



UPSHUR COUNTY COMMISSIONERS COURT

**GILMER, TEXAS
 COMMISSIONERS COURT
 REGULAR SESSION
 OCTOBER 9, 1995
 9:00 AM**

1. Approve the minutes of the meeting held on 9-29-95.
2. Approve the payment of the bills now due.
3. Approve payroll changes.
4. Meet with Bob Jones of RIM Enterprises to approve the Administrative contract for Bi County Water.
5. Meet with Sara Dumas and Bob Jones concerning Texas Capital Fund.
6. Discuss obtaining 911 material from Randall Pritchett and take some action.
7. Consider request by Chamber of Commerce to place a moonwalk on the county's vacant lot by the Roberts Building during the Yamboree.
8. Approve the Treasurer's reports.
9. Approve budget amendments.
10. Approve the financial statement.
11. Accept resignation of Tommy Stanley from the Economic Development Board and consider his request to be nominated to the Appraisal District Board of Directors.
12. Consider someone to replace Tommy Stanley on the Economic Development Board.
13. Complete nominations to Upshur County Appraisal District Board. Must be by resolution.
14. Discuss request by PBX to examine the county's phone bills.
15. Discuss Sprint Cellular position on cellular phones.
16. Discuss road use policy changes.
17. Accept for recording purposes only a letter from Ramah Hudson concerning Heart Club equipment.
18. Consider bids on food for the County Jail.
19. Open bids on junk iron and used equipment for Pct. 3.
20. Hear J. B. Hill concerning copies.
21. Hear any persons not on agenda but take no action.
22. Approve applications for use of Upshur County roads and right of way.
23. Consider approval or disapproval of Juvenile Probation budget.
24. Place in court minutes the notice of payment for the Big Sandy Bridge. For recording purposes only.
25. Approve deputations for Tax Assessor-Collector's Office.
26. Resolution relating to railroad crossing safety.
27. Consider items to be placed in court minutes for recording purposes only.

Charles L. Still

Charles L. Still
 County Judge

FILED
 OCT 10 1995
 8:03 AM
 OCT 9 1995
 8:03 AM
 OCT 9 1995

UPSHUR COUNTY COMMISSIONER'S COURT
10-9-1995

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

1. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO APPROVE MINUTES OF MEETING HELD 9-29-1995. MOTION CARRIED.
2. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO APPROVE PAYMENT OF BILLS NOW DUE. MOTION CARRIED. COPY OF BILLS ATTACHED.
3. MOTION BY KENNY THOMPSON SECONDED BY DAVID LOYD TO APPROVE PAYROLL CHANGES FOR THE FOLLOWING PEOPLE: JANIS CHILDRESS, DUE TO NEW HIRE, AND FOR CLAUDENE BOWDEN, LARRY FORTSON, JANET WILLIAMS, RICHARD LINGLE, BOBBY SANDERS AND ELIZABETH BEAN, ALL DUE TO LONGEVITY INCREASES. MOTION CARRIED. COPIES OF ALL ATTACHED.
4. MOTION BY TOMMY STANLEY SECONDED BY DAVID LOYD TO APPROVE JUDGE CHARLES STILL SIGNING CONTRACT FOR ADMINISTRATIVE SERVICES AND CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES FOR BI COUNTY WATER. MOTION CARRIED. COPY OF BOTH CONTRACTS ATTACHED.
5. MOTION BY KENNY THOMPSON SECONDED BY DAVID LOYD TO APPROVE THE COUNTY BEING THE LEGAL APPLICANT FOR A TEXAS CAPITAL FUND, WITH MAYHAN FABRICATORS AS THE BENEFITTING BUSINESS. MOTION CARRIED.
6. MOTION BY GADDIS LINDSEY SECONDED BY KENNY THOMPSON TO APPROVE COMMISSIONER GADDIS LINDSEY WRITING A LETTER TO RANDALL PRITCHETT REQUESTING THE MASTER STREET ADDRESS GUIDE, MAPS AND ANYTHING PERTAINING TO THE 911 CONTRACT. ALSO IN THIS REQUEST, MR. LINDSEY WILL ASK FOR A SPECIFIC DATE AS TO WHEN THIS WILL BE CLOSED OUT. MOTION CARRIED.
7. MOTION BY KENNY THOMPSON TO REJECT REQUEST BY CHAMBER OF COMMERCE TO PLACE A MOONWALK ON THE COUNTY'S VACANT LOT BY THE ROBERTS BUILDING DURING THE YAMBOREE. MOTION DIED FROM LACK OF SECOND. MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO APPROVE REQUEST BY UPSHUR COUNTY CHAMBER OF COMMERCE TO PLACE A SPOOKHOUSE ON THE VACANT LOT BY THE ROBERTS BUILDING DURING THE YAMBOREE. MOTION CARRIED.
8. MOTION BY KENNY THOMPSON SECONDED BY DAVID LOYD TO APPROVE THE TREASURER'S MONTHLY AND QUARTERLY REPORT. MOTION CARRIED. COPIES OF BOTH REPORTS ATTACHED.
9. THERE WERE NO BUDGET AMENDMENTS.

10. COUNTY AUDITOR, DONA FLIPPO, PRESENTED TO THE COURT A PRELIMINARY COPY OF THE FINANCIAL STATEMENTS FOR THE MONTH OF AUGUST.

11. MOTION BY GADDIS LINDSEY SECONDED BY DAVID LOYD TO APPROVE ACCEPTING LETTER OF RESIGNATION SUBMITTED BY COMMISSIONER TOMMY STANLEY TO RESIGN FROM THE ECONOMIC DEVELOPMENT BOARD AND TO APPROVE HIS NOMINATION TO THE APPRAISAL DISTRICT BOARD OF DIRECTORS. MOTION CARRIED. COPY OF LETTER OF RESIGNATION ATTACHED.

12. MOTION BY KENNY THOMPSON SECONDED BY GADDIS LINDSEY TO APPROVE APPOINTING COMMISSIONER DAVID LOYD TO THE ECONOMIC DEVELOPMENT BOARD. MOTION CARRIED.

13. SEE ITEM #11.

14. MOTION BY GADDIS LINDSEY SECONDED BY DAVID LOYD TO APPROVE TABLING AGENDA ITEM CONCERNING REQUEST BY PBX TO EXAMINE THE COUNTY'S PHONE BILLS. ACTION WILL BE TAKEN IN TWO WEEKS. MOTION CARRIED.

15. MOTION BY KENNY THOMPSON SECONDED BY DAVID LOYD TO APPROVE TABLING AGENDA ITEM CONCERNING THE SPRINT CELLULAR PHONES. MOTION CARRIED. ACTION WILL BE TAKEN IN TWO WEEKS.

16. MOTION BY DAVID LOYD SECONDED BY GADDIS LINDSEY TO APPROVE TABLING AGENDA ITEM CONCERNING ROAD USE POLICY CHANGES.

17. MOTION BY GADDIS LINDSEY SECONDED BY KENNY THOMPSON TO APPROVE ACCEPTING FOR RECORDING PURPOSES ONLY A LETTER FROM RAMAH HUDSON TO THE COUNTY JUDGE STATING: AS THE EX-PRESIDENT OF THE UPSHUR COUNTY HEART CLUB I AUTHORIZE THE UPSHUR COUNTY SENIOR CITIZENS GROUP TO TAKE POSSESSION OF THE WHEEL CHAIRS, HOSPITAL BEDS AND ANY OTHER EQUIPMENT THE HEART CLUB OWNS AND USE IT FOR THE BENEFIT OF THE PEOPLE OF UPSHUR COUNTY. THIS PROPERTY IS PRESENTLY STORED IN THE COUNTY OWNED ROCK BUILDING. MOTION CARRIED. COPY OF LETTER ATTACHED.

18. MOTION BY DAVID LOYD SECONDED BY KENNY THOMSON TO APPROVE ACCEPTING PARTS OF ALL BIDS PREVIOUSLY SUBMITTED FOR FOOD FOR THE COUNTY JAIL. BIDS WERE SUBMITTED BY MAPELLI FOOD, SYSCO AND WHITE SWAN. COPIES OF ALL BIDS ATTACHED.

19. NO ACTION TAKEN ON AGENDA ITEM CONCERNING BIDS ON JUNK IRON AND USED EQUIPMENT IN PCT. #3. MOTION BY DAVID LOYD SECONDED BY GADDIS LINDSEY TO RE-ADVERTISE FOR BIDS THAT WILL BE OPENED 10-31-1995.

20. NO ACTION TAKEN ON AGENDA ITEM CONCERNING J. B. HILL AND SENIOR CITIZENS GROUP USING COUNTY'S COPY MACHINES.

21. NO ACTION TAKEN ON AGENDA ITEM CONCERNING HEARING ANY PERSONS NOT ON AGENDA BUT TAKING NO ACTION.

22. MOTION BY DAVID LOYD SECONDED BY GADDIS LINDSEY TO APPROVE REQUEST OF CITY OF GLADEWATER ASKING COUNTY TO CLEAR OVER HANGING TREES ON SOUTH RODEO, POUNCY STREET, WEST SHEPPARD AND CHESTNUT STREET. MOTION CARRIED. COPY OF REQUEST ATTACHED.

MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANELY 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:

PERMIT APPLICATION SUBMITTED BY CW RESOURCES TO ROAD BORE UNDER ROW OF WHITE OAK ROAD.

PERMIT APPLICATION SUBMITTED BY ROYLENE CRUTCHER TO INSTALL A CULVERT IN ROW OF VIOLET ROAD.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY PRUITT RESOURCES TO HAUL LOGS ON AZALEA ROAD.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY AMMACO PRODUCTION COMPANY TO HAUL HEAVY EQUIPMENT ON GREENHILLS AND HILLCREST ROADS.

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

23. MOTION BY KENNY THOMPSON SECONDED BY DAVID LOYD TO APPROVE TABLING AGENDA ITEM APPROVING OR DISAPPROVING OF JUVENILE PROBATION BUDGET. MOTION CARRIED.

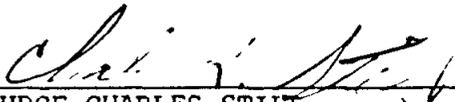
24. NOTICE OF PAYMENT FOR THE BIG SANDY BRIDGE PLACED INTO COURT MINUTES FOR A MATTER OF RECORD ONLY.

25. MOTION BY DAVID LOYD SECONDED BY KENNY THOMPSON TO APPROVE DEPUTATIONS OF GAIL WEIR, RONNIE CALDWELL AND MEREDYTHE RAWLS FOR TAX ASSESSOR-COLLECTORS OFFICE. MOTION CARRIED. COPIES ATTACHED.

26. MOTION BY DAVID LOYD SECONDED BY KENNY THOMPSON TO APPROVE ADOPTING RESOLUTION TO PROMOTE RAILROAD GRADE CROSSING SAFETY ON UPSHUR COUNTY. MOTION CARRIED. COPY OF RESOLUTION ATTACHED.

27. MOTION BY DAVID LOYD SECONDED BY KENNY THOMPSON TO APPROVE PLACING INTO COURT MINUTES FOR A MATTER OF RECORD ONLY THE ATTENDANCE SHEET, LIBRARY REPORT FOR SEPTEMBER AND A LETTER FROM CASA OF UPSHUR COUNTY. MOTION CARRIED. COPIES OF ALL ATTACHED.

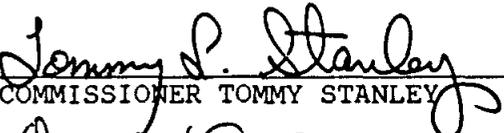
MOTION BY KENNY THOMPSON SECONDED BY DAVID LOYD TO ADJOURN.
MOTION CARRIED.



JUDGE CHARLES STILL



COMMISSIONER GADDIS LINDSEY



COMMISSIONER TOMMY STANLEY



COMMISSIONER DAVID LOYD



COMMISSIONER CHARLES K. THOMPSON

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 10/09/95 thru 10/20/95

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
50953-AP	10/09/95	A & E MILL AND WELDING SUPPL	\$190 65	\$43 00	PCT#2-CUST#17300/WELDING JACKET, WRENCH, OX275
				\$61 80	PCT#2-CUST#173000/WELDING RODS, TIPS
				\$10 10	PCT#4-CUSTOMER#173125/CYLINDER RENTAL (ACEM, OX150)
				\$55 55	PCT#1-CUST#172980/CYLINDER RENTAL (ACEM(5); OX275(6)
50954-AP	10/09/95	ACCU CHEM LABORATORIES	\$384 50	\$20 20	PCT#2-CUST#173000/CYLINDER RENTAL/ACEL(1); OX275(3)
				\$80 50	CCP-PROFILES 9/11, 5, 6/95
50955-AP	10/09/95	ALFRED H. FOWLER, D D S	\$497 00	\$11 50	CCP-PROFILES 9/7/95
				\$34 50	CCP-PROFILES 9/8/95
				\$20 00	CCP-PROFILES 9/11/95
				\$57 50	CCP-PROFILES 9/13/95
				\$68 00	CCP-PROFILES 9/14/95
				\$34 50	CCP-PROFILES 9/15/95
				\$69 00	CCP-PROFILES 9/18/95
50956-AP	10/09/95	AMERICAN BLDG MAINTENANCE CO	\$3,008 35	\$149 00	CO JAIL-SANDRA DUFFEY/DENTIST 9/21/95
				\$141 00	CO JAIL-ANTHONY RAY/DENTIST 9/21/95
				\$207 00	CO JAIL-JERRY CAHILL/DENTIST 9/21/95
50957-AP	10/09/95	ARAMARK UNIFORM SERVICES, IN	\$242 00	\$3,008 35	CO MAINT-JANITORIAL SERVICES FOR SEPT '95
50958-AP	10/09/95	AT & T INFORMATION SYSTEMS	\$15 73	\$48 76	PCT#1-CUST#5945001/UNIFORM SERVICE
				\$48 76	PCT#1-CUST#5945001/UNIFORM SERVICE
				\$48 16	PCT#1-CUST#5945001/UNIFORM SERVICE
				\$48 16	PCT#1-CUST#5945001/UNIFORM SERVICE
				\$48 16	PCT#1-CUST#5945001/UNIFORM SERVICE
50959-AP	10/09/95	ATLANTIC EMVELOPE COMPANY	\$834 19	\$477 75	CO TAX-E Z SCAN WINDOW ENVELOPES
50960-AP	10/09/95	BARRY WALLACE, ATTY	\$1,015 32	\$356 44	CO TAX-WINDOW ENVELOPES(35,000); WINDOW ENVELOPES(18,000); PLAIN ENVELOPES(5,000)
				\$755 32	D CT-CAUSE#403-94 SEARY MINOR CHILDREN 9/15&16/95
50961-AP	10/09/95	BLAZER RESOURCES, INC	\$84,490 00	\$250 00	D CT-CAUSE#11,555 GREGORY SCOTT VOOT
				\$10,150 00	PCT#4-(380) bbls ROAD OIL@17 50per bbl
50962-AP	10/09/95	BOGEL SALES INC	\$1,190 80	\$18,200 00	PCT#3-(1040) bbls ROAD OIL@17 50per bbl
				\$3,500 00	PCT#1-(200) bbls ROAD OIL@17 50per bbl
				\$6,737 50	PCT#4-(385) bbls ROAD OIL@17 50per bbl
				\$29,875 00	PCT#2-(1650) bbls ROAD OIL@17 50per bbl
				\$13,527 50	PCT#4-(773) bbls ROAD OIL@17 50per bbl
				\$3,500 00	PCT#1-CUST#2611/ROAD OIL(200 BBLs @ 17 50)
				\$266 30	CO BLDGS-ACCT#B70210/HAND SOAP, TOWELS, DEDDORANT

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

23 OCT 1995

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 10/09/95 thru 10/20/95

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
				\$375.00	IC-ACCT#870210/COPY PAPER
				\$549.50	IC-ACCT#870210/GREEN BAR PAPER
50963-AP	10/09/95	BOWIE COUNTY	\$932.00	\$932.00	D. CT-BRENT LEE WARD CASE (JUROR EXPENSES)
50964-AP	10/09/95	BROOKSHIRES	\$50.99	\$50.99	D A-SHELIA RUIZ/HOT CK RESTITUTION
50965-AP	10/09/95	CENTRAL UNITED LIFE INSURANC	\$888.53	\$888.53	GROUP 4269 09/29/95 PAYROLL DEDUCTIONS
50966-AP	10/09/95	CHAMBERLAIN'S HOME CENTER	\$145.39	\$44.40	CO. BLDGS-BULBS
				\$100.99	CO BLDGS-BULBS
50967-AP	10/09/95	CHRIS BROWN	\$69.02	\$69.02	SUP-REIMBURSE/238mi @ 29ea. 9/95
50968-AP	10/09/95	CITY DRUG COMPANY	\$6.53	\$6.53	SUP-TICKET#191197/PICTURES
50969-AP	10/09/95	COMMUNITY REHABILITATION	\$220.00	\$220.00	CCP-SEPT '95 (T EVANS)
50970-AP	10/09/95	CONTINENTAL BUSINESS PRODUCT	\$186.12	\$186.12	CO. CLK-BOOKENDS, BOOKCASE
50971-AP	10/09/95	CORRECTIONAL SECURITY SERVIC	\$300.00	\$150.00	SUP-ELECTR MONITORING/D NIGREVILLE (8'95)
				\$150.00	CCP-ELECT MONITOR/D NIGREVILLE (9'95)
50972-AP	10/09/95	D CHRISTINE NIXON	\$610.00	\$160.00	D CT-COURT REPORTING FOR 9/23/95 (FULL DAY)
				\$160.00	D CT-COURT REPORTING 9/21/95 (FULL DAY)
				\$240.00	D CT-COURT REPORTING
				\$50.00	9/28/95 (1/2 day) 9/29/95 (FULL DAY)
					D CT-TRANSCRIPT/TX vs GENE CARTER
50973-AP	10/09/95	DALE A BURROWS	\$422.24	\$422.24	D A-REIMBURSE/220mi @ 29ea, MELAS, PARKING, CAR RENTAL 9/26/95 @ CORPUS CHRISTI
50974-AP	10/09/95	DARRELL RAY	\$130.63	\$130.63	SUP-REIMBURSE/433mi @ 29ea; MEAL 9/95
50975-AP	10/09/95	DAYTOP VILLIAGE INC	\$55.99	\$55.99	ISP-SEPT 18'95 PHARMACY BILLING
50976-AP	10/09/95	DOLLAR STORE	\$20.57	\$20.57	D A-TINA STILL/HOT CK RESTITUTION
50977-AP	10/09/95	EAST TEXAS LUMBER	\$85.26	\$85.26	911-(42) EZY MIX, SAND&GRAVEL
50978-AP	10/09/95	EAST TEXAS RADIOLOGY CONSULT	\$7.52	\$7.52	IND-DONNA WILLIAMS/X-RAY 9/15/95
50979-AP	10/09/95	EASTEX TRUCK PARTS, INC	\$675.00	\$25.00	PCT#2-BRAKE PDD
				\$650.00	PCT#3-TRANSMISSION FOR OIL TRUCK
50980-AP	10/09/95	ECONOMY AUTO SUPPLY, INC	\$2,014.34	\$40.07	PCT#4-BRUSHES, TERM PAD, PAINT, HOSE
				\$50.00	PCT#3-SHOP LABOR
				\$2.10	PCT#4-LIGHT BULBS
				\$325.59	PCT#4-ALTERNATOR FOR REX MIXER, STARTER, WIRE, TERMINALS, CABLE, ELECTRICAL TAPE, HAND

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Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 10/09/95 thru 10/20/95

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Check #	AC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$16 34	CLEANER, TERMINALS
				\$1,299 19	PCT#3-BUSHING KIT
				\$46 44	PCT#3-ENGINE OVERHALL ON FORD TRACTOR
				\$149 39	PCT#3-TRANSMISSION FLUID, OIL
				\$84 72	PCT#3-CLUTCH, PRESSURE PLATE & BEARING
					PCT#3-MASTER CYLINDER, BRAKE FLUID
50981-AP	10/09/95	EDGE OFFICE PRODUCTS	\$79 60	\$79 60	10-BODK, RCPT, 4UP, CBMLS, TRIC
50982-AP	10/09/95	ETEX TELEPHONE COOP, INC	\$236 05	\$38 21	PCT#1-#734-5609/OCT 1'95 BILLING
				\$37 38	PCT#2-#762-6266/OCT 1'95 BILLING
				\$48 56	PCT#3-#734-5822/OCT '95 BILLING
				\$29 19	PCT#4-#762-6731/OCT 1'95 BILLING
				\$82 20	TEL-COMM-INSTALL LINE TO ORE CITY FOR TAX OFFICE, ADDITIONAL CHGS & TAX
50983-AP	10/09/95	EXPRESS LUBE DBA	\$24 95	\$24 95	PCT#0-CHEVY/OIL, FILTER, LABOR
50984-AP	10/09/95	FANNIN FARM EQUIPMENT	\$24 00	\$9 00	PCT#0-OXYGEN
				\$15 00	PCT#3-CYLINDER RENTAL/AUGUST-SEPTEMBER
50985-AP	10/09/95	FEDEX	\$85 65	\$85 65	CO, S-ACCT#1716-1325-6/SHIPMENTS TO HUNTSVILLE(3), COMPUTER /SHIPMENT TO RICHARDSON
50986-AP	10/09/95	FLUID POWER SERVICES, INC	\$290 05	\$290 05	PCT#4-HYDRAULIC CYLINDER REPAIR, LABOR
50987-AP	10/09/95	GALL'S INC.	\$77 93	\$77 93	CO, S-ACCT#4099537/JACKET(S, GRIFFIN) LIGHT HOLDER
50988-AP	10/09/95	GENERAL TELEPHONE COMPANY	\$233 50	\$33 21	TELE COMM-#1FD-3891/SEPT 19'95 BILLING
				\$35 01	TELE COMM-#1LA-3893/SEPT 19'95 BILLING
				\$35 01	TELE COMM-#1LA-3894/SEPT 19'95 BILLING
				\$35 01	TELE COMM-#1LA-3895/SEPT 19'95 BILLING
				\$32 06	CO TAX-#1FD-2004/SEPT 19'95 BILLING
				\$9 02	CO S-#13A-2703/SEPT 19'95 BILLING
				\$49 21	S, P-#22/1FD-2615 09/28/95 BILLING
50989-AP	10/09/95	GILMER CABLE TV CO, INC	\$308 00	\$60 00	CO JAIL-ACCT#13891/OCTOBER SERVICE
				\$248 00	NON. DEPT-ACCT#19446/RADIO MAINT. FOR 10/95
50990-AP	10/09/95	GILMER COUNSELING SERVICES	\$1,020 00	\$1,020 00	JUV PROB-AUGUST '95 COUNSELING
50991-AP	10/09/95	GILMER DRUG COMPANY	\$165 85	\$44 18	CO JAIL-TRACY WRIGHT, ARBERRY MOORE/PRESSCRIPTIONS
				\$9 76	CO JAIL-REBA CUEVAS/PRESSCRIPTION
				\$70 55	CO JAIL-HELEN WALKER/PRESSCRIPTIONS
				\$9 37	CO JAIL-SHAUN WEEKS, PRESCRIPTION
				\$31 37	CO JAIL-ARBERRY MOORE ASHLEY PEPRYMON/PRESSCRIPTIONS

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

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THE SOFTWARE GROUP, INC

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50992-AP	10/09/95	GILMER MEDICAL CENTER	\$512.14	\$360.00	CO JAIL-ALISA STARKS/MEDICAL 8/6/95
				\$25.00	JUV PROB-ACCT#950331288/M M 9/11/95
				\$25.00	JUV PROB-ACCT#950331113/M.R.A. 9/11/95
				\$25.00	JUV PROB-ACCT#950331101/R L H 9/11/95
				\$25.00	JUV PROB-ACCT#950331771/J D 9/13/95
				\$25.00	JUV PROB-DRUG TEST/J.D. 9/21/95
				\$27.14	IND-LYNN BROOM/X-RAY 9/25/95
50993-AP	10/09/95	GILMER OFFICE CENTER	\$465.36	\$104.23	JUV PROB-LEGAL SIZE FILE FOLDER FRAMES, PRESSBOARD FOLDERS, "CONFIDENTIAL" STAMP
				\$12.49	JUV PROB-OFFICE SUPPLIES
				\$144.45	JUV PROB-(45)4pt FOLDERS
				\$12.40	CO TAX-PROPRINTER IIIXL RIBBON
				\$90.36	CO TAX-PRINTRONIX RIBBONS FOR P-300 PRINTER
				\$19.90	CO_EXT-CARDSTOCK PAPER
				\$31.85	CO TREAS-CALENDAR REFILLS, IDEAL INK, INTEREST & DISC CALENDAR
				\$49.58	CO TREAS-LASER PRINTER LABELS
50994-AP	10/09/95	GILMER PRIMARY CARE-RHC	\$15,686.00	\$15,000.00	PRIM HEALTH-'95-96 BUDGET ALLOCATION
				\$23.00	CCP-S. WOOD/SUB ABUSE 9/18/95
				\$663.00	IND-PATIENT BILLINGS, 7/12-8/24/95
50995-AP	10/09/95	GRADY GILES	\$200.00	\$200.00	IPS-COMPUTER WORK (LABOR)
50996-AP	10/09/95	H&D TIRE & AUTOMOTIVE	\$2,244.23	\$11.52	PCT#3-BOLT, TOOL
				\$86.23	PCT#1-TIRE, RECYCLE FEE, FILES, LABOR
				\$4.00	CO S-LABOR - UNIT#20
				\$144.24	PCT#1-BOLTS, NUTS & WASHERS, TOOLS (2), TIPE HAMMER, TIRE SPOONS (2), TAP, PATCHES, GLUE, TIRE-TUBE STRETCHER
				\$66.98	PCT#3-SHOCKS, SWITCH, DRILL BIT, TAP
				\$39.98	PCT#4-BRAKE FLUID, GLOVES
				\$35.78	PCT#1-FILTERS (3)
				\$78.19	PCT#1-GREASE GUN, GREASE HOSE, TOWELS
				\$4.39	PCT#1-SPRING BOLT & NUT
				\$180.04	PCT#3-TIRES, RECYCLE FEE, LABOR
				\$313.15	PCT#2-CLUTCH KIT
				\$44.99	PCT#3-IMPACT WRENCH
				\$20.89	PCT#1-BOLTS & NUTS, TOOL
				\$338.49	PCT#1-SUPPORT BEARINGS (2), RADIATOR CAPS, BATTERY CLEANER, CABLE, ETC, BATTERY, RECYCLE FEE, HOSE ENDS (2), HOSE, SILVER SOLDER, ?
				\$21.00	PCT#1-TUBE
\$0.44	CO BLDG-1/2 IN CAP				
\$3.13	PCT#3-COIL WIRE				
\$60.13	PCT#3-VOLTAGE REGULATOR, ALTERNATOR				
\$66.00	PCT#3-ALTERNATOR, CORE CHARGE				
\$129.00	PCT#4-CHAIN, HOOKS, BREAKER				

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

23 OCT 1995

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 10/09/95 thru 10/20/95

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$10.37	CO. BLDGS-GASOLINE
51007-AP	10/09/95	KATHY LANGFORD	\$431.73	\$78.36 \$353.37	CO EXT-REIMBURSE/LODGING&MEALS@PLAND CO. EXT-REIMBURSE/1201mi@ 29ea. MEAL 9/95
51008-AP	10/09/95	KIRBY RESTAURANT SUPPLY	\$199.08	\$110.00 \$89.08	CO JAIL-SERVICE DISHWASHER/07/29/95-08/29/95 CO. JAIL-ACCT#7009/REPLACED FUSE, CHECKED_OUT UNIT FOR PROPER OPERATION
51009-AP	10/09/95	LANSDALE TV SALES&SERVICE	\$8.00	\$8.00	J. CTR-4 PATCH CORDS
51010-AP	10/09/95	LAWSON PRODUCTS, INC	\$879.61	\$879.61	PCT#2-CUSTOM TAILOR ASSEMBLY NUT&BOLTS BIN,FRGT
51011-AP	10/09/95	LAWYERS COOPERATIVE PUBLISHI	\$37.50	\$37.50	LAW LIB-ACCT#918116 83031/US SUPREME COURT REPORTS 2D V125 INTERIM
51012-AP	10/09/95	LETN	\$288.00	\$288.00	CO JAIL-VIDEO SERVICE 10/1-31/95
51013-AP	10/09/95	LISA VINES	\$191.76	\$191.76	PEER-REIMBURSE/280mi@ 29ea. MEALS, CELL PHONE 9/95
51014-AP	10/09/95	LLOYD'S BODY SHOP	\$179.10	\$179.10	PCT#3-'95 FORD PICKUP TRUCK DOOR GLASS
51015-AP	10/09/95	LONG MOTOR COMPANY, INC.	\$228.08	\$92.02 \$56.25 \$79.81	CO S-TRANS FILTER, TRANS FLUID, LABOR CO S-CHANGE FLUID & FILTER IN TRANS OF DODGE VAN CO S-UNIT#9/SERVICE TRANSMISSION
51016-AP	10/09/95	LONGVIEW ASPHALT INC	\$1,928.52	\$1,928.52	PCT#2-CUST#221772/OIL SAND(87 66 TON @ \$22.00)
51017-AP	10/09/95	LONGVIEW GLASS CO	\$140.00	\$140.00	J CTR-4X8CLEAR PLEXIGLASS FOR JAIL
51018-AP	10/09/95	MID-CONTINENT LIFE INSURANCE	\$36.00	\$36.00	SEPT '95 PAYROLL DEDUCTIONS/B1153
51019-AP	10/09/95	MIKE LOYD	\$352.40	\$352.40	VET. OFFICER-REIMBURSE/240mi@ 29ea. MEALS, LODGI NG, DUES
51020-AP	10/09/95	MILTON WYLIE	\$622.55	\$622.55	ISP-REIMBURSE/1535mi@ 29ea. MEALS, CELL PHONE 9/95
51021-AP	10/09/95	NATIONSBANK, NA	\$1,308.90	\$759.79 \$549.11	ISP, PEER-ACCT#1459-1459/SEPT 15/95 BILLING CCP-ACCT#1155-1155/BOOKS
51022-AP	10/09/95	NICHOLS MACHINERY COMPANY	\$4,455.96	\$165.20 \$1,285.20 \$3,005.56	PCT#1,2,3,4-ACCT#10546/LINKS, PUNCH, TOOL PCT#3-ACCT#10420/SUPER TINES PCT#1-ACCT#10546/GASKETS, CHAIN ASSY, OIL SEALS, SPROCKETS, BEARING, SPACERS, FREIGHT

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THE SOFTWARE GROUP, INC

Disbursements Made from 10/09/95 thru 10/20/95

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
51023-AP	10/09/95	NORTH EAST TEXAS TREATMENT C	\$100 00	\$100 00	CCP-WM SHANE WOOD/SUB ABUSE 9/13/95
51024-AP	10/09/95	OTIS ELEVATOR COMPANY	\$165 16	\$165 16	TY78748EA95/ELEVATOR SERVICE 10/1-31/95
51025-AP	10/09/95	PAUL BANNER	\$384 28	\$384 28	D CT-VISITING JUDGE EXPENSE 9/11-15/95
51026-AP	10/09/95	PEACHTREE PROFESSIONAL EDUCA	\$49 00	\$49 00	SUP-REGISTRATION/SHANE JACKSON(CRISIS RESPONSE TRAINING)
51027-AP	10/09/95	PEGUES - HURST MOTOR CO	\$7 08	\$7 08	PCT#3-RETAINER, BOLT
51028-AP	10/09/95	GULL CORPORATION	\$122 37	\$31 71	CO AUD-ACCT#00857133/INTERIOR FOLDERS, BOX BOTTOM HANGING FOLDERS
				\$10 74	CO AUD-ACCT#00857133/HANGING FILE FRAMES
				\$79 92	I. C -BIC RETRACTABLE PEN; AVERY FILE FOLDER LABELS
51029-AP	10/09/95	RANDY REEVES	\$197 67	\$197 67	CO EXT-REIMBURSE/616mi@ 29aa; MEALS 9/95
51030-AP	10/09/95	RICHARD A HAMER, M. D.	\$396 40	\$396 40	IND-DONNA LYNNE WILLIAMS/OFFICE VISIT, TREATMENT 9/19/95
51031-AP	10/09/95	RUSSELL TACKETT	\$1,000 00	\$1,000 00	PCT#2-MOTOR & TRANSMISSION
51032-AP	10/09/95	SAM HOUSTON STATE UNIVERSITY	\$75 00	\$75 00	JUV PROB-REGISTRATION/RONNIE MITCHELL, CHIEF PROB OFFICER
51033-AP	10/09/95	SHANE JACKSON	\$259 76	\$259 76	SUP-REIMBURSE/854mi@ 29aa; MEALS 9/95
51034-AP	10/09/95	SHARDN WATER SUPPLY CORP	\$15 28	\$15 28	PCT#4-ACCT#1133/SEPT 26'95 BILLING
51035-AP	10/09/95	SMITH OIL COMPANY	\$1,924 40	\$126 00	PCT#2-GREASE; BRAKE FLUID, OIL FILTER; FUEL FILTER FOR LOADER
				\$344 00	PCT#2-HYDROLIC FLUID; OIL
				\$82 00	PCT#1-BATTERY FOR BACKHDE
				\$62 00	PCT#1-BATTERY
				\$394 00	PCT#2-OIL, GREASE, BATTERY, TRANS TREATMENT
				\$519 00	PCT#3-HYD FLUID; FUEL CONDITIONER; ANTIFREEZE
				\$68 00	PCT#3-BATTERY
				\$248 40	PCT#3-OIL; LIQUID WRENCH; HAND CLEANER
				\$81 00	PCT#1-OIL, HAND CLEANER
51036-AP	10/09/95	SQBOL	\$25 00	\$25 00	PCT#3-CUST#551100/CYLINDER RENTAL(SM OXY(2); LG OXY(1); SM ACET(2)
51037-AP	10/09/95	SOUTHWESTERN BELL TELEPHONE	\$131 79	\$131 79	SUP-#665-3909/SEPT 15'95 BILLING
51038-AP	10/09/95	SPRINT CELLULAR	\$27 23	\$27 23	ISP-ACCT#GM00626/SEPT 11'95 BILLING
51039-AP	10/09/95	STEWART INSURANCE AGENCY	\$50 00	\$50 00	CO AUD-BOND/#13039680 DONA FLIPPO, AUDITOR

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 10/09/95 thru 10,20/95

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
					10/95
51040-AP	10/09/95	SWIFT INDEPENDENT PACKING	\$508 69	\$98 31 \$74 76 \$315 42	CO JAIL-CUST#17130/ASSORTED FOODS CO JAIL-CUST#17130/GROUND BEEF CO JAIL-CUST#17130/ASSORTED FOODS
51041-AP	10/09/95	SYSCO FOOD SYSTEMS, INC.	\$351 53	\$351 53	CO JAIL-CUST#288639/ASSORTED FOODS
51042-AP	10/09/95	T & S TRACTOR INC	\$152 23	\$11 79 \$37 24 \$103 20	PCT#4-ACCT#23083/CONNECTOR, O RING PCT#4-TEETH FOR BACKHOE, PINS PCT#4-BACKHOE TEETH
51043-AP	10/09/95	TACA	\$35 00	\$35 00	D CT-TERRI ROSS/MEMBERSHIP DUES
51044-AP	10/09/95	TEXAS COLLEGE OF PROBATE JUD	\$450 00	\$225 00 \$225 00	COMM CT-REGISTRATION/JO ANN LOFTIS CO CLK-REGISTRATION/ADDIE RENE MORRIS
51045-AP	10/09/95	TEXAS COUNTY PRINTING	\$2,248 55	\$2,248 55	ELECTION-ELECTION KITS, JUDGE'S KIT, EARLY VOIING BY MAIL KITS, SHIPPING
51046-AP	10/09/95	THE SOFTWARE GROUP, INC	\$1,285 00	\$1,285 00	CCP-ADULT PORBATION MAINT(10/1-12/31/95)
51047-AP	10/09/95	TOMMY STANLEY	\$43 90	\$43 90	COMM CT-REIMBURSE/110mi@ 29ea, ETCOG MEETING@HENDERSON
51048-AP	10/09/95	TRANSPORT LIFE INSURANCE COM	\$334 90	\$334 90	GROUP K44 09/29/95 PAYROLL DEDUCTIONS
51049-AP	10/09/95	TRUCK PARTS WORLD	\$53 53	\$53 53	PCT#2-BRAKE PDD, CLEARANCE LIGHT
51050-AP	10/09/95	TUDDR MERCANTILE CO , INC	\$9 51	\$6 57 \$2 94	PCT#2-FILES(3) PCT#2-LIGHT BULBS
51051-AP	10/09/95	TURNEY PLANTS FARM	\$706 00	\$355 00 \$351 00	D A-D J CHAFFIN SEPHUS/HOT CK RESTITUTION D A-D J CHAFFIN SEPHUS/HOT CK RESTITUTION
51052-AP	10/09/95	U T FISCAL AFFAIRS	\$51 26	\$23 45 \$10 05 \$17 76	IND-RAYNELL R SHIFLET/X-RAY 9/5/95 IND-RAYNELL R SHIFLET/CLINIC 9/5/95 IND-TERRY L SHIFLET/LAB, CLINIC 8/30/95
51053-AP	10/09/95	UNIVERSITY OF TEXAS HEALTH	\$24 46	\$24 46	IND-TERRY L SHIFLET/OFFICE VISIT 9/19/95
51054-AP	10/09/95	UPSHUR-RURAL ELECTRIC COOP ,	\$166 31	\$7 50 \$61 36 \$7 69 \$89 26	LAFAY BLDG-ACCT#505279486/SEPT 21'95 BILLING PCI#3-ACCT#902475305/OCT 2'95 BILLING WASTE-ACCT#10793251/OCT 4'95 BILLING PCT#1-ACCT#31885226/OCT 4'95 BILLING
51055-AP	10/09/95	VALU-LINE	\$440 71	\$440 71	TELE COMM-ACCT#87390/OCT 1'95 BILLING
51056-AP	10/09/95	VERMEER EQUIPMENT	\$41 17	\$41 17	PCT#2-CUST#03779/SWITCH

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THE SOFTWARE GROUP, INC

Disbursements Made from 10/09/95 thru 10/20/95

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
51057-AP	10/09/95	WAL-MART #146	\$308 37	\$308 37	D A-MEOSHA MCINTOSH/HOT CK RESTITUTION
51058-AP	10/09/95	WALMART STORE #146	\$456 70	\$111 09 \$7 39 \$95 59 \$148 98 \$93 65	CD S-FILM CD S-CUST#188/PHOTO PROCESSING CD S-FILM, VIDEO TAPE, BATTERIES CD S-TAPES, BATTERIES & FILM, MICRO RECORDER CD EXT-FOLDING TABLE, TABLE, BOARDS, SURGE PROTECTOR, MARKER, ORGANIZER
51059-AP	10/09/95	WEST SIDE FURNITURE	\$366 96	\$265 00 \$101 96	CO BLDG-EDGER PCT#4-CHAIN SAW PARTS-CHAINS, SPROCKETS, OILER, OIL CAP, PIN, GASKET, RING, FILES, FILE HANDLE, LABOR
51060-AP	10/09/95	WESTERN AUTO ASSOCIATE STORE	\$41 97	\$41 97	PCT#4-SHOVELS
51061-AP	10/09/95	WHITE SWAN, NORTH	\$232 46	\$232 46	CD JAIL-CUST#420711/ASSORTED FOODS
51062-AP	10/09/95	WHOLESALE SUPPLY COMPANY	\$297 06	\$297 06	I.C -STORAGE BOXES (3 DZ), STAKETTE PLASTIC LOCKING TRAYS, 3 X 3 STICKY NOTES, 3 X 3 STICKY NOTES, POST-IT FAX LABELS, 1 1/2 X 2 STICKY NOTES, POLYBOARD TRIMMING BOARD, 3 X 3 FAN-FOLD NOTES, SHIPPING
51063-AP	10/09/95	WILBURN INSURANCE AGENCY, IN	\$98 50	\$98 50	CONST#1-KEN, MAYFIELD #13735436/BOND 9/1-12/1/96
51064-AP	10/09/95	WILSON CULVERTS, INC.	\$1,290.40	\$1,290.40	PCT#1-ACCT#3079/STEEL CULVERTS
51079-AP	HC 10/10/95	GILMER NATIONAL BANK	\$400,000 00	\$400,000 00	CD#11895 PURCHASED@5 69%(90days)TO MATURE 1/08/96
51080-AP	HC 10/10/95	GILMER NATIONAL BANK	\$93,723 93	\$93,723 93	CD#11894 PURCHASED@5 69%(104days)TO MATURE 1/22/96
51081-AP	HC 10/10/95	GREGG COUNTY SHERIFF OFFICE	\$50 00	\$50 00	CD CT-CAUSE#7259/CITATION(O K BAIL BONDS)
51084-AP	10/10/95	BIG SANDY I S D	\$10,160 00	\$10,160 00	AVAIL SCHOOL-ALLOCATION OF FUNDS '94-95
51085-AP	10/10/95	GILMER I S D	\$33,660.00	\$33,660.00	AVAIL SCHOOL-ALLOCATION OF FUNDS '94-95
51086-AP	10/10/95	GLADEWATER ISD	\$9,060 00	\$9,060 00	AVAIL SCHOOL-ALLOCATION OF FUNDS '94-95
51087-AP	10/10/95	HARMONY I S D	\$9,950 00	\$9,950 00	AVAIL SCHOOL-ALLOCATION OF FUNDS '94-95
51088-AP	10/10/95	NEW DIANA I S D	\$11,290.00	\$11,290.00	AVAIL SCHOOL-ALLOCATION OF FUNDS '94-95
51089-AP	10/10/95	ORE CITY I S D	\$11,740 00	\$11,740 00	AVAIL SCHOOL-ALLOCATION OF FUNDS '94-95
51090-AP	10/10/95	PITTSBURG I S D	\$20 00	\$20 00	AVAIL SCHOOL-ALLOCATION OF FUNDS '94-95

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

23 OCT 1995

Approved Disbursements

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THE SOFTWARE GROUP, INC

Disbursements Made from 10/09/95 thru 10/20/95

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
51091-AP	10/10/95	UNION GROVE I. S. D.	\$9,670.00	\$9,670.00	AVAIL SCHOOL-ALLOCATION OF FUNDS '94-95
51092-AP	10/10/95	UNION HILL I. S. D.	\$4,450.00	\$4,450.00	AVAIL SCHOOL-ALLOCATION OF FUNDS '94-95
51093-AP	HC 10/11/95	POSTMASTER	\$1,062.98	\$1,062.98	CO TAX-1ST CLASS PRE-SORT(2923 @ 274,819 @ .32)
51094-AP	HC 10/12/95	MICHEAL SMITH, TAX COLLECTOR	\$150.00	\$150.00	SET UP CASH ACCOUNT FOR ORE CITY TAX OFFICE
51095-AP	HC 10/13/95	PRITCHETT WATER SUPPLY CORP	\$27.38	\$27.38	PCT#1-ACCT#1406/SEPT 26 '95 BILLING
51096-AP	HC 10/16/95	POSTMASTER	\$5,826.67	\$5,826.67	TAX-1ST CLASS PRE-SORT(18022 @ 274,277 @ .32)
51098-AP	HC 10/16/95	FLOWERS THRIFT STORE	\$78.00	\$78.00	CO JAIL-PURCHASE OF BREAD FOR INMATES
Total for AP - ACCOUNTS PAYABLE			\$758,894.66		

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UPSHUR COUNTY

A C C O U N T S P A Y A B L E S Y S T E M

23 OCT 1995

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THE SOFTWARE GROUP, INC

Disbursements Made from 10/09/95 thru 10/20/95

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
249-INS	HC 10/09/95	ACORDIA BENEFITS OF TEXAS, I	\$17,227 04	\$17,227 04	GROUP UPS01 MONTHLY COSTS FOR OCTOBER '95
250-INS	HC 10/13/95	BEHRENS INCORPORATED	\$1,914 17	\$1,914 17	GROUP #160, PAYMENT REGISTER DATED 10/06/95
251-INS	HC 10/17/95	BEHRENS INCORPORATED	\$1,172 80	\$1,172 80	GROUP #160, PAYMENT REGISTER DATED 10/13/95
Total for INS - INSURANCE			\$20,314 01		
Grand Total			\$779,208 67		

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UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PG 020
VOL 44

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10-9-95 Dept 403/Co CLERK
 Employee JANIS CHILDRESS
 Social Security No _____ Emp ID# _____

X	CHANGE(S)	FROM	TO
	Grade Step	<u>71</u>	
	Rate	<u>\$ 995.39/mo</u>	
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

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

Comments New position; 6 month introductory
PERIOD

Authorized by Raymond 10-2-95
 Approved by _____ Date _____

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10-1-95 Dept 489/TAX

Employee Claudene Bowden

Social Security No _____ Emp ID# 476

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

REASON(S) FOR THE CHANGE(S)			
	Hired		Re-Hired
	Introductory Period Ended		Merit Increase
	Promotion		Transfer
<input checked="" type="checkbox"/>	Longevity Increase		Demotion
	Re-evaluation of Job		Retirement
	Layoff		Discharged
	Leave-of-Absence		Other

Comments Longevity 4 years \$16/month

Authorized by [Signature]

Approved by _____ Date 10-5-95

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10-1-95 Dept 560/Co. Sheriff
 Employee Larry Jertson
 Social Security No. _____ Emp ID# 388

X	CHANGE(S)	FROM	TO
VOL 74	Grade Step		
	Rate		
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

<input type="checkbox"/>	Hired	<input type="checkbox"/>	Re-Hired
<input checked="" type="checkbox"/>	Introductory Probationary Period Ended	<input type="checkbox"/>	Merit Increase
<input type="checkbox"/>	Promotion	<input type="checkbox"/>	Transfer
<input checked="" 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. Longevity 7 years \$28/month

Authorized by Lorena Harris
 Approved by _____ Date 10-5-95

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10-1-95 Dept 650/Secretary
 Employee Janet Williams
 Social Security No _____ Emp ID# 390

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

\$163

REASON(S) FOR THE CHANGE(S)

<input type="checkbox"/>	Hired	<input type="checkbox"/>	Re-Hired
<input type="checkbox"/>	Introductory Period Ended	<input type="checkbox"/>	Merit Increase
<input type="checkbox"/>	Promotion	<input type="checkbox"/>	Transfer
<input checked="" 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 Longevity 7 years \$28/month

Authorized by Myra Harris

Approved by _____ Date 10-5-95

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10-1-95 Dept 565/C. Gail
 Employee Richard Single
 Social Security No. _____ Emp ID# 392

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"/>	Introductory Probationary Period Ended	<input type="checkbox"/>	Merit Increase
<input type="checkbox"/>	Promotion	<input type="checkbox"/>	Transfer
<input checked="" 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 Longevity 7 years \$ 23/month

Authorized by Marya Harris
 Approved by _____ Date 10-5-95

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10-1-95 Dept 560/C. Shift
 Employee Bobby Sanders
 Social Security No _____ Emp ID# 200

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"/> Introductory XXXXXX Period Ended	<input type="checkbox"/> Merit Increase
<input type="checkbox"/> Promotion	<input type="checkbox"/> Transfer
<input checked="" 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 Longevity 12 years \$48/month

Authorized by Mary Harris Date 10-5-95
 Approved by _____

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10-1-95 Dept. 565/Co. Jail
 Employee Elizabeth Bear
 Social Security No _____ Emp ID# 389

866
11/11

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"/> Introductory Period Ended	<input type="checkbox"/> Merit Increase
<input type="checkbox"/> Promotion	<input type="checkbox"/> Transfer
<input checked="" 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: Longevity 7 years @ 28/month

Authorized by Marya Starnes

Approved by _____

Date 10-5-95

CONTRACT FOR ADMINISTRATIVE SERVICES

PART I - AGREEMENT

95 OCT -9 PM 1:38

THIS AGREEMENT, made and entered into this 9th day of October, 1995, by and between the UPSHUR COUNTY COURT, State of Texas (hereinafter called the "COUNTY"), acting herein by Judge Charles L. Still, hereunto duly authorized, and R I M. Enterprises, Inc. (hereinafter called the "Consultant") acting herein by Robert L. Jones, Jr

WITNESSETH THAT:

WHEREAS, the County of Morris desires to implement a project under the general direction of the Texas Community Development Program; and

WHEREAS, the County desires to utilize the services of R I M. Enterprises, Inc to render certain administrative services in connection with the County's Urgent Need Fund project funded by Texas Department of Housing and Community Affairs,

NOW, THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

See Part II

2. Time of Performance

The services of R I M Enterprises will commence of October 9, 1995 In any event, all of the services required and performance hereunder shall be completed no later than September 19, 1997.

3. Access to Information

It is agreed that all information, data, reports and records necessary to carry out the work described above shall be furnished to R I M Enterprises by the County and its agencies. No charges will be made to R I M. for such information and the County will cooperate with R.I.M. Enterprises in every way possible to facilitate the performance of the work described in the contract.

4. Compensation and Method of Payment

The maximum compensation and reimbursement to be paid for the services listed above shall not exceed Twenty Five Thousand Dollars. Payment to Consultant shall be based upon satisfactory completion of identified services listed under Scope of Services. Any additional work above that listed below will be reimbursed to the Consultant at the hourly rate of \$42.50.

Payment shall be made in response to invoices submitted by the Consultant to the County. A detailed estimate of costs is enclosed as Part III of this agreement.

5. Indemnification

R I M Enterprises, Inc. shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency members from and against them, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the social security, workman's compensation, and income tax laws.

6. Miscellaneous Provisions

- a. This agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Upshur County, Texas.
- b. This agreement shall be binding upon and ensure to the benefit of the parties hereto and to their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in the 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 thereof and this Agreement shall not be construed as if such invalid or unenforceable provision had never been contained herein.

- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled
- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement

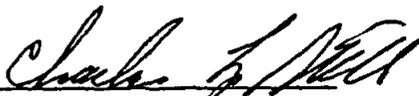
7. Terms and Conditions

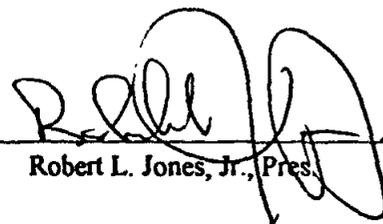
This Agreement is subject to the provisions titled "Terms and Conditions" and attached hereto and incorporated by reference herein.

IN WITNESS HEREOF, the parties have hereunto set their hands and seals

UPSHUR COUNTY

R.I.M. ENTERPRISES, INC.


Charles L. Still, Judge


Robert L. Jones, Jr., Pres.

PART II

SCOPE OF SERVICES

DETAILED ADMINISTRATIVE SUMMARY

1. Pre-grant Agreement Activities

- a. review TCDP contract for conformance with application
- b. present contract requirements to council
- c. execute all special conditions of contract

2. Financial Management

- a. establish internal controls
- b. establish cost accountability standards
- c. develop a chart of accounts
- d. develop journals and ledgers
- e. organize and maintain financial files
- f. financial reporting
- g. account for and document all other project expenditures
- h. maintain bank accounts and records
- i. prepare budget revisions as necessary
- j. oversee audit and close-out process

3. Project Management

- a. supervise procurement process
- b. attend and ensure compliance at bid openings
- c. monitor affirmative action programs
- d. contract execution and compliance
- e. enforce wage rate compliance
- f. verify contractor eligibility
- g. conduct pre-construction conferences
- h. project monitoring and periodic reporting

4. Equal Opportunity

- a. Section 3 Plan and Compliance
- b. Affirmative Action compliance monitoring and enforcement
- c. Equal Opportunity /Housing monitoring
- d. Complaint procedures and follow-up

5. Environmental Review

- a. Prepare Environmental Review Record
- b. Prepare Finding-of No Significant Impact
- c. Request Release of Funds
- d. Texas Historical Commission clearance
- e. Other Environmental compliance requirements

6. Real Property Acquisition (if applicable)

- a. Determine Properties to be acquired
- b. Prepare Preliminary Acquisition Notices
- c. Obtain Appraisal Services on behalf of locality
- d. Issue Written Offers of Purchase
- e. Completion of Acquisition Process

7. Relocation (if applicable)

- a. Determine Persons to be relocated
- b. Develop Relocation Procedures
- c. Provide Information and Counseling
- d. Identify Replacement Housing Needs
- e. Complete Relocation Processing and Forms

8. Other Administrative Functions

- a. Liaison with State and Federal representatives
- b. Assist in monitoring visits and follow-ups
- c. Prepare required reports and compliance reports
- d. Attend and supervise citizen participation meetings
- e. Maintain Status Reports

9. Economic Development Function (Applicable to Texas Capital Fund Projects)

- a. Monitor status of leveraged funds**
- b. Oversee execution of local loan contracts**
- c. Monitor employment creation and job goals**
- d. Assist in preparing hiring plan**
- e. Assist in developing loan reuse plan**
- f. Monitor project compliance with TDOC requirements as specified in the locality's grant agreement**

PART III

PROJECT COST ESTIMATES

R.I M Enterprises proposes to provide all required services and activities necessary to implement the Upshur County Urgent Need project from inception to completion for a total cost of \$25,000. R I M Enterprises will assume full responsibility for the administration of the project on behalf of Upshur County in full compliance with the grant agreement between Upshur County and the Texas Department of Housing and Community Affairs. The following is a cost estimate by line for the services to be provided

1) Establish Record keeping System.....	\$4,000.
2) Complete Special Conditions.....	\$4,500.
3) Acquisition Requirements.....	\$1,500.
4) Prepare Quarterly Reports	\$2,000
5) Oversee Bid letting and Award.....	\$2,000
6) Construction Compliance /Davis-Bacon	\$5,000.
7) Construction Completion	\$2,000.
8) Prepare Closeout Documents.....	\$3,000.
9) Audit.....	\$1,000.

TOTAL COST**\$25,000.**

PART IV

TERMS AND CONDITIONS

PROFESSIONAL MANAGEMENT, ENGINEERING AND/OR ARCHITECTURAL SERVICES

1. Termination of Contract for Cause. If, through any cause, the Firm shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this Contract, the City/County shall thereupon have the right to terminate this Contract by giving written notice to the Firm of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm under this Contract shall, at the option of the City/County, become its property and the Firm shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Firm shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of the Contract by the Firm, and the City/County may withhold any payments to the Firm for the purpose of set-off until such time as the exact amount of damages due the City/County from the Firm is determined.

2. Termination for Convenience of the City/County. The City/County may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Firm. If the Contract is terminated by the City/County as provided herein, the Firm will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Firm, Paragraph 1 hereof relative to termination shall apply.
3. Changes. The City/County may, from time to time, request changes in the scope of the services of the Firm to be performed hereunder. Such changes, including any increase or decrease in the amount of the Firm's compensation, which are mutually agreed upon by and between the City/County and the Firm, shall be incorporated in written amendments to this Contract.
4. Personnel.
 - a. The Firm represents that he/she has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City/County.
 - b. All of the services required hereunder will be performed by the Firm or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City/County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. Assignability. The Firm shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City/County thereto. Provided, however, that claims for money by the Firm from the City/County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City/County.
6. Reports and Information. The Firm, at such times and in such forms as the City/County may require, shall furnish the City/County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. Records and Audits. The Firm shall insure that the City/County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner which conforms to OMB Circular A-87, Section 570.490 of the Regulations, and this Contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Contract. City/County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.
8. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City/County.
9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Firm.
10. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City/County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
11. Equal Employment Opportunity. During the performance of this Contract, the Firm agrees as follows:
 - a. The Firm will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, handicap or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the

City/County setting forth the provisions of this non-discrimination clause.

- b. The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national origin.
 - c. The Firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
 - d. The Firm will include the provisions a. through c. in every subcontract or purchase order unless exempted.
12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
13. Section 109 of the Housing and Community Development Act of 1974.
- a. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
14. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.
- a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
 - b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 235, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
 - c. The contractor will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization

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or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training

- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

15. Section 503 Handicapped (if \$2,500 or Over) Affirmative Action for Handicapped Workers.

- a. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship
- b. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- c. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- d. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

- e. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
 - f. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
16. Interest of Members of a City/County. No member of the governing body of the City/County and no other officer, employee, or agent of the City/County who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract. and the Firm shall take appropriate steps to assure compliance.
17. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Firm shall take appropriate steps to assure compliance.
18. Interest of Firm and Employees. The Firm covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Firm further covenants that in the performance of this Contract, no person having any such interest shall be employed.

PROFESSIONAL ENGINEERING SERVICES

PART I - AGREEMENT

95 OCT - 9 PM 1:08

NO. 417 PG 879

THIS AGREEMENT, entered into this 9th day of October, 1995, by and between Upshur County, State of Texas (hereinafter called the "County") acting herein by Charles Still, County Judge hereunto duly authorized, and J.F. Fontaine & Associates, Inc. (hereinafter called "Firm") acting herein by Jerry F. Fontaine, P.E., President.

WITNESSETH THAT:

WHEREAS, the County of Upshur desires to implement a Improvement Program under the general direction of the Texas Community Development Program; and Whereas the County desires to engage J. F. Fontaine & Associates, Inc. to render certain services in connection with its "In Behalf of" - Bi-County Water Supply Corporation water distribution improvement.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

Part II, Scope of Services, is hereby incorporated by reference into this Agreement.

2. Time of Performance

The services of J. F. FONTAINE & ASSOCIATES, INC. shall commence on September 20, 1995. In any event, all of the services required and performed hereunder shall be completed no later than September 30, 1997.

3. Access to Information

It is agreed that all Information, data, reports, records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to J. F. FONTAINE & ASSOCIATES, INC. by the County and its agencies. No charge will be made to J. F. FONTAINE & ASSOCIATES, INC. for such information and the County and its agencies will cooperate with J. F. FONTAINE & ASSOCIATES, INC. in every way possible to facilitate the performance of the work described in the contract.

4. Compensation and Method of Payment

The amount of compensation and reimbursement to be paid hereunder shall be \$ 14,500.00. Payments to J. F. FONTAINE & ASSOCIATES, INC. shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Contract.

5. Indemnification

J. F. FONTAINE & ASSOCIATES, INC. shall comply with the requirements of all applicable laws, rules, and shall exonerate, indemnify, and hold harmless the County and its agency members, and shall assume full responsibility for payments of Federal, State and Local Taxes on contributions imposed or required under the Social Security, workman's compensation and income tax laws.

6. Miscellaneous Provisions

- a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Upshur County, Texas.
- b. This Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case 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 thereof and this Agreement shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.

7. Terms and Conditions

This Agreement is subject to the provisions titled "Part IV Terms and Conditions" and attached hereto and incorporated by reference herein.

IN WITNESSETH HEREOF, the parties have hereunto set their hands and seals.

Upshur

FIRM: J. F. FONTAINE & ASSOCIATES, INC.

BY: Charles L. Still
County Judge

BY: Jerry F. Fontaine
JERRY F. FONTAINE, P.E.

NOTE: This document has important legal consequences. Please consult with your legal counsel with respect to its completion or modification.

**PART II
PROFESSIONAL ENGINEERING SCOPE OF SERVICES**

The Engineering Firm shall render the following professional services necessary for the development of the project.

SCOPE OF SERVICES:

1. Attend preliminary conferences with the County regarding the requirements of the project.
2. Determine necessity for any acquisition of any additional real property/easements/right-of-ways for the TCDP project and, if applicable, furnish to the locality:
 - (a) Name and address of property owners;
 - (b) Legal description of parcels to be acquired.
 - (c) Map showing entire tract with designation of part to be acquired.
3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the County providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Engineer will review any tests required and act as the County's representative in connection with any such services.
4. Prepare railroad/highway permits.
5. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
6. Prepare bid packet/contract documents/advertisement for bids.
7. Make 10-day call to confirm prevailing wage decision issued by TDHCA.
8. Incorporate any and all wage rate modifications or supersedeas via bid addendum (if applicable).
9. Conduct bid opening and prepare minutes.
10. Tabulate, analyze, and review bids for completeness and accuracy.
11. Accomplish construction Contractor eligibility verification.

12. Conduct pre-construction conference and prepare copy of report/minutes.
13. Issue Start of Construction Notice to TDHCA and Notice to Proceed to construction Contractor.
14. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
15. Design for access by persons with disabilities to facilities to be used by the public in accordance with Public Law 504.
16. Use forms for instructions to bidders, general conditions, contract bid bond, performance bond and payment bond which have TDHCA approval.
17. Make periodic visits to the site to observe the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the Contract.
18. Consult with and advise the County during construction; issue to contractors all instructions requested by the locality; and prepare routine change orders if required, at no charge for engineering services to the locality when the change order is required to correct errors or omissions by the Engineer; provide price analysis for change orders; process and submit change orders to TDHCA for approval prior to execution by locality.
19. Review shop and working drawings furnished by Contractor for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
20. Based on the Engineer's on-site observations and review of the contractor's applications for payment, determine the amount owing to the contractor in such amounts; such approvals of payment to constitute a representation to the locality, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
21. Based on the Engineer's on-site observations and review of the Contractor's applications for payment, determine the amount owing to the Contractor in such amounts; such approvals of payment to constitute a representation to the locality, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.

22. Require that a 5% retainage is withheld from all payments on construction contracts until final acceptance by the locality and approval by TDHCA, unless State or local law provides otherwise.
23. Prepare Certificate of Construction Completion and Clean Lien Certificate.
24. Conduct interim/final inspections.
25. Revise contract drawings to show the work as actually constructed, and furnish the locality with a set of "as built" plans.

SUBCONTRACTS:

1. No work under this Contract shall be subcontracted by Engineer without prior approval, in writing, from the County.
2. The Engineer shall, prior to proceeding with the work, notify the County in writing of the name of any subcontractors proposed for the work, including the extend and character of the work to be done by each.
3. If any time during progress of the work, the County determines that any subcontractor is incompetent or undesirable, the County will notify the Engineer who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Contract shall create any contractual relation between any subcontractor and locality.
4. The Engineer will include in all contracts and subcontracts of amounts in excess of \$100,000.00 a provision which requires compliance with all applicable standards, orders of requirements issued under Section 306 of the Clean Air Act [42 U.S. 1857 (h)], Section 508 of the Clean Water Act (33 U.S.C. 1368d), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to TDHCA and to the U.S. Environmental Protection Agency Assistant Administrator for Enforcement.
5. The Engineer will include in all contracts and subcontracts other than for small purchases (less than \$10,000.00), provisions or conditions which will allow for administrative, contractual or legal remedies in instances which violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.

6. The Engineer will include in all contracts and subcontracts in excess of \$10,000.00 suitable provisions for termination by the County including the manner by which it will be affected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the Engineer.
7. The Engineer will include in all contracts and subcontracts in excess of \$10,000.00 provisions requiring compliance with the following:
 - (a) The Engineer will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, physical or mental disability, marital status, parenthood, or age.
 - (b) Executive Order 11246 - Equal Employment Opportunity.
 - (c) Copeland Anti-Kickback Act.
 - (d) (In excess of \$2,000.00) - Davis-Bacon Act.
 - (e) (In excess of \$2,000.00) - Section 103 and 107 of the Contract Work Hours and Safety Standards Act
 - (f) A provision recognizing mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
 - (g) Section 3 of the Housing and Urban Development Act of 1969.
 - (h) Title VI of the Civil Rights Act of 1964.
8. The Engineer will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
9. The Engineer will include in all negotiated contracts and subcontracts a provision to the effect that the County, TDHCA, the Comptroller General of the State of Texas, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.

10. The Engineer will include in all contracts and subcontracts a requirement that the Contractor maintain all relevant project records for three (3) years after the County has made final payment to the Contractor and all other pending matters are closed.

STANDARD OF PERFORMANCE AND DEFICIENCIES:

1. All services of the Engineer and its independent professional associates, consultants, and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Engineer represents that it has the required skills and capacity to perform work and services to be provided under this Contract.
2. The Engineer represents that services provided under this Contract shall be performed within the limits prescribed by the County in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
3. Any deficiency in Engineer's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from the County and at the Engineer's expense if the deficiency is due to Engineer's negligence. The County shall notify the Engineer in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the County under applicable state or federal law.
4. The Engineer agrees to and shall hold harmless the County, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Engineer, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Engineer doing the work herein contracted for or by or in consequence of any negligence in the performance of this Contract, or by or on account of any omission in the performance of this Contract.

**PART III
PAYMENT SCHEDULE
PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES**

City shall reimburse J.F. Fontaine & Associates, Inc. for basic engineering services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

	\$ Column
1) Approval of Plans and Specifications by Regulatory Agency(ies).	<u>70%</u>
2) Completion of bid advertisement and contract award.	<u>10%</u>
3) Construction Management (based on % of Completed Construction.	<u>15%</u>
4) Completion of final inspection, As-Built Plans and acceptance by the locality.	<u>5%</u>
TOTAL	100%

PART IV

TERMS AND CONDITIONS

PROFESSIONAL MANAGEMENT, ENGINEERING AND/OR ARCHITECTURAL SERVICES:

1. Termination of Contract for Cause. If, through any cause, the Firm shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if the firm shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Firm of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm under this Contract shall, at the option of the County, become its property and the Firm shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Firm shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Firm, and the County may withhold any payments to the Firm for the purpose of set-off until such time as the exact amount of damages due the County from the Firm is determined.

2. Termination for Convenience of the County. The County may terminate the Contract at any time by giving at least ten (10) days notice in writing to the Firm. If the Contract is terminated by the County as provided herein, the Firm will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Firm, Paragraph 1 hereof relative to termination shall apply.
3. Changes. The County may, from time to time, request changes in the scope of the services of the Firm to be performed hereunder. Such changes, including any increase or decrease in the amount of the Firm's compensation, which are mutually agreed upon by and between the County and the Firm, shall be incorporated in written amendments to this Contract.
4. Personnel
 - a. The Firm represents that they have, or will secure at their own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the County.
 - b. All of the services required hereunder will be performed by the Firm or under their supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

- c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
5. Assignability. The Firm shall not assign any interest on this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto: Provided, however, that claims for money by the Firm from the County under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.
 6. Reports and Information. The Firm, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, any other matters covered by this Contract.
 7. Records and Audits. The Firm shall insure that the County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner which conforms to OMB Circular A-87, Section 570.490 of the Regulations, and this Contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Contract. County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.
 8. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this Contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the County.
 9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Firm.
 10. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
 11. Equal Employment Opportunity. During the performance of this Contract, the Firm agrees as follows:

- a. The Firm will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, handicap or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discrimination clause.
 - b. The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national origin.
 - c. The Firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
 - d. The Firm will include the provisions a. through c. in every subcontract or purchase order unless exempted.
12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
13. Section 109 of the Housing and Community Development Act of 1974
- a. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
14. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities"
- a. The Work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban

Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 235, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The Contractor will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors or assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

15. Section 503 Handicapped (if \$2,500 or over) Affirmative Action for Handicapped Workers

- a. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee

or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- b. The contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - c. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - d. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
 - e. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
 - f. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500.00 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
16. Interest of Members of a County. No member of the governing body of the County and no other officer, employee or agent of the County who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Firm shall take appropriate steps to assure compliance.

17. Interest of Other Local Public Officials. No member of the governing body of the County and no other public official of such County, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Firm shall take appropriate steps to assure compliance.

18. Interest of Firm and Employees. The Firm covenants that they presently have no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of their services hereunder. The Firm further covenants that in the performance of this Contract, no person having any such interest shall be employed.

TREASURER'S MONTHLY REPORT

BY MYRA HARRIS, COUNTY TREASURER

SEPTEMBER 1 THROUGH SEPTEMBER 30, 1995

	BEGINNING BALANCE	REVENUES	DISBURSEMENTS	ENDING BALANCE	INVESTMENTS REDEEMED	INVESTMENTS PURCHASED	DEMAND BALANCE	INVESTMENTS	TOTAL DEPOSITS
OPERATING ACCOUNT	5,776,167.25	349,244.11	686,648.49	5,438,762.87	1,675,000.00	1,345,000.00	10,139.60	5,428,623.27	5,438,762.87
INSURANCE ACCOUNT	655,346.94	30,810.68	43,038.82	643,118.80	235,000.00	222,000.00	6,118.80	637,000.00	643,118.80
TOTALS	6,431,514.19	380,054.79	729,687.31	6,081,881.67	1,910,000.00	1,567,000.00	16,258.40	6,065,623.27	6,081,881.67

REX
50001-9
11:38

VOL 44 PG 814

INDEBTEDNESS

1991 CERTIFICATES OF OBLIGATION	1,850,000.00	ROAD & BRIDGE #1/TRACTOR & MOWER	35,000.00
ROAD & BRIDGE #2/WHEEL LOADER	41,925.65	GILMER NATIONAL BANK PROPERTY	242,939.28
ROAD & BRIDGE #2/TRACTOR & MOWER	29,770.95		
		TOTAL INDEBTEDNESS	2,199,635.88

AFFIDAVIT

The above information is found to be true and correct.

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

C.D.'S

			MATURITY DATE	DAYS
UPSHUR COUNTY OPERATING CD#11811	600,000.00	5.61%	11/13/95	63
UPSHUR COUNTY OPERATING CD#11856	75,000.00	5.64%	11/30/95	62
UPSHUR COUNTY OPERATING CD#11784	575,000.00	5.65%	10/23/95	53
UPSHUR COUNTY OPERATING CD#11547	500,000.00	5.73%	12/11/95	186
UPSHUR COUNTY OPERATING CD#11736	500,000.00	5.73%	10/10/95	56
UPSHUR COUNTY OPERATING CD#11812	570,000.00	5.61%	12/22/95	102
UPSHUR COUNTY OPERATING CD#11651	325,000.00	5.90%	07/09/96	365
UPSHUR COUNTY OPERATING CD#11740	1,000,000.00	5.80%	02/13/96	182
UPSHUR COUNTY OPERATING CD#11820	100,000.00	5.64%	11/30/95	765
UPSHUR COUNTY PERMANENT SCHOOL CD#11488	1,003,137.92	6.07%	11/13/95	181
UPSHUR COUNTY AVAILABLE SCHOOL CD#11489	110,873.73	6.00%	10/10/95	147
UPSHUR COUNTY AVAILABLE SCHOOL CD#11511	69,611.62	6.03%	10/10/95	138
UPSHUR COUNTY INSURANCE CD#11849	50,000.00	5.58%	10/06/95	947
UPSHUR COUNTY INSURANCE CD#11637	225,000.00	5.90%	07/09/96	368
UPSHUR COUNTY INSURANCE CD#11824	100,000.00	5.64%	10/31/95	46
UPSHUR COUNTY INSURANCE CD#11746	250,000.00	5.80%	02/12/96	180
UPSHUR COUNTY INSURANCE CD#11857	12,000.00	5.58%	10/31/95	32
TOTAL CD'S	6,065,623.27			

Submitted under the provision of the Local Government Code Section 114.026

Myra Harris

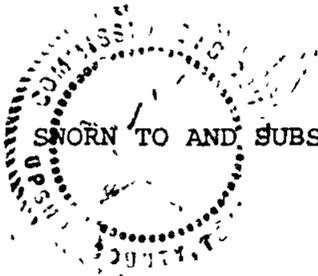
Myra Harris, County Treasurer

THE STATE OF TEXAS)
COUNTY OF UPSHUR)

VOL 44 PG 895

BEFORE ME, the undersigned authority, on this day personally appeared MYRA HARRIS, County Treasurer of Upshur County, who being by me duly sworn, upon oath, says that the within and foregoing report is true and correct.

Myra Harris, County Treasurer



SWORN TO AND SUBSCRIBED before me this 6th day of OCTOBER 1995.

Rex Shaw, Clerk
County Court, Upshur County, Texas

BEFORE ME REX SHAW, County Clerk, Upshur County, Texas, on this day personally appeared CHARLES L. STILL, County Judge; GADDIS LINDSEY, Commissioner, Precinct No. 1; TOMMY STANLEY, Commissioner Precinct No. 2; DAVID LOYD, Commissioner No. 3; and CHARLES K. THOMPSON, Commissioner No. 4, who after being duly sworn by me under their oath, that they have examined the foregoing County Treasurer's Report, of Upshur County, Texas, and find the same to be correct to the best of their knowledge and belief.

Charles L. Still
County Judge

David Loyd
Commissioner, Precinct No. 3

Gaddis Lindsey
Commissioner, Precinct No. 1

Charles K. Thompson
Commissioner, Precinct No. 4

Tommy P. Stanley
Commissioner, Precinct No. 2

SUBSCRIBED AND SWORN TO Before me, this 9th day of OCTOBER, A.D. 1995.

Rex Shaw
County Clerk, Upshur County, Texas

Submitted under the provision of the Local Government Code Section 114.026.

Vol. 44 PG 896 9-29-95

I Tommy Stanley hereby resign from
the E. D. Board effectively.

I also wish to be placed on the
nominating list for the Appraisal Board.

Tommy S. Stanley

FILED
REXINGTON
CO. VA.
95 OCT -9 PM 1:39
BY _____
FBI/VA

—
VOL 44 PG 897
Letter from R. Hudson

Upshur County Commissioners will accept for recording purposes only a letter from Ramah Hudson to the County Judge stating: As the ex-president of the Upshur County Heart Club I Authorize the Upshur County Senior Citizens group to take possession of the wheel chairs, hospital beds and any other equipment the Heart Club owns and use it for the benefit of the people of Upshur County. This property is presently stored in the County owned Rock Building.

95 OCT -9 PM 1:39
10/11/95

VOL 44 PG 898
Sept 27. 95

To whom it may concern.

This is to advise, that the
Upshur County Heart Club, was
dissolved, several months ago.
any equipment we owned, which
was stored in the Rock Bldg
and could be used, if someone
would take charge of same.

I understand, the Senior Citizens
Group would take the equipment
and put it to use.

I don't know of any former
members of the Heart Club, who
would object to the Citizens Group
taking over and use the equipment

I as ex president of the Club
authorize the Citizens Group to take
and use the equipment as they

See file

A. L. Hudson

WHITE SWAN Oct. 1995

6 #10 cans = 1 case

- 4 (1) gal. Waffle Syrup \$11.45
- 1 35 lb. liquid shortening \$14.95
- (6) 13 Oz. Brown Gravy mix \$16.26
- FOIL 18 x 500 \$17.96
- 1 box 15 lbs. oatmeal, sugar, or choc. chip cookies \$24.27
- (12) 32 oz. O. J. concentrate \$24.96
- 1 #10 can Jalapeno peppers \$4.20
- 1 case Raisin/ Bran Flakes (96) count \$20.96
- 1 gal. Worstershire sauce \$4.44
- 1 case (4 gal.) Mustard \$5.95
- 1 case #10 cans Pork & Beans \$11.84
- 1 case (6) #10 cans Sweet Peas \$17.93
- 25 lb. Non-fat Dry Milk \$37.96
- 10 lbs. Macaroni \$6.48
- 25 lbs. Powdered Sugar \$9.99
- 50 lbs. (GRANULATED) Sugar \$17.44
- 20 lbs. Blackeyes Peas (dried) \$13.33
- 50 lbs. ALL PURPOSE Flour \$8.37
- 25 lbs. Brown Sugar \$9.99
- 25 lbs. Salt \$2.55
- (6) 5 lbs. Cornbread mix \$20.47
- (8) 1 lb. Corn Chips \$9.72
- (60) 1 oz. Potatoes Chips \$8.71
- (4) 11 lb. 5 oz. cans Pan Coating \$14.47
- 1000 count Pepper Packets (individual) \$5.80

55 OCT -9 PM 1:09
 601 11 6-10055

WHITE SWAN Oct. 1995

- (8) 36 oz. Quick Grits \$17.92
- (12) 50 oz. Cream of Mushroom Soup \$23.96
- 1 case 500 2 count Crackers \$9.26
- 1 gal. imitation Vanilla Flavor \$3.35
- 1 gal. white Vinegar \$1.98

MAPELLI Oct. 1995

- 18 oz. Poultry Seasoning \$3.20
- 11 oz. ground Sage \$3.10
- 16 oz. Red Pepper \$3.69
- 18 oz. NUTMEG \$3.95
- 4 lb. ground Cinnamon \$10.15
- 7 lb. Seasoned Salt \$7.85
- 1 case (30) dozen Eggs (GRADE AA) \$26.50
- 1 case 42 oz. Oatmeal \$14.80
- (4) 1 gal. Barbecue Sauce \$12.95
- (6) 5 lb. containers Peanut Butter \$35.75
- 1 case #10 cans Mix Vegetables \$14.20
- 1 case #10 cans Turnips Greens \$10.95
- 1 case #10 cans Applesauce #13.60
- 20 lbs. Baby Lima Beans \$16.90

6 #10 cans = 1 case

95 OCT-9 PM 1:39
L...
M...

VOL 44 PG 902

6 #10 cans = 1 case

SYSCO Oct. 1995

14 oz. ground Cumino \$2.59
13 oz. Oregano \$3.99
16 oz. garlic Powder \$2.40
5 lbs. ground black pepper \$14.50
(12) 2 lb. baking soda \$11.90
18 oz. Paprika \$2.49
10 lb. Baking Powder \$9.80
(6) 4.75 lb. white, yellow, & choc., cake mix \$22.95
1 case drink mix (grape, lemon, orange) \$13.99
1 case (generic) Cheese \$48.67
1 case (4 gal.) Salad Dressing \$14.07
1 case #10 cans Yams \$16.60
1 case #10 cans Green Beans \$11.29
1 case #10 cans Whole Kernel Corn \$13.29
1 case #10 cans sliced Carrots \$11.99
1 case #10 cans Fruit Cocktail \$22.71
1 case Squash \$16.55
1 case #10 cans Tomato Sauce \$13.95
5 lb. container Cocoa \$6.50
25 lbs. Pan Cake Mix \$14.95
50 lbs. Pinto Beans (dried) \$15.56
50 lbs. Rice \$11.99
(48) 12 oz. EVAPORATED Milk \$28.00
1 case Assorted Jelly \$4.99
1 lb. Chili Powder \$3.70

95 OCT -9 PM 1:39
M
R
C
P

5450

1 CASE = 6 #10 CANS
 1 CASE # 10 cans Mix Vegetables 14.69
 1 CASE # 10 cans Pork & Beans 10.99
 1 CASE # 10 cans Collards (chopped) MIXED GREENS 12.10
 1 CASE # 10 cans Yams 16.60
 1 CASE # 10 cans Green Beans 11.29
 1 CASE #10 cans Whole Kernel Corn 13.29
 1 CASE #10 cans sliced Carrots 11.99
 1 CASE #10 cans Fruit Cocktail -1/4P. 22.71
 1 CASE #10 cans Applesauce 14.50
 1 CASE #10 cans Squash 16.55
 1 CASE #10 cans Tomato Sauce 13.95
 1 CASE # 10 cans Sweet Peas 19.55

5 lbs. cocoa 6.50
 25 lbs Non-fat Dry Milk 42.99
 25 lbs. Pan Cake Mix 14.95
 10 lbs. macaroni 2/10# 11.59
 25 lbs. Powder Sugar 11.40
 50 lbs. (GRANULATED) Sugar 18.00
 20 lbs. Blackeyes Peas (DRIED) 13.99
 50 lbs, Pinto Beans (DRIED) 15.56
 50 lbs. Rice 11.99
 50 lbs. All Purpose Flour 10.50
 25 lbs. Brown Sugar 11.40
 25 lbs. Salt 3.20
 20 lbs. Baby Lima Beans 19.50
 (6) 5 lb. Cornbread Mix 21.39

9-1-95
 9-30-94

Sysco

14 oz. ground Cumino	2.59
13 oz. Oregano (ground)	3.99
12 oz. Poultry Seasoning	7.99
1 12 24 oz. Garlic powder	2.40
6 12 oz. ground sage	6.49
16 oz. red pepper	4.99
5 lb. ground black pepper	14.50
12/ 2 lb. Baking Soda	11.90
18 Oz. Paprika	2.49
16 oz. Nutmeg	9.95
5 lb. cinnamon (ground)	13.50
5 lb. seasoned salt	10.39
1 Case - 30 dozen Eggs Grade AA	MARKET
4 (1) 1 gallon Waffle Syrup	12.09
1 35 lb. LIQUID Shortening	MARKET 16.07
1 case 42 oz. Oatmeal	18.93
(6) 13 oz. Brown Gravy Mix	17.50
10 lb. Baking Powder	9.80
Foil 18x 500	26.09
4 (1) 1 gallon Barbecue Sauce	16.99
(6) 5 lb. Peanut Butter	39.99
(6) 4.75 lb. white, choc., and yellow cake mix	22.95
1 box 10.25 lb. oatmeal, sugar, or choc. chip cookies	31 OCT 17.99 SUM 29.99
1 case O. J. concentrate 12-32oz C&C conc.	28.20
1 #10 can Jalapeno peppers 8 #12 BUCKET	6.59
1 case Drink Mix (GRAPE, LEMON, PEACH, & ORANGE)	13.99
1 case (GENERIC) CHEESE	48.67
1 case Raisins/Bran Flakes (96 count)	21.99
1 gallon Worcestershire Sauce	5.80
1 case (4 GAL.) Salad dressing	14.07
1 case (4 GAL) MUSTARD	5.99

error

31 OCT 17.99 SUM 29.99
CATMEX 21 OCT 29.99

Sysco

VOL 44 PG 905

(8) 1 lb. Corn Chips	11.19
(60) 1 oz. Potatoes Chips	16.99
(4) 1 lb. 5 oz. Pan Coating	18.65 L/14oz SP2274
(48) 12 oz. EVAPORATED Milk	28.00
1000 count pepper packets	(individual) 11.95 3/1000 CT
(8) 36 oz. Quick Grits	20.75
(12) 50. oz. cream Mushroom Soup	27.80
1 case (200) count Assorted Jelly	4.99
1 case 500 2ct. Crackers	10.29
1 lb. Chili Powder	3.70

~~200 (24 oz.) SANDWICH BREAD~~

1 gallon imitation Vanilla Flavor	5.15
1 gallon (white) Vinegar	10.99 - L/16oz NO SP217

~~White Sun~~

VOL 44 PG 906

1 CASE = 6 #10 CANS
1 CASE # 10 cans Mix Vegetables 1493
1 CASE # 10 cans Pork & Beans 11.84
1 CASE # 10 cans Collards (chopped) 1196
1 CASE # 10 cans Yams 17.91
1 CASE # 10 cans Green Beans 1284
1 CASE #10 cans Whole Kernel Corn 1399
1 CASE #10 cans sliced Carrots 1296
1 CASE #10 cans Fruit Cocktail 2437
1 CASE #10 cans Applesauce 1550
1 CASE #10 cans Squash 1688
1 CASE #10 cans Tomato Sauce 1486
1 CASE # 10 cans Sweet Peas 1793

5 lbs. cocoa 1072
25 lbs Non-fat Dry Milk 3796
25 lbs. Pan Cake Mix 1540
10 lbs. macaroni 648
25 lbs. Powder Sugar 999
50 lbs. (GRANULATED) Sugar 1744
20 lbs. Blackeyes Peas (DRIED) 1333
50 lbs, Pinto Beans (DRIED) 1735
50 lbs. Rice 1288
50 lbs. All Purpose Flour 837
25 lbs. Brown Sugar 999
25 lbs. Salt 255
20 lbs. Baby Lima Beans NB
(6) 5 lb. Cornbread Mix 2047

16-1 50
9-30 96

White Swan

VOL. 174 PG. 001

14 oz. ground Cumino 684
13 oz. Oregano (ground) 761
12 oz. Poultry Seasoning 734
24 oz. Garlic powder 513
11 oz. ground sage 1054
16 oz. red pepper 574
5 lb. ground black pepper 2525
2 lb. Baking Soda NB
18 Oz. Paprika 595
16 oz. Nutmeg 1015

5 lb. cinnamon (ground) 2060
5 lb. seasoned salt 1295

1 Case - 30 dozen Eggs Grade AA NB
4 (N) 1 gallon Waffle Syrup 1145
1 35 lb. LIQUID Shortening 1495
1 case 42 oz. Oatmeal 2020
(6) 13 oz. Brown Gravy Mix 1626
10 lb. Baking Powder 1165
Foil 16x 500 17.96

4 (N) 1 gallon Barbecue Sauce 2119
(6) 5 lb. Peanut Butter 3660
(6) ~~5#~~^{5#} 15 lbs. white, choc., and yellow cake mix 3425
1 box ~~10 25~~ 15 lbs. oatmeal, sugar, or choc. chip cookies 24.27
1 case O. J. concentrate 2496
1 #10 can Jalapeno peppers 420
1 case Drink Mix (GRAPE, LEMON, PEACH, & ORANGE) 1496
1 case (GENERIC) CHEESE 1.26 per lb
1 case Raisins/Bran Flakes (96 count) 2096
1 gallon Worstershire Sauce 444
1 case (4 GAL.) Salad dressing 1596
1 case (4 GAL) MUSTARD 595

White Swan

VOL 44 PG 908

- (8) 1 lb. Corn Chips 972
- (60) 1 oz. Potatoes Chips 871
- (4) 1 lb. 5 oz. Pan Coating 1447
- (48) 12 oz. EVAPORATED Milk 31.34
- 1000 count pepper packets 580 (individual)
- (8) 36 oz. Quick Grits 1792
- (12) 50. oz. cream Mushroom Soup 2396
- 1 case (200) count Assorted Jelly 534
- 1 case 500 2ct. Crackers 926
- 1 lb. Chili Powder 571

~~200 (24 ea.) SANDWICH BREAD ?~~

- 1 gallon imitation Vanilla Flavor 335
- 1 gallon (white) Vinegar 198

Mapelli Ford - KM Kelly
1-800 633-3984

10/1
1995 to 9.30
1996

1 CASE = 6 10 CANS

836678	1 CASE # 10 cans Pork & Beans	12.75
814800	1 CASE # 10 cans Pork & Beans	12.75
819212	1 CASE # 10 cans Green Beans	14.95
815305	1 CASE # 10 cans Yams	17.90
833116	1 CASE # 10 cans Green Beans	14.95
834180	1 CASE # 10 cans Whole Kernel Corn	15.90
834488	1 CASE # 10 cans sliced Carrots	12.75
805851	1 CASE # 10 cans Fruit Cocktail	25.50
808856	1 CASE # 10 cans Applesauce	15.60
837531	1 CASE # 10 cans Squash	16.95
896060	1 CASE # 10 cans Tomato Sauce	14.90
800415	1 CASE # 10 cans Sweet Peas	17.95

257105	5 lbs. cocoa	8.90
800035	25 lbs Non-fat Dry Milk	39.75
	25 lbs. Pan Cake Mix	

X 820143	10 lbs. macaroni	
8896	25 lbs. Powder Sugar	
	50 lbs. (GRANULATED)	19.95
	20 lbs. Blackeye Peas (DRIED)	
	50 lbs. Pinto Beans (DRIED)	
	50 lbs. Rice	
	50 lbs. All Purpose Flour	

X 820135	25 lbs. Brown Sugar	
	25 lbs. Salt	
810334	1 CASE # 10 cans	16.90
	(5) 5 lbs. Cornmeal Mix	

Mapelli Food - W.M. Dubbey
1-800-633-3984

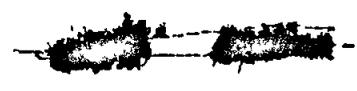
VOL 174 PG 011

- (8) 1 lb. Corn Chips
- (60) 1 oz. Potatoes Chips
- (4) 1 lb. 5 oz. Pan Coating
- (48) 12 oz. EVAPORATED Milk
- 1000 count pepper packets (individual)
- (8) 16 oz. Quick Grits
- (12) 50. oz. cream Mushroom Soup
- 1 case (200) count Assorted Jelly
- 1 case 500 2oz. Crackers

800818 1 lb. Chili Powder 1/2000 4.59

200 (2-oz.) SANDWICH BREAD

- 1 gallon imitation Vanilla Flavor
- 1 gallon (white) Vinegar



VOL 44 PG 912



City of Gladewater
P. O. Box 551
Gladewater, Texas 75647-0037



October 3, 1995

Commission David Lloyd
P.O. Box 730
Gilmer, Texas 75644

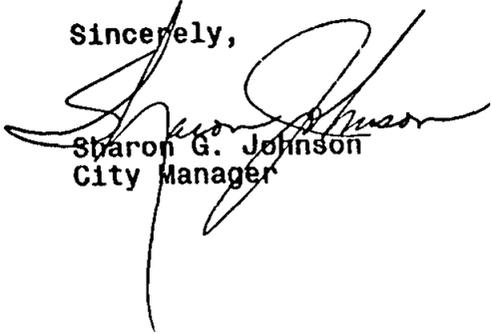
Dear Commissioner Lloyd:

The City of Gladewater would like to express our thanks for the joint effort with Upshur County and Gregg County for their assistance in striping West Lake and East Lake Drive.

We feel that this will help development a safer roadway for our citizens that live on the Lake and will help prevent accidents from occurring.

Again thank you for your help in this endeavor.

Sincerely,


Sharon G. Johnson
City Manager

RECEIVED
OCT 6 1995
CITY OF GLADEWATER

Gladewater
A NEW BEGINNING



City of Gladewater

P. O. Box 551

Gladewater, Texas 75647-0037



October 4, 1995

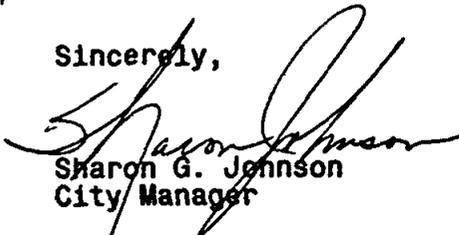
Commission David Lloyd
P.O. Box 730
Gilmer, Texas 75644

Dear Commissioner Lloyd:

The City of Gladewater would like to request the assistance of the County to do clearing of over hanging trees on South Rodeo and Pouncy St., with the Boom Ax.

~~Thank you~~. Your assistance in this endeavor is greatly appreciated.

Sincerely,


Sharon G. Johnson
City Manager

EX-107
OCT 9 11 1:39
1995

Gladewater
A NEW BEGINNING

VOL 44 PG 914



City of Gladewater
P. O. Box 551
Gladewater, Texas 75647-0037



October 3, 1995

Commission David Lloyd
P.O. Box 730
Gilmer, Texas 75644

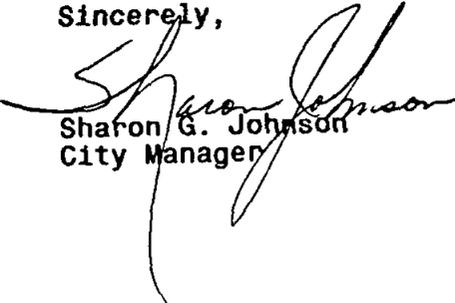
Dear Commissioner Lloyd:

The City of Gladewater would like to request the assistance of the County to do clearing of over hanging trees on West Sheppard and Chestnut St. with the Boom Ax.

We would also like to request that we will need some assistance with reworking on these two streets and I would like to get with you in the near future with an estimate of cost for this job.

We certainly appreciate the help you have given us in the past and truly enjoy a working relationship with Upshur County.

Sincerely,

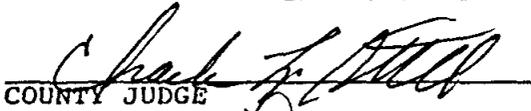

Sharon G. Johnson
City Manager

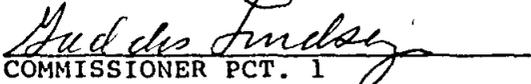
55 OCT -9 21 1:39

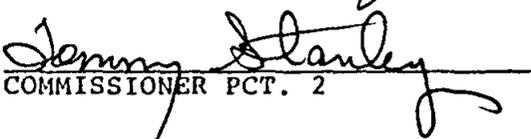
CITY OF GLADEWATER
A NEW BEGINNING

4. Overhead lines will have minimum clearance of 18 feet above the road surface at the point of crossing.
5. Operations along roadways shall be performed in such a manner that all excavated material be kept off the surface at all times, as well as all operating equipment and materials. No equipment or installation procedures will be used which will damage any road surface, roadbed, structures or other right of way feature. Any expenditure that is a direct result of this installation will be borne by owner of this line.
6. All lines under roads carrying pressure in excess of 50 psi shall be enclosed in satisfactory casing extending from the right of way line to right of way line. Pipe used for casing may be of any type approved by the County Engineer or Commissioners Court and shall be capable of supporting load of roadbed and traffic and shall be so constructed that there will be no leakage of any matter through casing for its entire length: Inside diameter of casing shall be at least 2 inches greater than the largest diameter of carrier pipe, joints or couplings.
7. All excavations within the right of way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material will be removed from the right of way and the excavation finished flush with surrounding natural ground.
8. All ground lines are to be intalled a minimum of 36 inches below the flow line of the adjacent drainage or borrow ditch. (Any material placed in county right of way by permit will be of a nature or composition that said line can be located with the use of a standard locator device used in locating buried cables and pipe.)
9. Lines crossing under roads and under cross roads within the right of way will be placed by boring. Boring shall extend from crown line to crown line. Gravity flow sewer lines under roadways will be cast iron or equivalent pipe.
10. Where evidence is presented indicating the impracticability of boring or tunnelling, the Commissioners Court may grant permission to cut the surface no wider than 4 inches. In the event a cut is permitted the following conditions will govern: (a) Excavation areas are to be filled and packed with compatible material. (b) the surfacing will be replaced with equivalent quality surfacing.
11. Notice will be given to the precinct Commissioner 48 hours prior to starting construction of the line in his precinct.
12. Where in the opinion of the County Commissioners Court it may be considered necessary to protect losses incurred by damage to the roads, bridges or right of way structures, they may by action of the Court require a surety bond in an amount sufficient to cover any damages.
13. Where, in the opinion of the Commissioners Court, an inspector is necessary, the party receiving permit will bear the cost of the inspector.

APPROVED ON THIS _____ DAY OF _____, 19____


COUNTY JUDGE


COMMISSIONER PCT. 1


COMMISSIONER PCT. 2


COMMISSIONER PCT. 3


COMMISSIONER PCT. 4

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

PRECINCT 2

DATE 9-14-95

Formal notice is hereby given that ROYLENE CRUTCHER whose principal address is RT. 1 BOX 297, ORE CITY, TX. 75686 proposes to place a CULVERT within the ROW of County Road VIOLET. 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 its contents. NAME Roylene Crutcher TITLE

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. 474 PG. 917

44 PG 918
VOL

4. Overhead lines will have minimum clearance of 18 feet above the road surface at the point of crossing.

5. Operations along roadways shall be performed in such a manner that all excavated material be kept off the surface at all times, as well as all operating equipment and materials. No equipment or installation procedures will be used which will damage any road surface, roadbed, structures or other right of way feature. Any expenditure that is a direct result of this installation will be borne by owner of this line.

6. All lines under roads carrying pressure in excess of 50 psi shall be enclosed in satisfactory casing extending from the right of way line to right of way line. Pipe used for casing may be of any type approved by the County Engineer or Commissioners Court and shall be capable of supporting load of roadbed and traffic and shall be so constructed that there will be no leakage of any matter through casing for its entire length: Inside diameter of casing shall be at least 2 inches greater than the largest diameter of carrier pipe, joints or couplings.

7. All excavations within the right of way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material will be removed from the right of way and the excavation finished flush with surrounding natural ground.

8. All ground lines are to be intalled a minimum of 36 inches below the flow line of the adjacent drainage or borrow ditch. (Any material placed in county right of way by permit will be of a nature or composition that said line can be located with the use of a standard locator device used in locating buried cables and pipe.)

9. Lines crossing under roads and under cross roads within the right of way will be placed by boring. Boring shall extend from crown line to crown line. Gravity flow sewer lines under roadways will be cast iron or equivalent pipe.

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11. Notice will be given to the precinct Commissioner 48 hours prior to starting construction of the line in his precinct.

12. Where in the opinion of the County Commissioners Court it may be considered necessary to protect losses incurred by damage to the roads, bridges or right of way structures, they may by action of the Court require a surety bond in an amount sufficient to cover any damages.

13. Where, in the opinion of the Commissioners Court, an inspector is necessary, the party receiving permit will bear the cost of the inspector.

APPROVED ON THIS _____ DAY OF _____, 19____

Charles H. Hill
COUNTY JUDGE

David Ford
COMMISSIONER PCT. 3

Charles L. Linsley
COMMISSIONER PCT. 1

Charles E. Thompson
COMMISSIONER PCT. 4

Tommy Stanley
COMMISSIONER PCT. 2

VOL 174 PG 019

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF UPSHUR §

The undersigned PRUITT RESOURCES hereinafter referred to as First Party, ~~after~~ ^{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) AZALEA RD.

2. First Party agrees to use its vehicle on 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. 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 ~~constitute~~ ^{constituted} 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 Signer

[Signature] County Judge
[Signature] Commissioner 1
[Signature] Commissioner 2
[Signature] Commissioner 3
[Signature] Commissioner 4

RT. 1 BOX 4 E
Street or Box

BIVINS, TEXAS 75555
City, State and Zip Code

903-796-0505
Telephone

JIMMY FRUGE AND MIKE HESS
Name

9-28-95
Signed

Date Signed

Issued for a period not to exceed 90 days.

95 OCT -9 PM 1:39
OCT 19 1995
10:39 AM

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

VOL 44 PG 920

The undersigned AMRACO PRODUCTION COMPANY, 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) _____
GREENHILLS AND HILLCREST 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 HAULING HEAVY EQUIPT. 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.

Dalestine Cantrell First Party Signature Chad R. Still County Judge

Rt 2 Box 284 Street or Box Madison Lindsay Commissioner 1

Marshall City, State and Zip Code Tommy Stanley Commissioner 2

903 / 1-800-657-7217 Telephone David L. [Signature] Commissioner 3

_____ Timber Tract [Signature] Commissioner 4

10-3-95 Date Signed _____ Date Signed

Permit issued for a period not to exceed 90 days.

REC-111-11-11-11



MEMORANDUM

VOI 174 PG 001

TO: Bryan Nash, P. E.
Area Engineer (Gilmer)

FROM: Dennis M. Beckham, P. E.
District Design Engineer (ATL)

SUBJECT: Upshur County
CSJ 0919-02-012
Project BR 93(123)OX
Big Sandy Creek Bridge

DATE: 9-22-95

The contract for the subject project has been awarded. The county's additional 10% contribution of the estimated cost of this project is now due. Please reference the attached advanced funding memorandum.

Please collect from Upshur County a check in the amount of \$45,212 made payable to the Texas Department of Transportation and return to me as soon as possible.

DMB/tw
Attachment

CR. # 50922-AP
9-29-95

55 OCT -9 11:00

Fax Transmittal Memo		# of Pages 2
To: <i>Bryan Nash</i>	From: <i>D. Beckham</i>	
Co.: <i>Gilmer</i>	Co.: <i>Design</i>	
Dept.:	Phone #	
Fax #	Fax #	

9037991214
13:37 512 416 2536

DISTRICT DESIGN GILMER
DISTRICT DESIGN GILMER
TXDOT GSD/CON SV

001/001
001/001
001

VOL. 44 PG 922

REVISED ADVANCED FUNDING MEMORANDUM

TO: Dennis Beckham, P.E.
Atlanta District (ATL)

September 26, 1995

FROM: Portia Hausmann

Originating Office: GSD
Contract Services\AA

SUBJECT: Upshur County
Project: BR93(123)OX
CSJ#0919-02-012
Minute Order#

Letting Date: 9/6-7/95
Outside Agency: Upshur County
Contract# 09950001

The above referenced project has been awarded, therefore the following estimated contributions are due pursuant to the contractual funding agreement.

1.	TOTAL PROJECT COSTS PURSUANT TO BID	\$	250,212 230,212
2.	Construction, Engineering & Contingencies Note: Project Under \$ 0 Million @ 11%	=	27,522 277,735
3.	Upshur County's Share (Including E&C) (20%)	=	55,547
4.	INDIRECT COSTS @ 8.41% of #3	+	4,671
5.	PRELIMINARY ENGINEERING @ 20% (FIMS INQUIRY-LTD \$ 51,172)	+	10,234
6.	SUBTOTAL	=	70,452
7.	LESS ESCROW FUNDS DEPOSITED	-	25,240
8.	ADDITIONAL ESCROW FUNDS TO BE PAID	\$	45,212

IMPORTANT
WHEN THE ESCROW FUNDS HAVE BEEN DEPOSITED TO TXDOT, PLEASE FAX A COPY OF THE DEPOSITED CHECK TO CONTRACT SERVICES. THANK YOU.

If there are any discussions in regards to this project, please do not hesitate to contact Alverna Austin, Contract Specialist (512) 416-2414.

DEPUTATION

VOL 44 PG 923

THE STATE OF TEXAS

County of UPSHUR } I, MICHAEL L. SMITH
TAX ASSESSOR COLLECTOR of the County of UPSHUR and State of Texas, having
 full confidence in GAIL WEIR DEPUTY of said County and State, do hereby,
 with the consent of the Honorable Commissioners' Court of UPSHUR County, nominate
 and appoint HER, the said GAIL WEIR my true and
 lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the
 office of said TAX ASSESSOR COLLECTOR of said County and State, hereby
 ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 29 day of SEPTEMBER 19 95

Michael L. Smith

of UPSHUR County, Texas.

THE STATE OF TEXAS

County of UPSHUR } BEFORE ME,
 _____ in and for _____ County, Texas,
 on this day personally appeared GAIL WEIR

_____ known to me to be
 the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed
 the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at _____
 this _____ day of _____ 19 _____

OATH OF OFFICE

I, GAIL WEIR do solemnly
 swear (or affirm) that I will faithfully execute the duties of the office of DEPUTY TAX ASSESSOR-
COLLECTOR of the State of Texas,
 and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United
 States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor
 indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable
 thing, or promised any public office or employment, as a reward to secure my appointment, or the confirma-
 tion thereof. So help me God.

Gail Weir

Kyle Potter Jr

Subscribed and sworn to before me, this 5 day of October 19 95
Justice of the Peace Pct 2
Upskhar Co.

VOL 44 PG 924

DEPUTATION

THE STATE OF TEXAS

County of UPSHUR } I, MICHEAL L. SMITH
TAX ASSESSOR COLLECTOR of the County of UPSHUR and State of Texas, having
 full confidence in BONNIE CALDWELL of said County and State, do hereby,
 with the consent of the Honorable Commissioners' Court of UPSHUR County, nominate
 and appoint HER, the said BONNIE CALDWELL my true and
 lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the
 office of said TAX ASSESSOR COLLECTOR of said County and State, hereby
 ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 29 day of SEPTEMBER 19 95
Michael L. Smith
 of UPSHUR County, Texas.

THE STATE OF TEXAS

County of UPSHUR } BEFORE ME, MICHEAL L. SMITH
TAX ASSESSOR COLLECTOR in and for UPSHUR County, Texas,
 on this day personally appeared BONNIE CALDWELL
 known to me to be
 the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed
 the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at UPSHUR COUNTY TEXAS
 this 29 day of SEPTEMBER 19 95

OATH OF OFFICE

OCT-9 6-100

I, BONNIE CALDWELL do solemnly
 swear (or affirm) that I will faithfully execute the duties of the office of TAX ASSESSOR COLLECTOR
(DEPUTY) of the State of Texas,
 and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United
 States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor
 indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable
 thing, or promised any public office or employment, as a reward to secure my appointment, or the confirma-
 tion thereof. So help me God.

Bonnie Caldwell *Ryle Potter G*

Subscribed and sworn to before me, this 29 day of SEPTEMBER 19 95
Justice of the Peace Pt 2
Upshur Co.

DEPUTATION

VOL. 44 PG. 925

THE STATE OF TEXAS

County of UPSHUR } I, MICHEAL L. SMITH
TAX ASSESSOR COLLECTOR of the County of UPSHUR and State of Texas, having
 full confidence in Meredythe RAWLS DEPUTY of said County and State, do hereby,
 with the consent of the Honorable Commissioners' Court of UPSHUR County, nominate
 and appoint HER, the said Meredythe RAWLS my true and
 lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the
 office of said TAX ASSESSOR COLLECTOR of said County and State, hereby
 ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 29 day of SEPTEMBER 1995

Micheal L. Smith
 of UPSHUR County, Texas.

THE STATE OF TEXAS

County of UPSHUR } BEFORE ME, MICHEAL L. SMITH
TAX ASSESSOR COLLECTOR in and for UPSHUR County, Texas,
 on this day personally appeared Meredythe RAWLS

known to me to be
 the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed
 the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at UPSHUR COUNTY TEXAS
 this _____ day of _____ 19____

95 OCT 5 - 12065

OATH OF OFFICE

I, Meredythe RAWLS do solemnly
 swear (or affirm) that I will faithfully execute the duties of the office of TAX ASSESSOR COLLECTOR
(DEPUTY) of the State of Texas,
 and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United
 States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor
 indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable
 thing, or promised any public office or employment, as a reward to secure my appointment, or the confirma-
 tion thereof. So help me God.

Meredythe Rawls
 Subscribed and sworn to before me, this 5 day of October 1995
Kyle Potter
Justice of the Peace At 2
Upshur Co

RESOLUTION

BEING A RESOLUTION from Upshur County Commissioners Court to:
TxDOT, Union Pacific Railroad, St. Louis Southwestern Railroad

This resolution presented to promote railroad grade crossing safety
in Upshur County.

WHEREAS Upshur County is traversed by the St. Louis Southwestern
Railroad from North to South and by the Union Pacific Railroad from
East to West.

WHEREAS Upshur County lateral road systems cross these rail systems
approximately 15 times.

WHEREAS each of these railroad grade crossings represents the
potential for tragedy, a disaster of untold magnitude.

WHEREAS this court is aware of the cost involved in the
installation of acceptable safety devices.

WHEREAS this court is aware of and appreciates the efforts being
made by TxDOT and the railroad companies in the installation of
these safety devices.

WHEREAS Upshur County has just experienced a tragedy of a magnitude
to wet every eye and twist every heart of each and every citizen.
A tragedy placing sorrow and grief upon all families, friends and
neighbors; all caring and loving persons of our County, to an
almost unbearable degree.

WHEREAS Upshur County has lost from among our numbers some of our
most cherished God given creations; four of our children who were
killed in a train-car accident.

WHEREAS this Commissioners Court has knowledge that safety devices
for this site has been approved and is awaiting installation. We
are also aware that other crossings in the County are being
considered for these safety devices as funds become available.

THEREFORE BE IT KNOWN that the Upshur County Commissioners Court
respectfully asks Union Pacific Railroad,, St. Louis Southwestern
Railroad and TxDOT to please move with all possible speed toward
the installation of safety devices on every railroad grade crossing
in Upshur County to prevent any future grade crossing tragedies
within our County.



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

Kenny Thompson
Commissioner Pct. 3, Kenny Thompson

Date: 10-9-95

COMMISSIONER COURT
ATTENDANCE SHEET

Name	City of Residence
Bob Jones	Pittsburg, TX.
Bobby Pynes	PITTSBURG TX
RICHARD BREWSTER	PALESTINE TX
Muriel Lenthart	Gilmer, TX
Richard Stolly	" "
David McQuinn / Jan Small	" "
Steve Dean	✓
Dona Hegg	Gilmer
Sara Hines	Gilmer
Kenneth	GILMER
Rosa Mayhan	Gilmer
Jim Swilla	Gilmer
Stacy Mayhan	GILMER
Buck Cross	Gilmer
Robert T. Cregley	Gilmer
K. Lynn Harris	Gilmer

SUBJECTS

UPSHUR COUNTY LIBRARY MONTHLY REPORT
FOR THE MONTH OF SEPTEMBER, 1995

VOL 44 PG 929

REGISTRATION REPORT

Previous balance	Cards	5,646	Individuals	12,662
Added from city	-----cards	6	individuals	10
Added from county	-----cards	45	individuals	132
Total added for month	-----cards	51	individuals	142
Current balance	-----Cards	5,697	Individuals	12,804

CATALOGING REPORT

Total holdings as of	SEPTEMBER, 1, 1995	62,905
Adult books added	-----	257
Juvenile books added	-----	15
Total books added	-----	272
Non-book items added	-----	110
Total materials added	-----	382
Books withdrawn	-----	0
Non-book items withdrawn	-----	0
Total withdrawn	-----	0
Net Total materials added	-----	382
TOTAL HOLDINGS TO DATE--		<u>63,287</u>

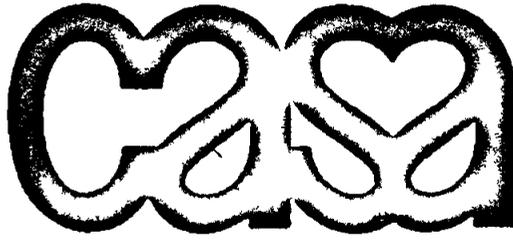
CIRCULATION REPORT

Materials circulated as of	SEPTEMBER 1, 1995	51,363
Adult books circulated	-----	2,865
Juvenile books circulated	-----	896
Total books circulated	-----	3,761
Pictures circulated	-----	0
Records circulated	-----	25
Adult cassette tapes	-----	89
Juvenile cassette tapes	-----	8
Video tapes	-----	177
Filmstrips	-----	0
Magazines	-----	39
Puzzles	-----	12
Total non-book materials circulated	-----	350
Interlibrary loans-books	-----	23
Non-book interlibrary loans	-----	4
Total interlibrary loans	-----	27
Total circulation for the month	-----	4,138
TOTAL FOR THE YEAR-----		<u>55,501</u>

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OTHER LIBRARY ACTIVITIES

Reference questions	-----monthly	1,555	to date	19,071
Patrons entering library	-----monthly	2,452	to date	24,810
Volunteer hours logged	-----monthly	101	to date	1,042
Use of conference room	-----monthly	20	to date	112
Use of Activity Center	-----monthly	26	to date	356
Library programs	-----monthly	4	to date	38
Attendance at programs	-----monthly	40	to date	1,643



Of Upshur County

September 26, 1995

Judge Charles Still
Upshur County Commissioners
P.O. Box 790
Gilmer, Tx. 75644

Dear Judge Still and Commissioners,

We appreciate the opportunity to thank you in advance for the \$10,000 you have budgeted for CASA of Upshur County.

We will work hard and do our best to use this money in a way that will be beneficial to the children assigned in this program.

Sincerely,

A handwritten signature in cursive script that reads "Patti Harris".

Patti Harris,
Secretary/Treasurer

55 OCT -9 PM 1:40