



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

COMMISSIONERS COURT

SPECIAL SESSION

9-25-95

9:00 A.M.

1. Approve the minutes of the meeting held on 9-11-95.
2. Approve payment of the bills now due.
3. Approve payroll changes.
4. Approve the budget amendments.
5. Approve applications for use of Upshur County roads and right of way.
6. Discuss roads in Raintree Lakes with Bill Patterson.
7. Approve the appointment of Ms. Nelda Strube and the re-appointment of Ms. Iris Harte to the Public Responsibility Committee of Sabine Valley MHMR.
8. Approve the appointment of Ms. Sharon Putman to the Sabine Valley MHMR Board of Directors.
9. Hear J.B. Hill concerning senior citizens
10. Accept resignation of Dona Flippo from Upshur County Child Protective Board.
11. Discuss request by Chamber of Commerce to place a moonwalk on the County's vacant lot by the Roberts Building during the Yamboree.
12. Dewey McCreary to meet with the Court to discuss road use.
13. Authorization for County Judge to sign an interlocal agreement between Upshur and Smith County allowing Smith County Road and Bridge Department and County Engineer Kenneth Cline to remove bridge on White Oak Road.
14. Authorization for County Judge to send a letter to Texas Department of Transportation stating the opinion of the Court on Sabine River Bridge replacement location.
15. Items to be placed in Commissioner Court Minutes for recording purpose only.
16. Go into Executive Session to discuss personnel matters as per VTGC 551.074 and 551.075.

Charles L. Still
 Charles L. Still Upshur County Judge

FILED
 REX A. SHAW,
 COUNTY CLERK
 95 SEP 21 AM 11:08
 UPSHUR COUNTY, TX.
 BY _____
 DEPUTY

UPSHUR COUNTY COMMISSIONER'S COURT
9-25-1995

COMMISSIONER'S COURT MET IN SPECIAL SESSION. ALL MEMBERS PRESENT.

1. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO APPROVE MINUTES OF PREVIOUS MEETING DATED 9-11-1995. MOTION CARRIED.

2. MOTION BY TOMMY STANLEY SECONDED BY FENNY THOMPSON TO APPROVE PAYMENT OF BILLS NOW DUE. MOTION CARRIED. COPY OF BILLS ATTACHED.

3. MOTION BY DAVID LOYD SECONDED BY FENNY THOMPSON TO APPROVE PAYROLL CHANGES OF THE FOLLOWING PEOPLE: PAULA RUSSELL AND ANNA W. WILLIAMS DUE TO NEW HIRE (BEING FUNDED BY FEDERAL GRANT) AND FOR CONSTANCE FONNTZ AND FELISHA WILSON DUE TO NEW HIRES. MOTION CARRIED. COPIES OF ALL ATTACHED.

4. MOTION BY FENNY THOMPSON SECONDED BY DAVID LOYD TO APPROVE BUDGET AMENDMENTS AS PRESENTED BY COUNTY AUDITOR. MOTION CARRIED. COPY OF BUDGET AMENDMENTS ATTACHED.

5. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO APPROVE THE FOLLOWING SPECIAL ROAD USE AGREEMENT CONTRACTS, PERMIT APPLICATIONS, APPLICATIONS FOR FILLING ABANDONED WELLS AND/OR PUBLIC NECESSITY WORK RELEASE AND AUTHORIZATION FORMS:

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY WOODLANDS FOREST SERVICE TO HAUL LOGS ON LOCUST ROAD.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY LASCO TO HAUL LOGS ON HACKBERRY, ASPEN AND HOLLY.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY WLYERHAEUSER TO HAUL LOGS ON LEMON, ASPEN TRAIL AND HOLLY.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY VANDERWALL TIMBER TO HAUL LOGS ON UPSHUR COUNTY LANDING ROAD.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY 2 BEALL LOGGING TO HAUL LOGS ON FERN AND DAFFODIL.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY HUDDLESTON LOGGING TO HAUL LOGS ON BISON ROAD.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY AAMCO TO HAUL HEAVY EQUIPMENT AND GRAVEL ON PENGUIN ROAD.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY ROBERTSON

LOGGING TO HAUL LOGS ON MULEDEER ROAD.

APPLICATION FOR FILLING ABANDONED WELL SUBMITTED BY JAMES W. EITEL TO FILL ABANDONED WELL LOCATED ON LEMON TRAIL.

PERMIT APPLICATION SUBMITTED BY TED SMITH TO PLACE A CULVERT IN ROW OF LOBLOLLY ROAD.

MOTION CARRIED ON ALL THE ABOVE. COPIES OF ALL ATTACHED.

7 & 8. MOTION BY DAVID LOYD SECONDED BY TOMMY STANLEY TO APPROVE THE APPOINTMENT OF NELDA STRUBE AND THE RE-APPOINTMENT OF MS. IRIS HARIE TO THE PUBLIC RESPONSIBILITY COMMITTEE OF SABINE VALLEY MHMR. ALSO THE APPOINTMENT OF MS. SHARON PUTMAN TO THE SABINE VALLEY MHMR BOARD. MOTION CARRIED. COPY ATTACHED.

6. BILL PATTERSON MET WITH COURT TO DISCUSS CONDITIONS OF ROADS IN RAINTREE LAKE. MR. PATTERSON ASK COURT TO CONSIDER REPAIRING DUPLEX ROAD. HE STATED THAT THE RESIDENTS WOULD FURNISH THE OIL AND ASK THE COUNTY FOR ONLY USE OF MACHINERY. NO ACTION TAKEN.

9. J.B. HILL MET WITH COURT TO DISCUSS THE POSSIBILITY OF THE COUNTY ALLOWING SENIOR CITIZENS GROUP TO USE COPY MACHINE FOR A FEE THAT THE COURT COULD SET. NO ACTION TAKEN.

10. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO APPROVE RESIGNATION OF DONNA FLIPPO FROM UP SHUR COUNTY CHILD PROTECTIVE BOARD. MOTION CARRIED.

11. NO ACTION TAKEN ON AGENDA ITEM CONCERNING REQUEST BY CHAMBER OF COMMERCE TO PLACE A MOONWALK ON THE COUNTY'S VACANT LOT BY THE ROBERTS BUILDING DURING THE YAMKOREE.

12. NO ACTION TAKEN ON AGENDA ITEM CONCERNING DEWEY MCCREARY MEETING WITH COURT TO DISCUSS ROAD USE.

13. MOTION BY DAVID LOYD SECONDED BY GADDIS LINDSEY TO APPROVE AUTHORIZATION OF COUNTY JUDGE TO SIGN AN INTERLOCAL AGREEMENT BETWEEN UP SHUR COUNTY AND SMITH COUNTY ALLOWING SMITH COUNTY ROAD AND BRIDGE DEPARTMENT AND COUNTY ENGINEER FENNETH CLINE TO REMOVE BRIDGE ON WHITE OAK ROAD. MOTION CARRIED.

14. MOTION BY HENNY THOMPSON SECONDED BY DAVID LOYD TO APPROVE AUTHORIZATION FOR COUNTY JUDGE TO SEND A LETTER TO TEXAS DEPARTMENT OF TRANSPORTATION. MOTION CARRIED.

ATTENDANCE SHEET PLACED INTO MINUTES.

COMMISSIONER'S COURT WENT INTO EXECUTIVE SESSION AT 10:05.

COMMISSIONER'S COURT RECONVENED BACK INTO REGULAR SESSION AT 10:25. ALL MEMBERS PRESENT. RONNIE MITCHELL, JUVENILE PROBATION OFFICER, MET WITH COURT TO DISCUSS CHANGES IN THE LEGISLATIVE LAW. AFTER LENGTHY DISCUSSION BETWEEN COURT, RONNIE MITCHELL AND DISTRICT ATTORNEY TIM CONE, MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO DENY ANY PAY RAISES WHICH WOULD BE PAID FROM THE COUNTY'S FUND, FOR ANY JUVENILE PROBATION EMPLOYEE OR ANYONE SERVING ON THE JUVENILE BOARD. AFTER MORE LENGTHY DISCUSSION, WITH EVERYONE PRESENT AGREEING THAT THIS MATTER NEEDED MORE INVESTIGATION, COMMISSIONER TOMMY STANLEY RESCINDED HIS MOTION. A FUTURE MEETING WILL BE HELD WITH DISTRICT JUDGE LAUREN PARISH.

MOTION BY HENNY THOMPSON SECONDED BY TOMMY STANLEY TO ADJOURN. MOTION CARRIED.

Charles F. Still

JUDGE CHARLES STILL

Gaddis Lindsey

COMMISSIONER GADDIS LINDSEY

Tommy Stanley

COMMISSIONER TOMMY STANLEY

David Loyd

COMMISSIONER DAVID LOYD

Charles F. Thompson

COMMISSIONER CHARLES F. THOMPSON

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

29 SEP 1995

Approved Disbursements

ALL-Checking-Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 09/25/95 thru 09/28/95

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
50558-AP	09/25/95	A & E MILL AND WELDING SUPPL	\$45.60	\$35.50 \$10.10	PCT#4-WRENCH,ADM,OX150 PCT#4-CUST#173125/CYLINDER RENTAL(ACEM, OX150)
50559-AP	09/25/95	AAXION INC	\$17.13	\$17.13	PCT#2-CUST#6339-PREC#2/HYD FITTINGS
50560-AP	09/25/95	ACCU CHEM LABORATORIES	\$34.50	\$34.50	CCD PPOFILES, 08/31/95
50561-AP	09/25/95	ACE LOCK & SAFE SERVICE	\$12.06	\$12.06	CO. BLDGS-KEYS
50562-AP	09/25/95	ALFRED H FOWLER, D D S	\$179.00	\$64.00 \$115.00	CO JAIL-HELEN WALKER/TOOTH EXTRACTION CO JAIL-BRAIN BOSLEY/ORAL SURGERY 9/6/95
50563-AP	09/25/95	ARKLA GAS	\$386.29	\$236.58 \$36.47 \$17.55 \$23.65 \$23.65	J CTR-ACCT#07-213-36-2890-0-5/GAS(08/03/95 TO 09/01/95) CO BLDGS-ACCT#08-213-34-3210-0-6/GAS(08/04/95 TO 09/05/95 BILLING) CO LIB-ACCT#08-213-35-3680-0-6/GAS(08/03/95 TO 09/01/95 BILLING) CO LIB-ACCT#08-213-35-3670-0-8/GAS(08/03/95 TO 09/01/95 BILLING) CO. BLDGS-ACCT#08-213-34-0690-0-1/GAS(08/03/95 TO 09/01/95 BILLING)
				\$11.45 \$21.21	PCT#3-ACCT#0921334261002/SEPT 13'95 BILLING PORTEP BLDG-ACCT#0921336007007/SEPT 13'95 BILLING
				\$15.73	BANK ANNEX-ACCT#0921336003014/SEPT 13'95 BILLING
50564-AP	09/25/95	AT & T INFORMATION SYSTEMS	\$5.46	\$5.46	SUP-PHONE 08/28/95 BILLING
50565-AP	09/25/95	AUTOMOTIVE ADDITIONS EQUIPME	\$84.95	\$79.95 \$5.00	CO. S-UNIT #14/TINT CO. S-UNIT#6/FUSE LINKAGE
50566-AP	09/25/95	AM'S COUNTRY STORE	\$14.19	\$14.19	PCT#1-GASOLINE
50567-AP	09/25/95	BAKER & TAYLOR, INC	\$718.32	\$718.32	CO LIB-60 BOOKS
50568-AP	09/25/95	BARRY WALLACE, ATTY	\$550.00	\$250.00 \$300.00	CO. CT-CAUSE#22,459/STATE VS JERRY DON CAHILL D CT-CAUSE#592-83/IN THE INTEREST OF MARK A CRUTCHER 09/13/95
50569-AP	09/25/95	BEARING SERVICE&SUPPLY, INC	\$17.56	\$17.56	PCT#3-CHAIN LINKS FOR PACKER
50570-AP	09/25/95	BLAZER RESOURCES, INC.	\$37,310.00	\$3,500.00 \$3,325.00 \$2,187.50 \$7,000.00 \$13,825.00 \$7,472.50	PCT#3-(200)bb1s ROAD OIL@17.50per bb1 PCT#4-(190)bb1s ROAD OIL@17.50per bb1 PCT#2-(125)bb1s ROAD OIL@17.50per bb1 PCT#4-(400)bb1s ROAD OIL@17.50per bb1 PCT#3-(790)bb1s ROAD OIL@17.50per bb1 PCT#4-CUST#2611/ROAD OIL(427 BBLS @ \$17.50)

14112 O.B.

7/5/95

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC.

Disbursements Made from 09/25/95 thru 09/28/95

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
50571-AP	09/25/95	BOGEL SALES INC	\$365 00	\$365 00	I.C -COPY PAPER (8 1/2 X 11)
50572-AP	09/25/95	CANON SERVICE COMPANY	\$92 50	\$92 50	CO BLDGS-CHECKED A/C IN JUSTICE CENTER
50573-AP	09/25/95	CERTIFIED	\$1,167 48	\$1,167 48	CO BLDG-55 GAL CHEMICAL FOR COOLING TOWER; SHIPPING
50574-AP	09/25/95	CHAMBERLAIN'S HOME CENTER	\$190 35	\$178.40 \$3 98 \$7 97	CO BLDGS-BULBS CO BLDGS-BULB CO BLDGS-BULBS
50575-AP	09/25/95	CHEROKEE COUNTY	\$193 00	\$193 00	CO CT-CAUSE#MI#17.651/CARLA RANDALL
50576-AP	09/25/95	CITY DRUG COMPANY	\$6 29	\$6 29	SUP/OPERATING EXPENSES/PICTURES
50577-AP	09/25/95	CITY OF GILMER	\$4,390 44	\$78 58 \$7 50 \$96 32 \$13 50 \$2,265 79 \$117 20 \$2,011 35	BANK DR-ACCT#010076050-08/22-9/03/95 BILLING EMPTY LOT-ACCT#12 0229000/WATER(08/22/95 TO 09/06/95) BANK BLDG-ACCT#120131000-08/22-09/06/95 BILLING J CTR-ACCT#12 0171000/WATER; SEWER(08/03/95 TO 09/06/95) CO BLDGS-ACCT#13 0274000/WATER, SEWER; GARBAGE(08/04/95 TO 09/06/95) J CTR-ACCT#13 0345000/WATER, SEWER; GARBAGE(08/04/95 TO 09/06/95) J CTR-ACCT#01 0067500/WATER; SEWER, GARBAGE(08/03/95 TO 09/06/95)
50578-AP	09/25/95	CLIFF'S FOOD MARKET	\$181 37	\$5 75 \$6 33 \$28 40 \$8 25 \$2 30 \$2 30 \$90 03 \$38 01	PCT#1-ICE PCT#1-GASOLINE PCT#1-GLOVES PCT#1-SAW OIL PCT#1-ICE PCT#1-ICE PCT#1-DIESEL PCT#1-DIESEL
50579-AP	09/25/95	CO & DIST. CLERKS' ASSOC O	\$70 00	\$35 00 \$35 00	D CLK-HORACE A RAY/DUES JUNE 94-JUNE 95 CO. CLK-REX A SHAW/DUES JUNE 1994-JUNE 1995
50580-AP	09/25/95	COMPLETE BUSINESS	\$1,263 08	\$28 50 \$3 50 \$3 50 \$500 00 \$3 50 \$97 40	D CT-CUST#LN0461/FAX INK CO S-CUST#LN0461/TONER EXT-CUST#LN0461 TONER D A-PAYMENT ON RICOH COPIER CO EXT-CUST#LN0461/SILICONE OIL DA-CUST#LN0461/COPY CONTRACT 5828 COPIES

14112 G.B.

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

29 SEP 1995

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THE SOFTWARE GROUP, INC

Disbursements Made from 09/25/95 thru 09/28/95

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
					08/01/95 TO 09/01/95
				\$76.28	CO. TAX-CUST#LN0461/RICOH F5540(5650 COPIES 07/01/95 TO 09/01/95)
				\$22.01	SUP/RICOH F4413/1630 COPIES
				\$40.64	SUP/RICOH F4415 3036 COPIES
				\$30.66	CO LIB-CUST#LN3970/COPY CONTRACT(2190 COPIES 09/01/95 TO 10/01/95)
				\$37.36	CO. JAIL-CUST#LN0461/COPY CONTRACT(1286 COPIES 08/01/95 TO 09/01/95)
				\$21.84	JP-CUST#LN0461/RICOH F4415(136 COPIES 08/01/95 TO 09/01/95)
				\$3.96	JP-CUST#LN0461/COPY COUNT CONTRACT(279 COPIES)
				\$115.47	CO. S-CUST#LN0461/RICOH F4418(8617 COPIES-08/01/95 TO 09/01/95)
				\$24.10	DA-CUST#LN0461/RICOH F4418-COPY CONT (304 COPIES 08/01/95 TO 09/01/95)
				\$108.77	CO EXT-CUST#LN0461/RICOH F3060(8070 COPIES 08/01/95 TO 09/01/95)
				\$34.28	CO. JUDGE-CUST#LN0461/RICOH F5520(2539 COPIES 08/01/95 TO 09/01/95)
				\$111.31	D-CLK-CUST#LN0461/RICOH F5520(8343 COPIES 08/01/95 TO 09/01/95)
50581-AP	09/25/95	CORRECTIONAL COUNSELING, INC	\$512.80	\$512.80	CCP/20-HOW TO ESCAPE YOUR PRISON
50582-AP	09/25/95	D. CHRISTINE NIXON	\$880.00	\$160.00	D CT-COURT REPORTING FOR JUDGE MARTINEZ
				\$160.00	D JUDGE-COURT REPORTING SEPT 11, 95 FOR JUDGE BANNER
				\$160.00	D CT-COURT REPORTING SEPT 12, 95 FOR JUDGE BANNER
				\$160.00	D. CT-COURT REPORTER 9/13/95(FULL DAY)
				\$80.00	D. CT-COURT REPORTER FOR JUDGE BANNER, 09/14/95
				\$160.00	D-CT-COURT REPORTING FOR JUDGE BANNER 09/15/95
50583-AP	09/25/95	DALE A BURROWS	\$36.25	\$36.25	CHILD PROTECT-REIMBURSE/125MI@ 29EA(CHANCE REED)
50584-AP	09/25/95	DALTON BLUNDELL	\$736.00	\$736.00	CO BLDGS-REPAIR WORK ON COURTHOUSE
50585-AP	09/25/95	DARR EQUIPMENT COMPANY	\$1,837.18	\$1,720.00	PCT#2-MODEL 140G CATERPILLER(EQUIP RENTAL)7/27-8/02/95
				\$566.02	PCT#4-BLADES FOR MOTORGRADER, BOLT & NUT
				\$448.84CR	PCT#4-(4)CUTTING
50586-AP	09/25/95	DAVIS ELECTRIC COMPANY	\$530.26	\$158.36	J CTR-INSTALL 3-WAY SWITCHES ON LAW LIB LIGHTS
				\$371.90	J CTR-INST CONDUIT & PULLED CIR FROM EMG. PANEL TO 911 RM

14112 G.R.

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Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 09/25/95 thru 09/28/95

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
50587-AP	09/25/95	DEALERS TRUCK	\$732.38	\$732.38	PCT#1-TOOL BOX
50588-AP	09/25/95	EAST TEXAS ELECTRONICS	\$200.00	\$200.00	J CTR-SERVICE CALL TO REPAIR CAMERA
50589-AP	09/25/95	EAST TEXAS MACHINERY, INC	\$43.72	\$43.72	PCT#2-ACCT#10000655/O-RINGS, FITTINGS, HOSE
50590-AP	09/25/95	EAST TEXAS MEDICAL CENTER	\$32.10	\$32.10	IND-SHARON LAFON/CLINIC 8/31/95
50591-AP	09/25/95	EAST TEXAS RADIOLOGY CONSULT	\$6.72	\$6.72	IND-RAYNELL SHIFLET/X-RAYS 8/17/95
50592-AP	09/25/95	EASTEX TRUCK PARTS, INC	\$762.50	\$762.50	PCT#2-REAR END, AXLE & FAN BLADE
50593-AP	09/25/95	EDGE OFFICE PRODUCTS	\$196.18	\$176.23 \$25.20 \$5.25CR	I C-FASTENERS, CORR. FLD, LASER JET TONER IC-CORRECTION FLUID I C-DISCT ON OFFICE SUPPLIES
50594-AP	09/25/95	ERIK KJORSVIK	\$62.64	\$62.64	ISP-TRANSPORT JUVENILE TO DETENTION
50595-AP	09/25/95	FLETCHER-JACKSON, INC.	\$786.72	\$786.72	CO. TAX-CUST#8160/TAX STATEMENT FORMS
50596-AP	09/25/95	FRANKIE HAMBERLIN	\$63.94	\$63.94	D CLK-MILEAGE FOR DIST & CO CLERKS MEETING
50597-AP	09/25/95	GENERAL TELEPHONE COMPANY	\$49.21	\$49.21	SUP-2 LINE BASIC SERVICE 08/25/95 BILLING
50598-AP	09/25/95	GERALD JOHNSON	\$373.24	\$373.24	CO INDIG-EXPENSES FOR T. R. H. CONF. @ FT. WORTH SEPT. 13-15
50599-AP	09/25/95	GILMER DRUG COMPANY	\$131.96	\$6.72 \$39.95 \$27.23 \$6.34 \$9.94 \$20.06 \$21.72	CO JAIL-3 HYDROCORTISONE CO JAIL-LESTER MOORE/PRESCRIPTION CO JAIL-RAYNELL GIBSON/PRESCRIPTION CO JAIL-UPS CHARGE CO JAIL-BRIAN BOSLEY/PRESCRIPTION CO JAIL-BRIAN BOSLEY/PRESCRIPTION CO JAIL-CHARLES FLYNN/PRESCRIPTION
50600-AP	09/25/95	GILMER MEDICAL CENTER	\$57.50	\$57.50	CO INDIG-BROOM RICHIE/EMERG. ROOM; PRO FEE
50601-AP	09/25/95	GILMER OFFICE CENTER	\$27.00	\$27.00	D A -FAX PAPER
50602-AP	09/25/95	GLENDA GRANT	\$49.88	\$49.88	CCP/TRAVEL EXPENSES FOR AUG. '95
50603-AP	09/25/95	GOVERNMENT RECORDS SERVICES	\$4,099.84	\$4,099.84	CO CLK-CUST#3097/MICRO FILMING, INDEXING 8/31/95
50604-AP	09/25/95	GRADY GILES	\$1,395.00	\$1,395.00	SUP/H-P IV PLUS LASER PRINTER
50605-AP	09/25/95	H&D TIRE & AUTOMOTIVE	\$2,184.74	\$66.11 \$16.20 \$493.90	PCT#1-TAP CARDED; LABOR PCT#1-WASHERS & SCREWS; NOT SETTER PCT#1-TIRES, RECYCLE FEE; TUBES

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Approved Disbursements

ALL-Checking-Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 09/25/95 thru 09/28/95

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$1.06	PCT#1-TARP STRAP
				\$15.49	PCT#1-AIR GUN TIP, PLUG, COUPLER
				\$31.61	PCT#2-SUPER GLUE, BELTS (2), BATTERY CABLE
				\$75.03	PCT#3-FILTERS (2), PAPER CUPS, HOSE NOZZLE
				\$24.73	PCT#1-TUBE, SERVICE GAUGE
				\$6.52	PCT#3-FILTER, BOLT
				\$15.85	PCT#2-BELT, FILTER, FUEL PUMP
				\$112.01	PCT#3-FILTER, FILTERS (2), HYDRAULIC HOSE, HYDRAULIC END; HYDRAULIC END
				\$15.76	PCT#2-COIL
				\$73.41	PCT#2-TRACTOR TIRE, RECYCLE FEE
				\$3.84	PCT#1-FITTINGS
				\$333.93	PCT#1-TIRE, RECYCLE-FEE
				\$29.50	PCT#1-TUBE
				\$14.93	PCT#2-MODULE
				\$59.53	PCT#1-BOLTS & NUTS, BOLTS, CUTTING PLYERS, NEEDLE-NOSE PLYERS, TANK REPAIR KIT
				\$45.28	PCT#1-HELI COIL INSERT, HELI COIL SET
				\$1.00	PCT#1-WASHERS
				\$33.50	PCT#2-TUBE
				\$4.00	PCT#2-BOOT
				\$27.85	PCT#4-AIR FILTER
				\$7.74	PCT#1-SWITCH
				\$45.12	PCT#3-HOSE, FITTINGS (6)
				\$33.50	PCT#1-TUBE FOR GRADER
				\$24.38	PCT#3-FILTERS; CONTROL
				\$8.20	PCT#2-CLAMPS
				\$20.71	PCT#3-HACKSAW, WIRE TERMINALS, HACKSAW BLADES
				\$2.36	PCT#3-BRASS FITTINGS, TAPE
				\$25.72	CO BLDG-PLUG, FAUCET
				\$18.80	PCT#1-SPARK PLUGS, BOLTS & WASHERS, SPARK PLUG
				\$13.65	PCT#3-HYDRAULIC FITTING; HYDRAULIC HOSE, PIN, WASHER, CLIP
				\$5.49	PCT#3-THERMOSTAT
				\$32.20	PCT#1-RADIATOR HOSE, ANTIFREEZE
				\$40.03	PCT#1-DRILL BIT, MUFFLER CLAMP (2), NUTS & WASHERS; GASKET, GAUGE
				\$33.86	PCT#1-BELTS(3), BOLTS
				\$10.68	PCT#2-COMP SLEEVE, FITTING, O-RING, RADIATOR HOSE
				\$11.60	PCT#3-FILTERS (2)
				\$32.34	PCT#3-BRAKE FLUID; GASKET MAKER
				\$50.50	PCT#3-WATER PUMP (BLUE TRACTOR), CORE CHARGE
				\$21.00	PCT#1-NUTS, BOLTS & WASHERS
				\$20.52	PCT#3-FILTERS
				\$22.49	PCT#3-PART (OUTSIDE PURCHASE), ROTOR, POINTS, SPARK PLUGS
				\$136.38	PCT#2-TIRES; RECYCLE FEE
				\$22.60	PCT#2-RADIATOR HOSE (2); HOSE CLAMPS

14112 G.O.

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Approved Disbursements

ALL-Checking-Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 09/25/95 thru 09/28/95

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
50617-AP	09/25/95	JAMES L. STOKER SR	\$1,184 00	\$1,184 00	PCT#1-DIRT/296 LOADS @ \$4 00
50618-AP	09/25/95	JIM AMMERMAN II	\$500 00	\$250 00 \$250 00	CD CT-CAUSE#22,798 LOYD MEADOR D CT-CAUSE#11,336/ST VS ROY LYNN FLEET 09/14/95
50619-AP	09/25/95	JOE'S RESTAURANT EQUIPMENT	\$220.00	\$55 00 \$55 00 \$55 00 \$55 00	PCT#1-AUGUST '95 ICE MACHINE RENTAL PCT#4-AUGUST '95 ICE MACHINE RENTAL PCT#1-SEPT 95 ICE MACHINE RENTAL PCT#4-SEPT 95 ICE MACHINE RENTAL
50620-AP	09/25/95	JOYCE MORRISON	\$69.54	\$69 54	CD LIB-REIMB FOR NORTHEAST TEXAS LIBRARY SYST MEETIN IN TEXARKANA
50621-AP	09/25/95	K&S KWIK STOP	\$1.17	\$1 17	CD BLDGS-GASOLINE
50622-AP	09/25/95	KERR-McGEE REFINING CORPORAT	\$12 15	\$12 15	CD S-ACCT#1691 0396 1010/GASOLINE
50623-AP	09/25/95	LIDLAW WASTE SYSTEMS	\$1,007.00	\$1,007 00	WASTE-ACCT#070-20542/TRASH PICKUP
50624-AP	09/25/95	LAWYERS COOPERATIVE PUBLISHI	\$102 75	\$65 25 \$37 50	LAW LIB-ACCT#918116-83031/ALR FEDERALVOL 126 & QRTLY SUPP. LAW LIB-ACCT#918116-83031/US SUPREME CT REPORTS 2D V124 INTERIM
50625-AP	09/25/95	LOUIE ENGLISH	\$42.00	\$42 00	CO&DT CT-REIMBURSE/PRINTED COURT ROOMS SIGNS
50626-AP	09/25/95	LOWE'S OF LONGVIEW	\$16 40	\$25 79 \$26 40 \$35 79CR	J CTR-ACCT#001711/LAVATORY STAND J CTR-ACCT#001711/LAVATORY STAND J. CTR-ACCT#001711/RETURNED LAVATORY STAND
50627-AP	09/25/95	M. R. PATTON	\$150.00	\$75.00 \$75.00	D CT-CAUSE#11,237/ST. VS WILLIAM AVERY GRIFFIN/ADM HEARING ON PROBATION D CT-CAUSE#11,161/ST VS MARGO OLIVER
50628-AP	09/25/95	MARK C. RACE, M.D.	\$381.88	\$381.88	IND-GARY D. LAFON/OFFICE VISIT, LAB 8/25/95
50629-AP	09/25/95	MED SHOP PHARMACY	\$1,215 21	\$1,215 21	CD INDIG-ACCT#INDIUP/PRESSCRIPTIONS
50630-AP	09/25/95	MICHAEL MARTIN, ATTY	\$250 00	\$250 00	D CT-CAUSE#10,707/JASON HIXON
50631-AP	09/25/95	MOORE MEDICAL CORP.	\$91.66	\$91 66	CD JAIL-CUST#1425997/HEN SUPPT COUGH SYRUP, TYLENOL
50632-AP	09/25/95	MOSBY MECHANICAL CO, INC	\$1,098 33	\$141 00 \$957 33	J CTR-REPAIR AC UNIT FOR WOMENS BLOCK J CTR-REPLACE AC IN WOMENS BLOCK
50633-AP	09/25/95	NANCY REESE	\$69.00	\$69 00	DA-DEBBIE PUCKETT/HOT CK RESTITUTION

14112 O.R.

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Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC.

Disbursements Made from 09/25/95 thru 09/28/95

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
50634-AP	09/25/95	NEWSOME'S GROCERY	\$83 00	\$83 00	DA-DOUGLAS D DENMARK/HOT CK. RESTITUION
50635-AP	09/25/95	NICHOLS MACHINERY COMPANY	\$5,180 62	\$1,167 00 \$494 76 \$1,287 36	PCT#1, 2, 3, 4-BULLET TEETH FOR BOMAG PCT#(42)T211 TINES, (42)T212 TINES/MIXER PCT#1, 2, 3 & 4-BOMAG PARTS & SUPPLIES, PCT#1, 2, 3 & 4-BOMAG PARTS & SUPPLIES, PCT#1, 2, 3 & 4-BOMAG PARTS & SUPPLIES, PCT#1, 2, 3 & 4-BOMAG PARTS & SUPPLIES PCT#1, 2, 3 & 4-BOMAG PARTS & SUPPLIES
				\$962 26	PCTS-BOMAG PARTS, PCTS-BOMAG PARTS;
				\$102 24	PCTS-BOMAG PARTS; PCTS-BOMAG PARTS PCTS#1, 2, 3, 4-ACCT#10546/CABLE CONTROL FOR BOMAG
				\$1,167 00	PCT#1, 2, 3 & 4-BULLET TEETH FOR BOMAG; PCT#1, 2, 3 & 4-BULLET TEETH FOR BOMAG; PCT#1, 2, 3 & 4-BULLET TEETH FOR BOMAG; PCT#1, 2, 3 & 4-BULLET TEETH FOR BOMAG
50636-AP	09/25/95	PATRICIA HARRISON	\$340 00	\$180 00 \$90 00 \$90 00 \$90 00 \$90 00	CO CT-COURT REPORTING 09/07/95 & 09/12/95 CO CT-COURT REPORTING 09/13/95 CO CT-COURT REPORTING 09/14/95 CO CT-COURT REPORTING 09/15/95 CO CT-COURT REPORTING 09/19/95
50637-AP	09/25/95	PAUL BANNER	\$83 48	\$83 48	D CT-MILEAGE; LODGING; MEALS WHILE SERVING AS JUDGE
50638-AP	09/25/95	PETTY'S LAWN SPRINKLERS, INC	\$485 92	\$380 92 \$105 00	CO CTH-LAWN SPRINKLER PARTS&LABOR J. CTR-SPRINKLER HEADS
50639-AP	09/25/95	PRO-MED OFFICE SYSTEMS	\$199 54	\$199 54	CO S-MOBILE FILING UNIT
50640-AP	09/25/95	PROFESSIONAL TECHNICAL ASSIS	\$380.00	\$84 00 \$283 00 \$13 00	CO S-RADIO PARTS CO S-INSTALL RADIO IN TRUCK PCT#3-ANTENNA
50641-AP	09/25/95	GULL CORPORATION	\$168 80	\$168 80	SUP-OFFICE SUPPLIES
50642-AP	09/25/95	R. B. COOK & CO.	\$11.20	\$11.20	CO. BLDGS-LIME, FERTILIZER
50643-AP	09/25/95	REX SHAW	\$20 00	\$20 00	CO CLK-REIMBURSE/REGISTRATION FEES@GREENVILLE
50644-AP	09/25/95	RICK'S TIRE SERVICE	\$162 50	\$25 00 \$17 50 \$35 00 \$40 00 \$45 00	PCT#1-SERVICE CALL, MOUNT TIRE ON GRADER PCT#4-SERVICE CALL FLAT REP /ROAD GRADER PCT#4-SERVICE CALL; REPAIR 2 FLATS PCT#1-SERVICE CALL, MOUNT 2 TIRES PCT#1-SERVICE CALL, REPAIR 3 FLATS
50645-AP	09/25/95	RONNIE MITCHELL	\$229 60	\$229 60	TJPC-MILEAGE TO KERRVILLE/TRAINING
50646-AP	09/25/95	SANDY LIVENGOD	\$150 00	\$150 00	D CT-CAUSE#439-94/INTHE INTEREST OF TRINITY

NOV 1995 Pg 1002

14112 G.P.

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

29 SEP 1995

Approved Disbursements

ALL Checking Accounts

Disbursements Made from 09/25/95 thru 09/28/95

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THE SOFTWARE GROUP, INC

14112 G.B.

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
RAYES					
50647-AP	09/25/95	SCHWAAB, INC	\$374 00	\$101.25	D A-(3)STAMPS, FRGT
				\$28 20	DIST CT-SIGNATURE STAMP, SHIPPING
				\$26.70	PCT#1-STAMP, SHIPPING
				\$77 00	DIST CLK-POCKET SEAL-DIST CT
				\$30.95	SUP/SCHWAAB-DATER
				\$109 90	4 STAMPS, SHIPPING
50648-AP	09/25/95	SCOTT-MERRIMAN, INC	\$627 00	\$627 00	CO CLK-LETTER-SIZED BANKNOTE PAPER (1,000), FREIGHT
50649-AP	09/25/95	SHEPARD'S/McORAW-HILL	\$428.85	\$147 15	LAW LIB-ACCT#96 165 0000/TX CITATIONS BOUND SUPPLEMENT
				\$281.70	LAW LIB-ACCT#96 165 0002/FED RULES CITATIONS CUMULATIVE SUPPLEMENTS
50650-AP	09/25/95	SKINNER RADIATOR SHOP	\$35 00	\$35 00	PCT#3-CLEAN RADIATOR
50651-AP	09/25/95	SOUTHWEST BANK/RANGER JOE'S	\$109 99	\$109 99	CO. S-TACT LOAD-BEARING VEST
50652-AP	09/25/95	SOUTHWEST GRAPHIC SYSTEMS	\$136 75	\$136 75	911-GERBER BLADES 45 DEGREE, HOLDER, TWEEZERS, HEX WRENCH
50653-AP	09/25/95	SOUTHWESTERN BELL TELEPHONE	\$3 30	\$3.30	D CT-#2141062236/SEPT 1 95 BILLING
50654-AP	09/25/95	SOUTHWESTERN ELECTRIC POWER	\$5,030 81	\$3,481 19	J CTR-ACCT#000071686/ELECT SERVICE 08/14/95 TO 09/09/95
				\$256 77	CO BLDGS-ACCT#000359669/ELECT SER 08/15/95 TO 9/11/95
				\$359.22	ROCK BLDG-ACCT#000040681/ELECT SER. 08/15/95 TO 09/11/95
				\$662.46	CO LIB-ACCT#000066685/ELECT SER 08/15/95 TO 09/11/95
				\$271.17	CO LIB-ACCT#000403669/ELECT SER. 08/15/95 TO 09/11/95
50655-AP	09/25/95	SYSCO FOOD SYSTEMS, INC.	\$254 68	\$254 68	CO JAIL-CUST#288639/ASSORTED FOODS
50656-AP	09/25/95	T & S TRACTOR INC	\$69 61	\$61 92	PCT#4-BACKHOE TEETH & PINS
				\$7.69	PCT#3-DIPSTICK FOR FORD 5000 TRACTOR
50657-AP	09/25/95	TEFTELLER & PELAIA	\$250 00	\$250.00	D CT-CAUSE#11,532/ST VS. MONTY S GAGE 09/15/95
50658-AP	09/25/95	TELETOUCH CORPORATION	\$298 80	\$192 00	CO S-ACCT#062303/UPGRADE PAGERS
				\$10 80	CO BLDGS-ACCT#061919/PAGER SERVICE
				\$96 00	CO S-ACCT#062303/DISPLAY SERVICE
50659-AP	09/25/95	TEXAS ARCHIVES, INC.	\$1,764.36	\$1,764 36	CO CLK-RESTORATION, REPLACEMENT & ARCHIVAL OF

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Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 09/25/95 thru 09/28/95

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14112 G.B.

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
					PROBATE MINUTE BOOKS
50660-AP	09/25/95	TEXAS ASSOCIATION OF COUNTIE	\$16,899 00	\$16,899 00	NON DEPT-PAYMENT FOR QUARTER ENDING DEC 31, 1995
50661-AP	09/25/95	TEXAS COUNTY PRINTING	\$2,626 64	\$777 95	DIST CLERK-DIVORCE MINUTES, CIVIL MINUTES
				\$1,848 69	ELECTIONS-BALLOTS
50662-AP	09/25/95	TEXAS DEPT OF CORRECTIONS	\$854 00	\$854 00	CO EXT-DESK; CHAIRS
50663-AP	09/25/95	TEXAS DIST & CO ATTY ASSOC	\$338 00	\$169 00	D A-REGISTRATION/CAROLYN JONES KEY PERSONNEL SEMINAR
				\$169 00	D A-REGISTRATION/BARBARA MOORE KEY PERSONNEL SEMINAR
50664-AP	09/25/95	TEXAS STEEL CULVERT CO, INC	\$6,402 00	\$2,134 00	PCT#4-B' X 40' TINHORN
				\$2,134 00	PCT#4-CUST#01-29556000/SPIRAL CULVERT
				\$2,134 00	PCT#4-CUST#01-29556000/SPIRAL CULVERT
50665-AP	09/25/95	THE GILMER MIRROR	\$415 62	\$294 00	COMM CT-ADVERTISING TAX RATES
				\$165 38	COMM CT-ADVERTISING NOTICE OF BUDGET HEARINGS
				\$43 76CR	COMM CT-DISCOUNT ON ADVERTISING
50666-AP	09/25/95	THIS WAY SIGN	\$297 90	\$297 90	PCT#1-SIGNS/MEN WORKING(4); SPEED LIMIT(2); CONST AHEAD(2); BEAVER BEND; STONEY LANE
50667-AP	09/25/95	U T FISCAL AFFAIRS	\$733 65	\$733 65	IND-RAYNELL R SHIFLET/LAB SERVICES 7/25/95
50668-AP	09/25/95	VARCO INCORPORATED	\$151 95	\$126 95	COMPUTER-METAL HOODS, CRIMPS, PINS, TOOL
				\$25 00	COMPUTER-CRIMP PINS
50669-AP	09/25/95	UNIVERSITY OF TEXAS HEALTH	\$174 20	\$174 20	IND-RAYNELL R SHIFLET/OUTPATIENT 7/25/95
50670-AP	09/25/95	UPSHUR COUNTY	\$199 56	\$199 56	SUP/MAIL PROS 8/95; VALU-LINE 8/95
50671-AP	09/25/95	UPSHUR-RURAL ELECTRIC COOP.,	\$38 86	\$50 53	PCT#4-ACCT#121782522/ELECT SER. 08/10/95 TO 09/13/95
				\$8 33	SIMPSONVILLE BLDG-ACCT#902475309
50672-AP	09/25/95	VINGO FOODS	\$46 00	\$46 00	DA-DOROTHY DUFFY/HOT CK RESITUTION
50673-AP	09/25/95	VINGO FOODS	\$5 08	\$5 08	CO JAIL-CLEANER
50674-AP	09/25/95	VINYARD'S	\$20 00	\$20 00	DA-LESLIE SPEARS/HOT CK RESTITUTION
50675-AP	09/25/95	WAL-MART #146	\$40 00	\$40 00	DA-DOROTHY DUFFY/HOT CK. RESTITUTION
50676-AP	09/25/95	WALMART STORE #146	\$44 33	\$18 19	CO BLDGS-LARGE TINT, SCREWDRIVER/AUTO
				\$24 97	CO AUD-(2)CARPETS

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Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 09/25/95 thru 09/28/95

14112 O.B.

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$8 91	SUP-FILM(3)
				\$1 77	CSR-CUP
				\$3 45	SUP-PHOTO PROCESSING(2)
				\$12 96CR	CO-BLDGS-RETURNED LARGE-TINT
50677-AP	09/25/95	WEST PUBLISHING	\$278 25	\$34 50	LAW LIB-ACCT#858-338-296/FD 3D V52
				\$79 25	LAW LIB-ACCT#858-338-296/TX-DG-2D-V21&21A
				\$48 25	LAW LIB-ACCT#858-338-296/TX CS 894-895
				\$81 75	LAW LIB-ACCT#858-338-296/USCA 42 7901-12700
				\$34 50	LAW LIB-ACCT#858-338-296/FD 3D V53
50678-AP	09/25/95	WEST SIDE FURNITURE	\$634 68	\$122 57	PCT#4-SAW BLADES & PARTS; OIL
				\$135 09	PCT#4-PISTON FOR CHAIN SAW; SPROCKET; CHAIN; BAR, LABOR
				\$0 79	CO. BLDGS-EYE FOR WEEDEATER
				\$376 23	PCT#4-BARS, FILES, CHAIN, PULL ROPE, 10-LINK PIECE OF CHAIN, MOUNTS, SCREWS, MOUNTS, SOCKET, CHAIN CATCHER
50679-AP	09/25/95	WESTERN AUTO	\$15 94	\$15 94	PCT#3-(1)GREEN LENS, SPAN
50681-AP	09/25/95	WINN'S AUTO & TRUCK REPAIR	\$1,035 87	\$192 49	CO BLDGS-CHARGE AC; REPLACE STARTER ASSY; PARTS
				\$99 29	CONST#2-FLUSH RAD REPLACE HOSE, ANTIFREEZE, CAP
				\$208 78	CO S-REPLACE PLUGS, WIRES, ROTOR, AIR FILTER, FAN CLUTCH
				\$55 57	CO. BLDGS-REPLACE IGNITION SWITCH
				\$489 74	PCT#4-REPLACE COMPRESSOR; DRYER, ORFICE, FREDN
50682-AP	09/25/95	YAZELL CHEVROLET-OLDS, INC	\$465 34	\$465 34	PCT#3-CUST#2177/R&R RADIATOR; REPLACE THERMOSTAT, PLUG, AIR FILTER, WHEEL CYLINDER; BRAKE SHOE
Total for AP - ACCOUNTS PAYABLE			\$132,905 64		

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Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC.

Disbursements Made from 09/23/95 thru 09/28/95

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Check #	HC Date	Vendor...	Check Amount	Invoice Amt	Invoice Descriptions
243-INS	HC-09/27/95	GILMER NATIONAL BANK	\$50,000.00	\$50,000.00	CD#11249 PURCHASED@5.98%(90day\$)TU MATURE 10/6/95
Total for INS - INSURANCE			\$50,000.00		
Grand Total			\$182,905.64		

14112 O.B.

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

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10-1-95 Dept 650/Library
 Employee Felisha Wilson
 Social Security No _____ Emp ID# _____

X	CHANGE(S)	FROM	TO
	Grade Step		# 2, 5
	Rate		\$ 883.69/100
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

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

Comments Regular Salaried Employee
6 month introductory period.

Authorized by:

Approved by: Joyce Morrison

Date: 9-20-95

44
768
PG

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10-1-95 Dept 650/Library
 Employee Anna W. Williams Library
 Social Security No. _____ Emp. ID# _____

VOIC	CHANGE(S)	FROM	TO
	Grade Step		
	Rate		Annual 15,800.00
	Department		MO. # 1316.67
	Position		

REASON(S) FOR THE CHANGE(S)

<input type="checkbox"/>	Hired	<input checked="" 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 type="checkbox"/>	Other

Comments Funded by Federal Grant.

RECEIVED
 10-1-95
 P. H. S. C. I.
 10-1-95

Authorized by _____
 Approved by Joyce Morrison Date 9-20-95

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

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PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10-1-95 Dept 650 Library Literacy
 Employee Paula Russell
 Social Security No _____ Emp ID# _____

X	CHANGE(S)	FROM	TO
	Grade Step		
	Rate	<i>Annual</i>	<i>\$8,600.00</i>
	Department	<i>Monthly</i>	<i>\$716.66</i>
	Position		

REASON(S) FOR THE CHANGE(S)

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

Comments: *Funded by Federal Grant.*

FILED
 SEP 25 1995
 COUNTY CLERK
 COVINGTON, LA

Authorized by: _____
 Approved by: *Jayne Morrison* Date: *9-20-95*

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10-1-95 Dept. 650/Library
 Employee Constance Roonty
 Social Security No _____ Emp ID# _____

44 770

X	CHANGE(S)	FROM	TO
<input checked="" type="checkbox"/>	Grade. Step		4.3
<input checked="" type="checkbox"/>	Rate		\$4.25/HR
<input type="checkbox"/>	Department		
<input type="checkbox"/>	Position		
<input type="checkbox"/>			

REASON(S) FOR THE CHANGE(S)

<input checked="" 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 type="checkbox"/>	Other

Comments Part-time 17 hours a week

RECEIVED
 10-1-95
 10:30 AM

Authorized by _____
 Approved by Joye Morrison Date. 9-20-95

UPSHUR COUNTY
BUDGET AMENDMENTS

The following budget amendments were approved this the 25th
day of September, 1995.

Charles Still
Charles Still, County Judge

Gaddis Lindsey
Gaddis Lindsey, Comm. Pct. 1

Tommy Stanley
Tommy Stanley, Comm. Pct. 2

David Loyd
David Loyd, Comm. Pct. 3

Kenny Thompson
Kenny Thompson, Comm. Pct. 4

FILED
REX A SHAW
COUNTY CLERK
95 SEP 25 P11:2:00
UPSHUR COUNTY, TX
BY _____
REPUTY

ada fenas

VOL <u>44</u> SUBJECT: Amending the Budget		

Budget Amendment

DATE:

Honorable Commissioners Court of UPSHUR County:

I would like to request the amendments to my departmental budget:

Comm. Court

<u>FUND</u>	<u>DEPT.</u>	<u>ACCT.</u>	<u>AMT.</u>
10	401	4490	154
10	401	4502	1320

Reason

There are no areas in my current budget to reduce in order to fund the above mentioned items.

Approved Commissioners Court

Department Head

Attest County Clerk

NOTE: Be sure to review other departments within the fund for areas where funds could be used to make these amendments. Line-item transfers are always preferred over budget amendments.

0084.0.0

SUBJECT: Amending the Budget		

Budget Amendment

DATE:

Honorable Commissioners Court of UPSHUR County:

I would like to request the amendments to my departmental budget:

County Clerk

	<u>FUND</u>	<u>DEPT.</u>	<u>ACCT.</u>	<u>AMT.</u>
	10	403	4440	3,000
Reason	10	403	4445	5,000
	10	404	5400	10,000

There are no areas in my current budget to reduce in order to fund the above mentioned items.

Approved Commissioners Court

Department Head

Attest County Clerk

NOTE: Be sure to review other departments within the fund for areas where funds could be used to make these amendments. Line-item transfers are always preferred over budget amendments.

0084.0.0

SUBJECT: Amending the Budget		

Budget Amendment

DATE:

Honorable Commissioners Court of UPSHUR County:

I would like to request the amendments to my departmental budget:

County Court

	<u>FUND</u>	<u>DEPT.</u>	<u>ACCT.</u>	<u>AMT.</u>
	10	426	4015	500
			4110	500
Reason			4120	800
			4135	800

There are no areas in my current budget to reduce in order to fund the above mentioned items.

Approved Commissioners Court

Department Head

Attest County Clerk

NOTE: Be sure to review other departments within the fund for areas where funds could be used to make these amendments. Line-item transfers are always preferred over budget amendments.

0084.0.0

VOL 44 PG 775

SUBJECT: Amending the Budget		

Line-item transfer

DATE:

Honorable Commissioners Court of UPSHUR County:

I submit to you for your consideration the following line-item transfers:

	<u>FUND</u>	<u>DEPT.</u>	<u>ACCT.</u>	<u>AMT.</u>
From:	10	403	4410	650
To:	10	403	3030	650

Reason:

Department Head

Approved Commissioners Court

Attest County Clerk

0083.1.0

VOL 44 PG 776

SUBJECT: Amending the Budget

Line-item transfer

DATE:

Honorable Commissioners Court of UPSHUR County:

I submit to you for your consideration the following line-item transfers:

	<u>FUND</u>	<u>DEPT.</u>	<u>ACCT.</u>	<u>AMT.</u>
From:	10	406	4502	150.
To:	10	406	4495	150

Reason:

Department Head

Approved Commissioners Court

Attest County Clerk

0083.1.0

VOL 44 PG 777

SUBJECT: Amending the Budget

Line-item transfer

DATE:

Honorable Commissioners Court of UPSHUR County:

I submit to you for your consideration the following line-item transfers:

	<u>FUND</u>	<u>DEPT.</u>	<u>ACCT.</u>	<u>AMT.</u>
From:	10	409	4200	8500
To:	10	409	3080	2500
			3380	3000
			4140	3000

Reason:

Department Head

Approved Commissioners Court

Attest County Clerk

0083.1.0

SUBJECT: VOL 44 PG 778
Amending the Budget

Line-item transfer

DATE:

Honorable Commissioners Court of UPSHUR County:

I submit to you for your consideration the following line-item transfers:

	<u>FUND</u>	<u>DEPT.</u>	<u>ACCT.</u>	<u>AMT.</u>
From:	10	411	4480	611
To:	10	411	2150	6
			2300	5
			5200	600

Reason:

Department Head

Approved Commissioners Court

Attest County Clerk

0083.1.0

SUBJECT: Amending the Budget		

VOL 144 PG 179

Line-item transfer

DATE:

Honorable Commissioners Court of UPSHUR County:

I submit to you for your consideration the following line-item transfers:

	<u>FUND</u>	<u>DEPT.</u>	<u>ACCT.</u>	<u>AMT.</u>
From:	10	424	4495	30
To:	10	426	3010	30

Reason:

Department Head

Approved Commissioners Court

Attest County Clerk

0083.1.0

SUBJECT: Amending the Budget

Line-item transfer

DATE:

Honorable Commissioners Court of UPSHUR County:

I submit to you for your consideration the following line-item transfers:

	<u>FUND</u>	<u>DEPT.</u>	<u>ACCT.</u>	<u>AMT.</u>
From:	10	435	4125	1,950
To:	10	435	4013	300
			4015	1000
			4120	500
			4135	100
Reason:			4340	50

Department Head

Approved Commissioners Court

Attest County Clerk

0083.1.0

SUBJECT: Amending the Budget

VOL 44 PG 781

Line-item transfer

DATE:

Honorable Commissioners Court of UPSHUR County:

I submit to you for your consideration the following line-item transfers:

	<u>FUND</u>	<u>DEPT.</u>	<u>ACCT.</u>	<u>AMT.</u>
From:	10	450	4600 4502	15 16
To:	10	450	3095	31

Reason:

Department Head

Approved Commissioners Court

Attest County Clerk

0083.1.0

SUBJECT: VOL 44 PG 782
Amending the Budget

Line-item transfer

DATE:

Honorable Commissioners Court of UPSHUR County:

I submit to you for your consideration the following line-item transfers:

	<u>FUND</u>	<u>DEPT.</u>	<u>ACCT.</u>	<u>AMT.</u>
From:	10	476	3095	235
To:	10	476	3010 4600	200 35

Reason:

Department Head

Approved Commissioners Court

Attest County Clerk

0083.1.0

SUBJECT: Amending the Budget

VOL 44 PG 183

Line-item transfer

DATE:

Honorable Commissioners Court of UPSHUR County:

I submit to you for your consideration the following line-item transfers:

	<u>FUND</u>	<u>DEPT.</u>	<u>ACCT.</u>	<u>AMT.</u>
From:	10	490	3040 4520 4750	1300 100 200
To:	10	490	3010 5200	1100 500

Reason:

Department Head

Approved Commissioners Court

Attest County Clerk

0083.1.0

VOL 44 PG 784

SUBJECT: Amending the Budget

Line-item transfer

DATE:

Honorable Commissioners Court of UPSHUR County:

I submit to you for your consideration the following line-item transfers:

	<u>FUND</u>	<u>DEPT.</u>	<u>ACCT.</u>	<u>AMT.</u>
From:	10	499	4230	900
To:	10	499	3030	900

Reason:

Department Head

Approved Commissioners Court

Attest County Clerk

0083.1.0

VOL 44 pg 785

SUBJECT: Amending the Budget		

Line-item transfer

DATE:

Honorable Commissioners Court of UPSHUR County:

I submit to you for your consideration the following line-item transfers:

	<u>FUND</u>	<u>DEPT.</u>	<u>ACCT.</u>	<u>AMT.</u>
From:	10	510	4495	1000
			4480	1000
			5100	1000
			4300	1280
To:	10	510	3200	200
			3380	3000
			3460	40
Reason:			3480	400
			5700	640

Department Head

Approved Commissioners Court

Attest County Clerk

0083.1.0

SUBJECT: VOL 44 PG 786
Amending the Budget

Line-item transfer

DATE:

Honorable Commissioners Court of UPSHUR County:

I submit to you for your consideration the following line-item transfers:

	<u>FUND</u>	<u>DEPT.</u>	<u>ACCT.</u>	<u>AMT.</u>
From:	10	514	4300	700
			4320	1000
			4310	1000
			3480	800
			4480	1500
			3380	500
			3400	200
To:	10	514	4495	1100
			5100	4500
			3470	100

Reason:

Department Head

Approved Commissioners Court

Attest County Clerk

0083.1.0

SUBJECT: Amending the Budget

VOL 44 pg 789

Line-item transfer

DATE:

Honorable Commissioners Court of UPSHUR County:

I submit to you for your consideration the following line-item transfers:

	<u>FUND</u>	<u>DEPT.</u>	<u>ACCT.</u>	<u>AMT.</u>
From:	10	560	5350 3420 4865	1560 1500 200
To:	10	560	3110 3200 5450	60 3000 200

Reason:

Department Head

Approved Commissioners Court

Attest County Clerk

0083.1.0

SUBJECT: Amending the Budget

Line-item transfer

DATE: 9-21-95

Honorable Commissioners Court of UPSHUR County:

I submit to you for your consideration the following line-item transfers:

	<u>FUND</u>	<u>DEPT.</u>	<u>ACCT.</u>	<u>AMT.</u>
From:	10	565	4460	1496.
To:	10	565	5425	1496

Reason:

Department Head

Approved Commissioners Court

Attest County Clerk

0083.1.0

SUBJECT: Amending the Budget

VOL 144 PG 189

Line-item transfer

DATE:

Honorable Commissioners Court of UPSHUR County:

I submit to you for your consideration the following line-item transfers:

	<u>FUND</u>	<u>DEPT.</u>	<u>ACCT.</u>	<u>AMT.</u>
From:	10	565	4861	
To:	10	565	3010	150
			3096	25
			3115	200
Reason:			3125	500
			4495	150

Department Head

Approved Commissioners Court

Attest County Clerk

0083.1.0

VOL 44 PG 790
 SUBJECT: Amending the Budget

Line-item transfer

DATE:

Honorable Commissioners Court of UPSHUR County:

I submit to you for your consideration the following line-item transfers:

	<u>FUND</u>	<u>DEPT.</u>	<u>ACCT.</u>	<u>AMT.</u>
From:	10	580	3380	155
To:	10	580	5800 2450	95 60

Reason:

 Department Head

 Approved Commissioners Court

 Attest County Clerk

0083.1.0

SUBJECT: Amending the Budget

Line-item transfer

DATE:

Honorable Commissioners Court of UPSHUR County:

I submit to you for your consideration the following line-item transfers:

	<u>FUND</u>	<u>DEPT.</u>	<u>ACCT.</u>	<u>AMT.</u>
From:	10	665	5450	150
To:	10	665	3010	150

Reason:

Department Head

Approved Commissioners Court

Attest County Clerk

0083.1.0

VOL 414 PG 191

VOL 44 PG 792

SUBJECT: Amending the Budget

Line-item transfer

DATE:

Honorable Commissioners Court of UPSHUR County:

I submit to you for your consideration the following line-item transfers:

	<u>FUND</u>	<u>DEPT.</u>	<u>ACCT.</u>	<u>AMT.</u>
From:	15	611	3340	12,795
To:	15	611	3200	4000
			3220	500
			3230	1000
			3240	2000
Reason:			3390	500
			3430	3000
			3470	53
			4300	200
			4310	40
			4480	500
			5650	1000
			5700	2

Department Head

Approved Commissioners Court

Attest County Clerk

0083.1.0

SUBJECT: Amending the Budget

VOL 44 PG 193

Line-item transfer

DATE:

Honorable Commissioners Court of UPSHUR County:

I submit to you for your consideration the following line-item transfers:

	<u>FUND</u>	<u>DEPT.</u>	<u>ACCT.</u>	<u>AMT.</u>
From:	16	612	3340	28,500.
To:	16	612	3420	2000
			3430	10000
			4700	2000
Reason:			5600	10,000
			5650	500
			6000	4000

Department Head

Approved Commissioners Court

Attest County Clerk

0083.1.0

SUBJECT: Amending the Budget ⁴⁴ PG ⁷⁹⁴

Line-item transfer

DATE:

Honorable Commissioners Court of UPSHUR County:

I submit to you for your consideration the following line-item transfers:

	<u>FUND</u>	<u>DEPT.</u>	<u>ACCT.</u>	<u>AMT.</u>
From:	17	613	3340	21,500
To:	17	613	3240	2500
			3430	15000
			4480	4000

Reason:

Department Head

Approved Commissioners Court

Attest County Clerk

0083.1.0

SUBJECT: Amending the Budget

VOL. 44 PG 195

Line-item transfer

DATE:

Honorable Commissioners Court of UPSHUR County:

I submit to you for your consideration the following line-item transfers:

	<u>FUND</u>	<u>DEPT.</u>	<u>ACCT.</u>	<u>AMT.</u>
From:	18	614	3340	12,175
To:	18	614	3300	6000
			3430	6000
			4310	50
Reason:			4330	100
			4700	25

Department Head

Approved Commissioners Court

Attest County Clerk

0083.1.0

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

VOL. 44 PG 796

The undersigned WOODLANDS FOREST SERVICE, 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 agree to use only that section of (describe exact route, direction and miles in tenths) _____

LOCUST RD.

2. First Party agree 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 agree 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 agree 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 agree 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.

Richard Boiles
First Party Signature _____

P.O. BOX 243
Street or Box _____

BLOOMBURG, TEXAS 75556
City, State and Zip Code _____

903-728-5523
Telephone _____

WOODLANDS
Timber Tract _____

9-13-95
Date Signed _____

Chas. F. Bell
County Judge _____

Waddis Lindsey
Commissioner _____

Tommy Starkey
Commissioner 2 _____

David Reed
Commissioner 3 _____

Chas. F. Bell
Commissioner 4 _____

Date Signed

Permit issued for a period not to exceed 90 days.

FILED
REX A. SIMMONS
COUNTY CLERK
95 SEP 25 PM 12:00
UPSHUR COUNTY, TX
DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

VOL. 44 PG. 197

The undersigned LASCO, hereinafter referred to as First Party, hereby 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) _____

HACKBERRY AND ASPEN AND HOLLY

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.

[Signature]
First Party Signature

Chas. B. [Signature]
County Judge

P.O. BOX 1122
Street or Box

Gaddis Lindsey
Commissioner

GILMER, TEXAS 75644
City, State and Zip Code

Tommy [Signature]
Commissioner

843-2457
Telephone

Rand [Signature]
Commissioner

YOUNG
Number

Chas. R. [Signature]
Commissioner

9-19-95
Signed

Date Signed

issued for a period not to exceed 90 days.

FILED
REX A. SHAW
COUNTY CLERK
95 SEP 25 PM 12:00
UPSHER COUNTY, TX
BY _____
REPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned WEYERHAEUSER, 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) _____

LEMON AND ASPEN TRAIL AND HOLLY

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.

Greg Meyer
First Party Signature

HC 74 BOX 100
Street or Box

WRIGHT CITY, OKLAHOMA 74766
City, State and Zip Code

405-981-1506
Telephone

Timber Tract

9-18-95
Date Signed

Chad L. Hill
County Judge

James L. Lindsey
Commissioner

James Stanley
Commissioner 2

Robert L. Taylor
Commissioner 3

Charles W. Taylor
Commissioner 4

9-18-95
Date Signed

Permit issued for a period not to exceed 90 days.

FILED
REX A. SHAW
COUNTY CLERK
95 SEP 25 PM 12:00
UPSHUR COUNTY, TX.
BY _____
REPLY

VOL 44 PG 198

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

VOL 44 PG 799

The undersigned Vanderwall Timber Co. hereinafter referred to as First Party, entering into and making 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) Upshur County Landing Rd.

2. First Party agrees to use its vehicle 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 the 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.

Jan Vanderwall
First Party Signature
3212 Player Drive
Street or Box
Longview, Texas 75605
City, State and Zip Code
297-0266
Telephone
Breazeale Tract
Tract Name
9-22-95
Signed

Chas. F. [Signature]
County Judge
Goddie Furdz
Commissioner 1
Tommy Stanley
Commissioner 2
[Signature]
Commissioner 3
[Signature]
Commissioner 4
Date Signed

Issued for a period not to exceed 90 days.

FILED
REX A SHAW
COUNTY CLERK
95 SEP 25 PM 12:01
UPSHUR COUNTY, TX.
BY
PENNY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

VOL 44 PG 800

The undersigned 2 BEALL LOGGINGS, 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) _____
_____ FERN AND DAFFODIL RDS .

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.

First Party Signature

10462 CR 2117 E
Street or Box

HENDERSON, TEXAS 75652
City, State and Zip Code

903-643-9584
Telephone

Timber Tract

9-19-95
Date Signed

Permit issued for a period not to exceed 90 days.

County Judge

Commissioner 1

Commissioner 2

Commissioner 3

Commissioner 4

Date Signed

FILED
REX A. SHAW
COUNTY CLERK
95 SEP 25 PM 12:01
UPSHUR COUNTY, TEXAS
DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

VOL 441
PG 801

The undersigned HUDDLESTON LOGGING, 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. 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 the section of (describe exact route, direction and miles in center) BISON RD.

2. First Party agrees to use the vehicle in such a manner as not to interfere with other traffic on said road, so that said road is open to travel by the public at all times.

3. First Party agrees to grade, maintain and otherwise care for said road the same equipment, labor and material, if any, as the condition of time that if at any time removing said road located in Precinct No. 4 Upshur County.

4. First Party agrees to put said road back into the same condition to the commencement of hauling operations on the said road.

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

6. Notwithstanding any provision contained in a waiver of the authority granted him by Article 671, Section 5, but the rights and authority granted to Commissioner of Precinct No. 2, V.A.C.S., are expressly reserved by the Board of Commissioners. If First Party fails to abide by the conditions of this contract,

Ray Spradery
P.O. BOX 163
BLOOMBURG, TEXAS 75556
903-728-5876

Chas. H. Weich
County Judge

Yaddis Lunday
Commissioner

Tommy Stanley
Commissioner

David Loyd
Commissioner

Chas. H. Weich
Commissioner

9-19-95

95

expired 90 days.

County Clerk's Memo
Portions of this document not
reproducible when recorded

FILED
REX A. SHAW
COUNTY CLERK
95 SEP 25 PM 12:01
UPSHUR COUNTY, TX.
DEPUTY

VOL. 44 PG 803

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned Robertson Logging, 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) _____
Muledeer Rd.

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.

William Robertson
First Party Signature

Chas. W. Bell
County Judge

Rt. 1 Box 101
Street or Box

Wadley Lindsey
Commissioner 1

Ore City, Texas 75683
City, State and Zip Code

Tommy Starling
Commissioner 2

903-968-6484
Telephone

David Royal
Commissioner 3

Hogg
Timber Tract

Chas. W. Bell
Commissioner 4

9-11-95
Date Signed

Date Signed

Permit issued for a period not to exceed 90 days.

FILED
REX A. SHAW
COUNTY CLERK
95 SEP 25 PM 12:01
UPSHUR COUNTY, TX
BY _____
DEPUTY

VOL 44 PG 804

APPLICATION FOR FILLING ABANDONED WELL

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

RE: ABANDONED WELL OWNED BY JAMES W. EITEL

LEMON TRAIL ROAD.

GENTLEMEN:

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

RESPECTFULLY YOURS,

James W. Eitel

ROUTE 8 BOX 191

GILMER, TEXAS 75644

734-7447

PRECINCT # 3

DATE 9-13-95

APPROVED _____ REJECTED _____

Charles L. Still
CHARLES L. STILL, COUNTY JUDGE

Gaddis Lindsey
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 SEP 25 PM 12:01
UPSUR COUNTY, TX
BY _____
DEPUTY

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY
TO: THE UPSHUR COUNTY COMMISSIONERS COURT
COUNTY OF UPSHUR
GILMER, TEXAS

PRECINCT 3

DATE 9-20-95

Formal notice is hereby given that TED SMITH whose
principal address is RT. 8 BOX 1160 GILMER, TX 75640 does propose to
place a CULVERT within the ROW of County
Road LOBLOLLY LANE. The location and description
of the proposed lines or appurtenances is more fully shown by
three (3) copies of drawings attached to this application.
Proposed construction will begin, if approved, on or after the
 day of , 19 .

I, , hereby attest that I have read the
conditions set forth in this application and understand it's
contents. NAME TED SMITH TITLE

734-7970

APPROVAL OF PERMIT APPLICATION

The Upshur County Commissioners Court offers no objections to
the location on the right of way of your proposed
as shown by accompanying drawings and notice dated ,
except as noted below:

It is expressly understood that the Upshur County Commissioners
Court does not purport, hereby, to grant any right, claim,
title, or easement in or upon this county road; it is further
understood that in the future should for any reason Upshur
County need to work, improve, relocate, widen, increase, add
to or in any manner change the structure of this right of way,
this appurtenance, if affected, will be moved under the
direction of the Upshur County Commissioners Court
representative and shall be relocated at the complete expense
of the owner within thirty (30) days upon receipt of notice from
the Commissioners Court.

All work on the County right of way shall be performed in
accordance with the Commissioners Courts instructions. The
installation shall not damage any part of the roadway and
adequate provisions must be made to cause minimum inconvenience
to traffic and adjacent owners. Specifications for placing this
line are as follows:

1. Barricades, warning signs, lights and flagmen when
necessary shall be provided by the contractor or owner. One half
of the traveled portion of the road must be open at all times.
2. All lines, where practicable, shall be located to cross
roadbed at approximately right angles. No lines are to be
installed under or within 50 feet of either end of any bridge.
No lines shall be placed in any culvert or within 10 feet of
the closest point of same.
3. Parallel lines will be installed as near the right of way
lines as possible and no parallel line will be installed in the
roadbed or between the drainage ditch and the roadbed without
special permission of the County Commissioners Court.

VOL 44 PG 805

VOL. 44 PG 806



CHARLES L. STILL
COUNTY JUDGE

P. O. BOX 790
GILMER, TEXAS 75644

September 19, 1995

Ms. Laverne Moore
Assistant to M.H.M.R. Board
P.O. Box 6800
Longview, Texas 75608

Ms. Moore,

Please accept this letter as Upshur County appointment of Ms. Sharon Putman as Upshur County's representative on the Sabine Valley M.H.M.R. Board. We feel Ms. Putman is uniquely qualified to serve on this board. She has previously served on the Public Responsibility Committee of Sabine Valley. She is also a teacher, a family person and very involved in Upshur County activities.

Please submit to Ms. Putman any information you feel she may need to prepare herself for service on this committee.

Sincerely,

Charles L. Still
Upshur County Judge

Gaddis Lindsey
Commissioner Pct. #1

David Loyd
Commissioner Pct. #3

Tommy Stanley
Commissioner Pct. #2

Charles K. Thompson
Commissioner Pct. #4

FILED
REX A. SHAW
COUNTY CLERK
95 SEP 26 PM 12:18
L. J. ... M. T. K.
OR _____
CERTIFY



CHARLES L. STILL
COUNTY JUDGE
P O BOX 790
GILMER, TEXAS 75644

September 19, 1995

Ms. Hazel Poe
Staff Liaison
1306 Pine Tree Rd.
Longview, Texas 75604

Ms. Poe,

Please accept this letter as to the appointment of Ms. Iris Harte to the Public Responsibility Committee of Sabine Valley Center-M.H.M.R. Her term will run through November 2, 1996.

Please advise the Court near the termination of this appointment to allow time to re-appoint or find a replacement for this very important committee assignment.

Sincerely,

Charles L. Still
Charles L. Still
Upshur County Judge

Gaddis Lindsey
Gaddis Lindsey
Commissioner Pct. #1

Tommy Stanley
Tommy Stanley
Commissioner Pct. #2

David Loyd
David Loyd
Commissioner Pct. #3

Charles K. Thompson
Charles K. Thompson
Commissioner Pct. #4

FILED
REX A. SHAW
COURT CLERK
95 SEP 26 PM 12:48
UPSHUR COUNTY, TX
BY _____
DEPUTY

cc: Ms. Iris Harte
Commissioner Court Minutes



CHARLES L. STILL
COUNTY JUDGE
P O BOX 790
GILMER, TEXAS 75644

September 19, 1995

Ms. Hazel Poe
Staff Liaison
1306 Pine Tree Rd.
Longview, Texas 75604

Ms. Poe,

Please accept this letter as to the appointment of Ms. Nelda Strube to the Public Responsibility Committee of Sabine Valley Center-M.H.M.R. Her term will run through February 2, 1996.

Please advise the Court near the termination of this appointment to allow time to re-appoint or find a replacement for this very important committee assignment.

Sincerely,

Charles L. Still
Upshur County Judge

Gaddis Lindsey
Commissioner Pct. #1

Tommy Stanley
Commissioner Pct. #2

David Loyd
Commissioner Pct. #3

Charles K. Thompson
Commissioner Pct. #4

cc: Ms. Nelda Strube
Commissioner Court Minutes

FILED
REX A. SMITH
COUNTY CLERK
95 SEP 26 PM 12:48
GILMER, TEXAS

**INTERLOCAL AGREEMENT
BY AND BETWEEN
UPSHUR COUNTY & SMITH COUNTY**

**STATE OF TEXAS ()
COUNTY OF SMITH ()**

This Agreement is entered into by and between Upshur County, hereinafter referred to as ("UPSHUR"), a political subdivision of the State of Texas, with the authorization of its governing body, and Smith County, hereinafter referred to as ("SMITH"), a political subdivision of the State of Texas, with the authorization of its governing body.

W I T N E S S E T H

WHEREAS, The parties hereto are authorized to enter into this Interlocal Agreement pursuant to Section 791.001 et seq. of the Texas Government Code, also known as the Interlocal Cooperation Act; and

WHEREAS, UPSHUR is the owner of a road bridge known as the Big Sandy Creek Bridge, herein after referred to as ("the bridge"); and

WHEREAS, UPSHUR is desirous of having the bridge removed for the purpose of constructing a new bridge; and

WHEREAS, SMITH owns certain equipment which can be used for the lifting and moving of the bridge; and

WHEREAS, UPSHUR owns no such equipment and would otherwise be unable to lift and move the bridge but for entering into this Interlocal Agreement; and

WHEREAS, Both governing bodies hereto believe that entering into this Agreement is in the public interest and safety because it will facilitate the removal of

a defective bridge on which the traveling public has been using; and

WHEREAS, UPSHUR is desirous of contracting with SMITH to remove the bridge;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, as well as other good and valuable consideration stated herein below, the parties mutually agree as follows:

PURPOSE

It is the purpose of this Interlocal Agreement to set forth the terms, rights and duties of the parties whereby SMITH is to provide certain governmental functions and services limited to the undertaking of a single project for the lifting and moving of the bridge located within the county of UPSHUR.

TERMS, RIGHTS AND DUTIES

1. **Services.** SMITH, by and through its County Road & Bridge Department, under the supervision of its County Road Engineer, agrees to lift and move the bridge for UPSHUR. SMITH shall do so to the extent expressed by its County Road Engineer in the Project's Estimate prepared by SMITH'S Road Engineer and attached hereto as Exhibit "A" and incorporated herein for all purposes. It is expressly agreed that SMITH is to provide all equipment and operators as deemed appropriate by its Road Engineer for completion of this project. It is expressly agreed that SMITH will lift the bridge and lower it in the immediate vicinity only, and UPSHUR is responsible for any further disposition of the bridge.

2. **No Warranties.** NEITHER THIS INTERLOCAL AGREEMENT NOR THE

SHALL CREATE OR CONSTITUTE ANY WARRANTY THAT SUCH PROJECT, AS A WHOLE OR ANY COMPONENT PART THEREOF, SHALL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER, THAT SUCH PROJECT SHALL BE FIT FOR ITS INTENDED PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED.

3. Compensation. UPSHUR and SMITH agree that SMITH shall receive from UPSHUR compensation for all materials and services rendered hereunder based upon the actual work done by SMITH for the particular project performed pursuant to this contract. The project, as defined in writing in the Project's Estimate attached hereto as Exhibit "A" sets forth the estimated compensation to be paid to SMITH, such compensation to be an amount that fairly compensates SMITH for the services and functions performed under the agreement as required pursuant to Section 791.011(c) of the Texas Government Code. UPSHUR shall not be charged for any labor or materials furnished by UPSHUR. Should the actual cost exceed the estimated compensation as set forth in the Project's Estimate, UPSHUR hereby expressly agrees to pay SMITH for said costs so that SMITH is fairly compensated for the services and functions performed under the agreement as required pursuant to Section 791.011(c) of the Texas Government Code. Furthermore, UPSHUR expressly represents that it is able to pay for said project from current county revenues as is required pursuant to Section 791.011 (d)(3) of the Texas Government Code.

4. Indemnification. UPSHUR hereby agrees to assume full responsibility for any and all posting of prudent warning signs during SMITH'S lifting and moving of the

bridge. Additionally, UPSHUR hereby agrees to assume full responsibility for any and all injuries or accidents which may occur on or about the premises/area of the bridge and hereby expressly agrees to indemnify and hold SMITH harmless from any and all claims, damages, or otherwise relating to persons or property regardless of the cause or causes associated with the bridge removal project contemplated in this Agreement.

5. Closed Roads. Should it become necessary, in the sole discretion of SMITH'S Road Engineer, to deny public access to any county road or roads, or portions thereof, during the performance of any service requested pursuant to this agreement, SMITH'S Road Engineer shall so notify UPSHUR'S County Judge in writing, and it may be submitted at any time during the performance of any services requested hereunder. Upon receipt of said written notice, the Commissioners Court of UPSHUR shall promptly act to close said road or roads or portions thereof, and SMITH shall have no further obligation for the performance of any services hereunder unless and until said UPSHUR roads or roads or portions thereof are closed to the public. In the event any such closure results in the denial of public access by any third party to private property, UPSHUR, at its sole cost and expense, shall provide such alternative access as may be required by law. SMITH shall have no obligation to provide alternative public access in the event of such closure.

6. Force Majeure. In the event that the performance by SMITH of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of

God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any person or persons not a party or in privity hereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

7. Venue and Choice of Law. The obligations and undertakings of each of the parties to this agreement shall be performable in UPSHUR County, Texas, and this agreement shall be governed by and construed in accordance with the laws of the State of Texas.

8. Entirety/Modification. This agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed. Any prior agreements, promises, negotiations, or representations not expressly contained in this agreement are of no force and effect. Any oral representations or modifications concerning this agreement shall be of no force or effect, excepting a subsequent modification in writing signed by the party to be charged and expressly authorized by the governing body of such party. No official, representative, employee, or agent of SMITH has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioner's Court of SMITH.

9. Non-Assignment of Rights. No assignment of this agreement or of any right accruing hereunder shall be made in whole or in part by UPSHUR without the prior written consent of SMITH by and through its Commissioners Court.

10. Successors and Assigns. This agreement shall be binding upon and inure to the benefit of the successors in office and assigns of the respective parties hereto.

11. **Notice.** Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or certified mail, return receipt requested, when mailed to the proper party, at the following addresses:

SMITH COUNTY
c/o Larry Craig, County Judge
100 N. Broadway, Suite 304

Tyler, Texas 75702

UPSHUR COUNTY
c/o County Judge

P.O. Box 790

Gilmer, Tx. 75644

Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

12. **Term.** The undertaking and completion of the project described in this agreement shall be at the sole discretion of SMITH'S Road Engineer so long as performance is complete within ninety (90) days from the date the last party has approved this agreement assuming no applicable force majeure provision applies.

13. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the Agreement, and the Agreement shall be construed as if such invalid, illegal and unenforceable provision had never been included in the Agreement.

APPROVED by the SMITH County Commissioners Court on the 25th day of September, 1995, and executed by Larry Craig, County Judge as the authorized representative of SMITH.

ATTEST:
COUNTY CLERK

SMITH COUNTY

BY: Mary Morris

BY: Larry Craig
LARRY CRAIG, County Judge

APPROVED:

Kevin P. Ferrum
ASST. DISTRICT ATTORNEY

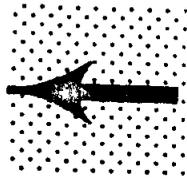
APPROVED by the UPSHUR County Commissioners Court on the 25th day of September, 1995, and executed by Charles Still County Judge as the authorized representative of UPSHUR.

ATTEST:

UPSHUR COUNTY

BY: [Signature]

BY: Charles Still
COUNTY JUDGE



FILED
REX A. SHAW
COUNTY CLERK
95 SEP 28 AM 8:16
UPSHUR COUNTY, TX.
BY _____
FEE/1111

Date: 9-25-95

COMMISSIONER COURT
ATTENDANCE SHEET

Name	City of Residence
Myra Harris	Palmer
Dona Dugg	Palmer
Buck Crow	GILMER
B. Hill Jr	Palmer
Russ Drene	GILMER
Bill Gatterson	GILMER

FILED
REX A SH/
95 SEP 26 AM 9:16
U.S. DISTRICT COURT
BY _____ PERITY

VOL. 44 PG. 818