NEIL DOUGLAS	NEIL DOUGLAS SWISHER	147849	04/24/1995	\$20.00		Upshur County Court
47730-AP	MONTGOMERY, MYRNA	MYRNA MONTGOMERY	7130	04/24/1995	\$20.00		Upshur County Court
47731-AP	OZMENT, GINA LYNN	GINA LYNN OZMENT	160175	04/24/1995	\$20.00		Upshur County Court
47732-AP	HILES, ELEANOR HOBBS	ELEANOR HOBBS HILES	163421	04/24/1995	\$20.00		Upshur County Court
47733-AP	ADCOCK, MICHEAL ALAN	MICHEAL ALAN ADCOCK	172200	04/24/1995	\$20.00		Upshur County Court
47734-AP	CARROLL, KENNETH STEPHENS	KENNETH STEPHENS CARROLL	11088	04/24/1995	\$20.00		Upshur County Court
47735-AP	BROWN, CHRISTOPHER CHARLES	CHRISTOPHER CHARLES BROWN	166620	04/24/1995	\$20.00		Upshur County Court
Total of Check Amounts					\$140.00		

FILED
REX A. SHAW
CLERK
95 APR 24 11:10
UPSHUR COUNTY, TX.
BY