

NOTICE OF MEETING
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
MONDAY APRIL 22, 1996, 9:00 AM, REGULAR SESSION
UPSHUR COUNTY COURTHOUSE, THIRD FLOOR

AGENDA

1. Approve the minutes of the previous meeting.
2. Consider any budget amendments and take appropriate action.
3. Consider approval of payroll changes.
4. Consider approval of accounts payable and take appropriate action.
5. Accept for recording only an agreement between TxDOT and the tax office for use of RTS equipment.
6. Accept workers compensation insurance from Bullfinch Custodial Service to be placed in the court minutes for recording only.
7. Consider approval of a resolution for the submission of application for the Community Outdoor Outreach Program.
8. Hear Mark Russell of Good Shepherd Medical Center Ambulance Service.
9. Hear Talma Overstreet concerning the closing of Tiger Road.
10. Accept for recording only a prisoner custody agreement.
11. Consider a request from Marcell Reed of JTPA for use of the Rock building.
12. Hear Bubba Deberry and others from the Upshur County Fire Dist. with a request for assistance on communication system.
13. Review results of the public hearing on the use of the old Gilmer National Bank Building.
14. Advertise for bids on slurry-seal for county roads.
15. Approve applications for use of Upshur County roads and right of way.
16. Hear Kathy Langford concerning County Government Week.

Charles L. Still

Charles L. Still
County Judge

72 hour notice 4-18-96
(In accordance with Title III
of the Americans with Disabilities
Act, we invite all attendees to
advise us of any special accommodations
due to disability. Please submit your
request as far as possible in advance
of the meeting you wish to attend)

FILED
REX A. SHAW
COUNTY CLERK
96 APR 18 PM 1:58
UPSHUR COUNTY, TX.
BY _____
DEPUTY

UPSHUR COUNTY COMMISSIONER'S COURT
4-22-1996

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

1. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO APPROVE MINUTES OF PREVIOUS MEETING DATED 4-8-1996. MOTION CARRIED.
2. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO APPROVE BUDGET AMENDMENTS SUBMITTED BY COUNTY AUDITOR. MOTION CARRIED. COPY ATTACHED.
3. MOTION BY GADDIS LINDSEY SECONDED BY KENNEY THOMPSON TO APPROVE PAYROLL CHANGES FOR JANIS CHILDRESS DUE TO INTRODUCTORY PERIOD ENDING, KAY LYNN BROWN DUE TO PROMOTION AND FOR JOE NATHAN DANIELS DUE TO NEW HIRE. MOTION CARRIED. COPIES OF ALL PAYROLL CHANGE REPORTS ATTACHED.
4. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO APPROVE PAYMENT OF BILLS NOW DUE. MOTION CARRIED. COPY ATTACHED.
5. MOTION BY KENNEY THOMPSON SECONDED BY DAVID LOYD TO APPROVE AN AGREEMENT BETWEEN TEXAS DEPARTMENT OF TRANSPORTATION AND THE UPSHUR COUNTY TAX OFFICE FOR RECORDING PURPOSES ONLY. MOTION CARRIED. COPY OF AGREEMENT ATTACHED. (PREVIOUSLY APPROVED ON 3-25-1996.)
6. MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO APPROVE ACCEPTING WORKERS COMPENSATION INSURANCE FROM BULLFINCH CUSTODIAL SERVICE TO BE PLACED IN THE COURT MINUTES FOR RECORDING PURPOSES ONLY. COPY ATTACHED.
7. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO APPROVE RESOLUTION FOR THE SUBMISSION OF APPLICATION FOR THE COMMUNITY OUTDOOR OUTREACH PROGRAM. MOTION CARRIED. COPY OF RESOLUTION ATTACHED.
8. MARK RUSSELL, FROM GOOD SHEPHERD MEDICAL CENTER AMBULANCE SERVICE, MET WITH COURT TO ASK PERMISSION TO SELL AMBULANCE SERVICE MEMBERSHIPS WITHIN THE ORE CITY FIRE DISTRICT. COURT STATED THAT IT WOULD HAVE TO CHECK WITH LEGAL ADVISOR, TIM CONE. NO ACTION TAKEN.
9. TALMA OVERSTREET MET WITH COURT TO DISCUSS THE CLOSING OF TIGER ROAD. SHE PRESENTED COURT WITH A LIST OF NAMES REQUESTING CLOSING TIGER ROAD. MOTION BY KENNEY THOMPSON SECONDED BY DAVID LOYD TO TAKE FORMAL ACTION TO CLOSE TIGER ROAD. MOTION CARRIED. COPY OF LIST SUBMITTED BY MS. OVERSTREET ATTACHED.

10. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO APPROVE PLACING INTO THE MINUTES FOR RECORDING PURPOSES ONLY, THE PRISONER CUSTODY AGREEMENT FOR FISCAL YEAR 1996. MOTION CARRIED. COPY OF AGREEMENT ATTACHED.

11. NO ACTION TAKEN ON AGENDA ITEM CONCERNING A REQUEST FROM MARCELL REED OF JTPA FOR USE OF ROCK BUILDING. MARCELL REED WAS NOT PRESENT.

12. BUBBA DEBERRY MET WITH COURT TO REQUEST PURCHASING NEW EQUIPMENT FOR FIRE DISTRICT. AFTER BRIEF DISCUSSION, MOTION BY KENNEY THOMPSON SECONDED BY TOMMY STANLEY TO APPROVE GIVING FUNDS IN AMOUNT OF \$9,770.00 TO PURCHASE NEW RADIO EQUIPMENT FOR UPSHUR COUNTY FIRE DISTRICT. MOTION CARRIED.

14. MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO APPROVE ADVERTISING FOR BIDS FOR SLURRY-SEAL. MOTION CARRIED. BIDS WILL BE OPENED 5-13-1996.

15. MOTION BY GADDIS LINDSEY SECONDED BY DAVID LOYD 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 AMOCO PRODUCTION COMPANY TO PLACE 2 PIPELINES WITHIN THE ROW OF SNIDER ROAD.

PERMIT APPLICATION SUBMITTED BY AMOCO TO PLACE A PIPELINE IN ROW OF MARTIN ROAD.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY WOODLANDS FOREST SERVICE TO HAUL LOGS ON VERBENA AND VIOLET ROAD.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY HALIBURTON TO HAUL LOGS ON SNYDER ROAD.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY SMITH BROTHER LOGGING TO HAUL LOGS ON SHAMROCK ROAD.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY LASCO TO HAUL LOGS ON APPLE TREE.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY LASCO TO HAUL LOGS ON DAVIS ROAD

REQUEST FROM GTE TO PLACE A BURIED TELEPHONE CABLE IN ROW OF PYEATT ROAD FROM HIGHWAY 271 TO N. PT. PLEASANT ROAD.

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

13. AFTER DISCUSSION CONCERNING PUBLIC HEARING ON USE OF OLD GILMER NATIONAL BANK BUILDING WHICH WAS HELD 3-7-1996,

MOTION BY KENNEY THOMPSON SECONDED BY GADDIS LINDSEY TO APPROVE PLACING ALL DOCUMENTS CONCERNING MEETING AND RESULTS OF MEETING INTO COMMISSIONER'S COURT MINUTES. MOTION CARRIED. COPIES ATTACHED.

16. MOTION BY KENNEY THOMPSON SECONDED BY DAVID LOYD TO APPROVE ADOPTING PROCLAMATION PROCLAIMING APRIL 21-27 AS COUNTY GOVERNMENT WEEK AND PLACING COPY OF PROCLAMATION INTO COMMISSIONER COURT MINUTES. MOTION CARRIED. COPY ATTACHED.

ATTENDANCE SHEET AND COPY OF JURY SELECTION LIST PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.

MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO ADJOURN. MOTION CARRIED.

Charles Still

COUNTY JUDGE CHARLES STILL

Gaddis Lindsey

COMMISSIONER PCT. #1 GADDIS LINDSEY

Tommy Stanley

COMMISSIONER PCT. #2 TOMMY STANLEY

David Loyd

COMMISSIONER PCT. #3 DAVID LOYD

Charles (Kenney) Thompson

COMMISSIONER PCT. #4 CHARLES (KENNEY) THOMPSON

UPSHUR COUNTY
BUDGET AMENDMENTS

The following budget amendments were approved this the 22nd
day of April, 1996.

Charles F. Still
Charles Still, County Judge

Gaddis Lindsey
Gaddis Lindsey, Comm. Pct. 1

Tommy Stanley
Tommy Stanley, Comm. Pct. 2

David Loyd
David Loyd, Comm. Pct. 3

Kenny Thompson
Kenny Thompson, Comm. Pct. 4

FILED
REX A. SHAW
COUNTY CLERK
96 APR 22 PM 4:27
UPSHUR COUNTY, TX
BY _____ DEPUTY

LINE ITEM TRANSFER:

DATE: 4-22-96

Honorable commissioners count of Upshur County:

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

Amend

From:	FUND	DEPT.	ACCOUNT	AMOUNT
	10	401		280⁰⁰
To:	10	401	4490 3095 (1200)	200 ⁰⁰ 80 ⁰⁰ 1,000

REASON: to pay for ads on Belma Murray

Department Head

Charles J. Smith
Approved Commissioners Court

Attest County Clerk

Expenditure Account ID Mask(s): 10-401]

Ind	Acct ID.....	Current Budget	YTD Exp.....	Encumbrance...	Unenc. Balance
1	10-401-1000	166,500.00	80,850.00	0.00	85,650.00
2	10-401-1200	17,681.00	8,840.40	0.00	8,840.60
3	10-401-2150	14,090.00	6,463.56	0.00	7,626.44
4	10-401-2300	15,766.00	7,821.06	0.00	7,944.94
5	10-401-2450	150.00	64.54	0.00	85.46
6	10-401-3010	1,000.00	301.82	24.97	673.21
7	10-401-3095	422.00	421.95	78.85	-78.80
8	10-401-3097	75.00	0.00	0.00	75.00
9	10-401-4230	650.00	100.00	0.00	550.00
10	10-401-4490	448.00	604.88	0.00	-156.88
11	10-401-4502	7,900.00	649.63	0.00	7,250.37
12	10-401-4600	800.00	800.00	0.00	0.00
** 1 of 1 **		225,482.00	106,917.84	103.82	118,460.34

Enter Account Index for Detailed Budget Inquiry or 'X' to Exit: ___

AddsVp CON2 U 8:41AM 4/22/96 Emulation 80 10 CAP NUM

BUDGET AMENDMENT

LINE ITEM TRANSFER:

DATE: 4-22-96

Honorable commissioners count of Upshur County:

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

From:	FUND	DEPT.	ACCOUNT	AMOUNT
	10	476	3010	149
To:	10	476	5450	149

REASON: filings cabinet

Department Head

Charles A. Smith
Approved Commissioners Court

Attest County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

DATE: 4-22-96

Honorable commissioners count of Upshur County:

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

From:	FUND	DEPT.	ACCOUNT	AMOUNT
	10	554	3010	25
To:	10	554	3110	25

REASON:

Department Head

Charles L. Hill
Approved Commissioners Court

Attest County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

DATE: 4-22-96

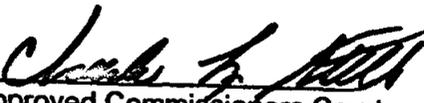
Honorable commissioners count of Upshur County:

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

From:	FUND	DEPT.	ACCOUNT	AMOUNT
	10	560	4495	100
To:	10	560	4480	100

REASON:

Department Head


Approved Commissioners Court

Attest County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

DATE: 4-22-90

Honorable commissioners count of Upshur County:

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

From:	FUND	DEPT.	ACCOUNT	AMOUNT
	10	580	5200	312
To:	10	580	5350	312

REASON:

Department Head

Charles R. Miller
Approved Commissioners Court

Attest County Clerk

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 5-1-96 Dept. 403/Co. Clerk
 Employee JANIS CHILDRESS
 Social Security No. _____ Emp ID# 753

CHANGES(S)	FROM	TO
Grade Step	7,1	7,2
Rate	995.31	1,015.91
Department		
Position		

REASON(S) FOR THE CHANGE(S)

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

96 APR 22 PM 4:28
 COU
 REX

Comments:

Authorized by: [Signature]
 Approved by: _____ Date: 4-10-96

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 5-1-96 Dept Sheriff
 Employee Kay Lynn Brown
 Social Security No 459-47-6601 Emp. ID# 442

X	CHANGE(S)	FROM	TO
	Grade Step	1710 1839.96	17.11 1880.55
	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"/>	Merrt increase
<input type="checkbox"/>	Promotion	<input type="checkbox"/>	Transfer
<input type="checkbox"/>	Longevity Increase	<input type="checkbox"/>	Demotion
<input type="checkbox"/>	Re-evaluation of Job	<input type="checkbox"/>	Retirement
<input type="checkbox"/>	Layoff	<input type="checkbox"/>	Discharged
<input type="checkbox"/>	Leave-of-Absence	<input type="checkbox"/>	Other

Comments

Position left open by Larry Sewell

Authorized by:

Approved by:

R.D. Green

Date:

4-17-96

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UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 4-9-96 Dept Sail/Dispatch
 Employee Joe Nathan Daniels
 Social Security No. 466-92-2365 Emp ID# _____

CHANGE(S)	FROM	TO
Grade, Step	<u>14.7 1511.33</u>	
Rate		
Department		
Position		

REASON(S) FOR THE CHANGE(S)

<input checked="" 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 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:
New Employee 6 mo. Intro.
Position left open by R. Kingle

Authorized by _____
 Approved by R.D. Crow Date 4-9-96

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

07 MAY 1996

THE SOFTWARE GROUP, INC

Disbursements for Vendor(s) TSG
Disbursements Made from 03/01/96 thru 05/07/96

PAGE 1

Check #	HC	Check Date	Check Amount	Invoice IDs	Vendor	Inv/Cr	Gross Amt/Init Bal	Description
54777-AP		04/08/96	\$15,341.08	95483	15108		\$561.08	SUP-SUPPORT&TRAINING ON SITE 1
				95484	15109		\$100.00	SUP-SITE VISIT/TROUBLE SHOOT P
				95261	R26970		\$305.00	CD TREAS-BANK MANAGER MAINT(4/
				95263	R26709		\$588.00	CD TREAS-PAYROLL CLIENT MAINT(
				95265	R26687		\$518.00	CD TREAS-ACCTS PAYABLE MAINT(4
				95266	R26765		\$2,382.00	CD TAX-AUTO TAX COLLECTING MAI
				95268	R26675		\$419.00	CD TAX-VOTER REG SYSTEM MAINT(
				95270	R26882		\$483.00	CD CLK-CHILD SUPPORT MAINT(4/1
				95271	R26880		\$309.00	D CLK-JURY CLIENT MAINT(4/1-6/
				95272	R26878		\$846.00	D CLK-CRIMINAL CASE MAINT(4/1-
				95273	R26877		\$300.00	D CLK-CIVIL CASE MAINT(4/1-6/3
				95274	R26875		\$690.00	D A-HOT CK MODULE MAINT(4/1-6/
				95275	R26874		\$168.00	D A-COURT ADM MAINT(4/1-6/30/9
				95276	R26873		\$253.00	D A-CRIM CASE MAINT(4/1-6/30/9
				95277	R26871		\$740.00	JP#4-JP PACKAGE MAINT(4/1-6/30
				95278	R27043		\$747.00	CD CLK-MISC FEES MAINT(4/1-6/3
				95279	R26869		\$875.00	CD CLK-CIVIL CASE MAINT(4/1-6/
				95280	R26867		\$584.00	CD CLK-INSTRUMENT INDEXING MAI
				95281	R26865		\$846.00	CD CLK-CRIM CASE MANG MAINT(4/
				95282	R27336		\$409.00	CD AUD-PURCHASE ORDER/MAINT(4/
				95283	R26864		\$266.00	CD AUD-OFF#63, SYST#147, SERV#SC
				95284	R26696		\$633.00	CD AUD-OFF#63, SYST#147, SERV#SC
				95285	R26967		\$214.00	CD TREAS-OFF#72, SYST#147, SERV#
				95485	R27303		\$2,105.00	CCP-ADULT PROB MAINT(4/1-6/30/
Total for TSG - THE SOFTWARE GROUP, INC			\$15,341.08					
Grand Total			\$15,341.08					

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

07 MAY 1996

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 04/22/96 thru 04/29/96

PAGE 1

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
54801-AP	04/22/96	360 COMMUNICATIONS	\$109 46	\$109 46	SUP&CCP-ACCT#CM0031B/APRIL 9'96 BILLING
54802-AP	04/22/96	A & A SALES & SERVICE	\$95 00	\$95 00	ROCK BLDG-SERVICE CALL;LABOR
54803-AP	04/22/96	A & E MILL AND WELDING SUPPL	\$30 30	\$10 10 \$20 20	PCT#4-CUST#173125/CYLINDER RENTAL (ACEM; OX150) PCT#2-CUST#173000/CYLINDER RENTAL (ACEL; OX275(3))
54804-AP	04/22/96	ACCU. CHEM LABORATORIES	\$798 00	\$244 50 \$345 50 \$150 00 \$58 00	CCP-PROFILES 3/11/96 CCP-PROFILES 3/15, 18-21/96 CCP-PROFILES 3/25-27/96 CCP-PROFILES 3/28-29/96
54805-AP	04/22/96	ACE LOCK & SAFE SERVICE	\$35 00	\$35 00	CO BLDGS-LOCKSET; KEYS
54806-AP	04/22/96	AMERICAN BLDG MAINTENANCE CO	\$3,008 36	\$3,008 36	CO. BLDG-MARCH '96 JANITORIAL SERVICES
54807-AP	04/22/96	AMERICAN STAR TRAVEL PLAZA	\$14 15	\$14 15	D A-JAMES E MONTGOMERY/HOT CK RESTITUTION
54808-AP	04/22/96	AMERICAN STARR PLAZA	\$23 66	\$23 66	D A-JAMES E. MONTGOMERY/HOT CK RESTITUTION
54809-AP	04/22/96	ARAMARK UNIFORM SERVICES, IN	\$988 70	\$39 15 \$50 85 \$50 85 \$35 40 \$39 15 \$50 85 \$52 75 \$30 20 \$148 30 \$66 20 \$46 65 \$32 75 \$46 05 \$50 85 \$46 65 \$30 20 \$44 15 \$50 85 \$46 65 \$30 20	PCT#4-CUST#6058001/UNIFORM SERVICE PCT#1-CUST#5945001/UNIFORM SERVICE PCT#2-CUST#5935001/UNIFORM SERVICE PCT#3-CUST#5963001/UNIFORM SERVICE PCT#4-CUST#6058001/UNIFORM SERVICE PCT#1-CUST#5945001/UNIFORM SERVICE PCT#2-CUST#5935001/UNIFORM SERVICE PCT#3-CUST#5963001/UNIFORM SERVICE PCT#4-CUST#6058001/UNIFORM SERVICE PCT#1-CUST#5945001/UNIFORM SERVICE PCT#2-CUST#5935001/UNIFORM SERVICE PCT#3-CUST#5963001/UNIFORM SERVICE PCT#4-CUST#6058001/UNIFORM SERVICE PCT#1-CUST#5945001/UNIFORM SERVICE PCT#2-CUST#5935001/UNIFORM SERVICE PCT#3-CUST#5963001/UNIFORM SERVICE PCT#4-CUST#6058001/UNIFORM SERVICE PCT#1-CUST#5945001/UNIFORM SERVICE PCT#2-CUST#5935001/UNIFORM SERVICE PCT#3-CUST#5963001/UNIFORM SERVICE
54810-AP	04/22/96	ARKLA GAS	\$1,797 46	\$575 80 \$167 03 \$381 17 \$237 19 \$170 08 \$192 65	J. CTR-ACCT#0721336289005/APRIL 9'96 BILLING ROCK. BLDG-ACCT#0821334069001/APRIL 10'96 BILLING CO. CTH-ACCT#0821334321006/APRIL 10'96 BILLING CO. LIB-ACCT#0821335367008/APRIL 10'96 BILLING CO LIB-ACCT#0821335368006/APRIL 10'96 BILLING BANK ANNEX-ACCT#0921336003014/APRIL 11'96 BILLING

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Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC.

Disbursements Made from 04/22/96 thru 04/29/96

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14112 0 0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 00

Check #	RC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$62.09	PORTER BLDG-ACCT#0921336007007/APRIL 11'96 BILLING
				\$11.45	PCT#3-ACCT#0921334261002/APRIL 12'96 BILLING
54811-AP	04/22/96	AUTOMOTIVE ADDITONS EQUIPME	\$90.00	\$90.00	CO S-INSTALL LIGHTS
54812-AP	04/22/96	BARRY WALLACE, ATTY	\$845.75	\$845.75	D. CT-CAUSE#34-95 FLUELLEN CHILDREN 3/12/96
54813-AP	04/22/96	BAXTER SALES CO., INC.	\$838.80	\$838.80	CO. JAIL-CUST#01-0008880/TOILET TISSUE; TRASH BAGS; LYSOL CLNR; SPRAY BOTTLES
54814-AP	04/22/96	BILL MITCHELL	\$40.00	\$40.00	PCT#3-(20) yds GRAVEL @ \$2.00 per. LOAD
54815-AP	04/22/96	BOX OFFICE TRAVEL	\$564.64	\$564.64	CO JAIL-INV#2179&90 (RONNIE PARKER, PRISONER&CROMLEY)@DENVER
54816-AP	04/22/96	BROOKSHIRES	\$119.51	\$37.69 \$47.38 \$34.44	D A-WILLIAM WHITE/HOT CK.RESTITUTION D A-VICKIE BERNARD/HOT CK RESTITUTION D A-LINDA O'BRAINT/HOT CK RESTITUTION
54817-AP	04/22/96	BUTANE GAS & ELECTRIC CO , I	\$25.00	\$25.00	PCT#4-ACCT#004793/PROPANE
54818-AP	04/22/96	CHAMBERLAIN'S HOME CENTER	\$131.67	\$45.00 \$34.50 \$52.17	CO BLDGS-CUST#205/BULBS CO BLDGS-CUST#205/BULBS CO BLDGS-CUST#205/BULBS
54819-AP	04/22/96	CHEROKEE COUNTY	\$268.00	\$268.00	CO CT-#MI18, 273 KATHY STRICKLAND/MENTAL
54820-AP	04/22/96	CHERYL L TOLES	\$420.00	\$420.00	D CT-COURT REPORTING 4/8-10/96
54821-AP	04/22/96	CHEVRON U S A. INC	\$83.76	\$83.76	CCP-ACCT#7898789859/MARCH 29'96 BILLING
54822-AP	04/22/96	CHILDERS & SONS REPAIR	\$603.88	\$603.88	CCP-EQUIPMENT & REPAIR
54823-AP	04/22/96	CINDY GRIMES	\$30.00	\$30.00	CCP-VICTIM'S IMPACT PANEL 4/15/96
54824-AP	04/22/96	CITY DRUG COMPANY	\$6.30	\$6.30	SUP-TICKET#230513/PICTURES
54825-AP	04/22/96	CITY PRODUCTIONS INC	\$248.85	\$248.85	CO LIB-CUST#TX0175/FORMING OF A NATION
54826-AP	04/22/96	CIVIC RESEARCH INSTITUTE, IN	\$95.95	\$95.95	SUP-#114837-82/THE SEX OFFENDER
54827-AP	04/22/96	COLLINS PHARMACY	\$105.85	\$59.55 \$32.12 \$5.79 \$8.39	IND-ROSIE WEBB/RX#309820 IND-ROSIE WEBB/RX#307150&51 IND-ELAINE ROBERTS/RX#30727 IND-ELAINE ROBERTS/RX#30762
54828-AP	04/22/96	COMMUNITY REHABILITATION	\$440.00	\$440.00	CCP-MARCH '96 COUNSELING BILLING
54829-AP	04/22/96	COMPLETE BUSINESS	\$199.57	\$14.18	JP-CUST#LNO461/RICOH F4415 COPY COUNT

NOV 15 1996

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

07 MAY 1996

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 04/22/96 thru 04/29/96

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$44.59	03/01/96-04/01/96(1070 COPIES) CO. LIB-CUST#LN0461/COPY COUNT CNT (3196 COPIES, 04/01/96-05/01/96)
				\$7.58	JP#1-CUST#LN0461/COPY COUNT CNT (534 COPIES 03/01/96-05/01/96)
				\$96.59	CD CLK-CUST#LN0461/RICOH F5540(MAR 01/96-APR 01/96 COPIES MADE 7155)
				\$36.63	SUP-CUST#LN0461/2713 COPIES, MAINT 3/1-3/29/96
54830-AP	04/22/96	CORRECTIONAL SECURITY SERVIC	\$155.00	\$155.00	CCP-S. GROSS/0978
54831-AP	04/22/96	DALE A BURROWS	\$2.15	\$2.15	D A-REIMBURSE/BLANK VIDED TAPE(CAUSE#11, 572)
54832-AP	04/22/96	DARRELL RAY	\$41.18	\$41.18	SUP-REIMBURSE/142mi@ 29ea 12/18/95-4/2/96
54833-AP	04/22/96	DONALD & PATSY POPE	\$30.00	\$30.00	PCT#3-(30)yds SAND@ \$1.00per yd
54834-AP	04/22/96	EAST TEXAS MEDICAL	\$1,455.78	\$354.22 \$241.96 \$213.10 \$224.70 \$143.00 \$278.80	CO JAIL-ASHLEY M YATES/EMRG RM, LAB 12/22/95 CO JAIL-TERESA KAY RODRIGUEZ/MEDICAL 1/4/96 CO JAIL-SUNKISTE BLANO/EMRG. RM, MEDICAL 1/9/96 CO JAIL-JENNIFER DAWN NEWMAN/EMRG RM 1/18/96 CO JAIL-#22833-O/DAVID KNIGHT 1/20/96 CO JAIL-ROBERT M STRACENER/EMRG RM 3/15/96
54835-AP	04/22/96	ECONOMIC DEVELOPMENT BOARD	\$4,750.00	\$4,750.00	ECON BD-3RD QTR FUNDING (APRIL-JUNE '96)
54836-AP	04/22/96	ECONOMY AUTO SUPPLY, INC	\$288.39	\$33.90 \$7.50 \$55.43 \$11.65 \$70.88 \$70.63 \$26.56 \$7.06 \$4.78	PCT#4-HY OIL PCT#3-LABOR PCT#4-ALTERNATOR, BOLTS PCT#4-MISC PARTS FOR UNIT #411 PCT#4-SHOCKS PCT#4-BATTERY, TRANSMISSION FLUID PCT#4-ANTIFREEZE, VULCRO-FLEX, HOSE CLAMP PCT#4-FILTER WRENCH PCT#4-PARTS
54837-AP	04/22/96	EDGE OFFICE PRODUCTS	\$451.74	\$451.74	I C-(15)20#PAPER
54838-AP	04/22/96	ELWELL'S OIL & LUBE	\$61.50	\$17.00 \$27.50 \$17.00	CO BLDGS-OIL, FILTER, LABOR CO S-INSP STICKER, OIL, FILTER, LABOR CO. S-OIL, FILTER, LABOR
54839-AP	04/22/96	EQUIPMENT & PARTS	\$45.54	\$45.54	PCT#3-RELIEF VALVE FOR 310C BACKHOE
54840-AP	04/22/96	EXPRESS LUBE DBA	\$184.10	\$18.95 \$31.90 \$18.95 \$18.95 \$28.95 \$39.45	CO S-UNIT#20/OIL, FILTER, LABOR CO S-UNIT#22/HEADLIGHT, OIL, FILTER, LABOR CO. S-UNIT#23/OIL, FILTER, LABOR CO S-UNIT#6/OIL, FILTER, LABOR CO. S-UNIT#21/OIL, FILTERS, LABOR CO S-UNIT#3/INSPECTION

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				\$26 95	STICKER; OIL; FILTERS; LABOR CO. S-UNIT#17/OIL; FILTERS; LABOR
54841-AP	04/22/96	FANNIN FARM EQUIPMENT	\$177 50	\$10 50	PCT#3-OXYGEN/281CF
				\$19 50	PCT#3-OXYGEN/406CF
				\$132 00	PCT#1-OXYGEN(4); ACETYLENE(4)
				\$15 50	PCT#2-MARCH CYLINDER RENTAL
54842-AP	04/22/96	FEDERAL WAGE & LABOR	\$366 40	\$366 40	CO TREAS-REQ/M. HARRIS & L. TUEL
54843-AP	04/22/96	FEDEX	\$43 00	\$43 00	CO JAIL-ACCT#1716-1325-6/SHIPMENTS TO HUNTSVILLE(3)
54844-AP	04/22/96	GALL'S INC.	\$1,833 20	\$1,087 63	DPS-(5)ALCOSCREEN 1000 BREATH TESTERS
				\$52 93	CONST#4-ACCT#0015331580/CLIPBOARD HOLDER; LENS W/CASE
				\$402 94	CO S-SECURITY SCREEN (FOR NEW CAR)
				\$206 93	CO S-(2)MAG CHARGER FLASH LIGHTS
				\$82 77	CO S-(1)STREET THUNDER ADD-ON CONSOLE (NEW CAR)
54845-AP	04/22/96	GENERAL SERVICES COMMISSION	\$99 65	\$99 65	NON DEPT-MONTHLY SUBSCRIPTION(TX SURPLUS)
54846-AP	04/22/96	GEORGE P BANE, INC.	\$101 45	\$101 45	PCT#1-ACCT#91935/MASTER CYLINDER; FREIGHT
54847-AP	04/22/96	GILMER CABLE TV CO, INC	\$63 00	\$63 00	CO JAIL-ACCT#13891/APRIL '96 CABLE BILLING
54848-AP	04/22/96	GILMER DRUG COMPANY	\$560 88	\$18 36	CO JAIL-LOIS PENNINGTON/PRESCRIPTION
				\$77 05	CO JAIL-TED COOK, MARYLIN BURCHER; LARRY BEASLEY/PRESCRIPTIONS
				\$59 69	CO JAIL-BARRY SLIDER/PRESCRIPTION
				\$12 60	CO JAIL-LOIS PENNINGTON/PRESCRIPTION
				\$207 72	CO JAIL-SANDRA DUFFEY, RONNIE PARKER; JESSIE JACKSON/PRESCRIPTIONS
				\$17 77	CO JAIL-JESSIE JACKSON; BYRON WESLEY/PRESCRIPTIONS
				\$167 69	CO JAIL-TED COOK/PRESCRIPTIONS
54849-AP	04/22/96	GILMER LUMBER COMPANY INC	\$150 54	\$23 70	CO BLDGS-SPRAY PAINT
				\$7 50	CO BLDGS-CONCRETE BLOCK
				\$64 91	CO JAIL-CUST#0021020/MOLDING; ANCHORS; SCREWS; RACKETS, GLUE; NAILS; PLYWOOD
				\$34 71	CO JAIL-CUST#0021020/PAINT; PLYWOOD
				\$4 95	CO JAIL-CUST#0021020/PAINT
				\$21 12	CO BLDGS-CEILING TILE
				\$6 35CR	CO BLDGS-RETURNED CONCRETE BLOCKS & GOT SHIMS
54850-AP	04/22/96	GILMER MEDICAL CLINIC	\$47 57	\$47 57	IND-BILLY JOE WILLIAMS/PHYSICIAN 11/10/95
54851-AP	04/22/96	GILMER OFFICE CENTER	\$328 12	\$38 50	JUV PROB-(500)BUSINESS CARD/L FLUELLEN

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				\$149 00	D A-2 DRAWER FILE CABINET
				\$10 08	I. C -LEAD PENCILS
				\$8.18	D CLK-OFFICE SUPPLIES
				\$6 38	D A-BALANCE DUE ON ACCT#UPDIST
				\$40 75	CO TREAS-SCREW POSTS
				\$75 23	CO TREAS-RATE SHEETS
54852-AP	04/22/96	GRADY OILES	\$2,374 70	\$2,295 00	PROG SAN-IBM 3330-P90 COMPUTER, 14"COLOR MONITOR, SOFTWARE
				\$79 70	PROG SAN-BURGE SUPPRESSOR, MOUSE
54853-AP	04/22/96	GREEN GENES NURSERY	\$59 00	\$59 00	CO BLDGS-ACCT#746/SPRINKLER HEADS
54854-AP	04/22/96	GRIFFITH & BENNETT, P C	\$170 00	\$170 00	D CT-CAUSE#286-93 L KERR/STATEMENT OF FACTS(PD TO PATRICIA HARRISON)
54855-AP	04/22/96	GUSSIE WEBB	\$25 00	\$25 00	PCT#3-(20)yds GRAVEL@ \$1 25per yd
54856-AP	04/22/96	HERBERT L YOUNG	\$6,111 89	\$1,566 82	PCT#2-DIESEL(925 GALS @ \$0 71 5); GASOLINE(910 GALS @ \$0 99 5)
				\$2,156 10	PCT#4-DIESEL(1835GALS @ \$0 79); GASOLINE(710 GALS @ \$0 99 5)
				\$159 59	CO BLDGS-163 GALS GASOLINE
				\$40 13	PCT#2-GASOLINE(39 GALS)
				\$67 34	CONST#2-GASOLINE/63 GALS
				\$2,121 91	CO S-2025 GALS GASOLINE
54857-AP	04/22/96	HOLMES CONCRETE PIPE	\$418 95	\$139 65	PCT#2-TILE 15" X 36"
				\$279 30	PCT#2-CULVERTS 15" X 36"
54858-AP	04/22/96	INFORMATION GUIDE ON COUNTY	\$129 60	\$57 60	COMM CT-SUBSCRIPTION RENEWAL/1996
				\$72 00	CO AUD-SUBSCRIPTION RENEWAL/1996
54859-AP	04/22/96	J & K ENTERPRISES	\$268 75	\$268 75	PCT#4-55gal. KF-10 SOAP, PUMP, CAM SWITCH
54860-AP	04/22/96	JAMES A CROW, JP#5	\$870 12	\$150 40	NON DEPT-REIMBURSE/POSTAGE 11/3/95-3/12/96
				\$18 79	JP#3-REIMBURSE/MEALS@SCHOOL
				\$700. 93	JP#3-REIMBURSE/2417mi@. 29ea; DEATHS&ARRAIGNMEN TS 10/29/95-3/23/96
54861-AP	04/22/96	JAMES B. ZIMMERMANN	\$526. 64	\$526 64	D. CT-VISTING JUDGE EXPENSES 3/18-22/96
54862-AP	04/22/96	JAMES DeCUIR	\$6 47	\$6 47	CO JAIL-REIMBURSE/MEAL(TRANSPORTED EDWARD L. SIMMONS)FROM DIBOLL
54863-AP	04/22/96	JAMES GEE	\$8 00	\$8 00	CCP-REIMBURSE/CAR WASH FOR DEPT VEHICLES
54864-AP	04/22/96	JAMES STOKER	\$288 00	\$288 00	PCT#1-(72)loads DIRT@ \$4 00per LOAD
54865-AP	04/22/96	JAN WILLIAMS	\$5 28	\$5 28	CO LIB-REIMBURSE/MEAL@FRANSTON MEETING

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54866-AP	04/22/96	JODAC OFFICE SUPPLY	\$1,190.00	\$1,190.00	CO. S-COMPUTER TABLE; 36x72" DESK; SEC. CHAIR; 30x96 FOLDING TABLE; WINE SWIVEL ARM CHAIR
54867-AP	04/22/96	JOYCE MORRISON	\$50.52	\$40.37	CO LIB-REIMBURSE/121mi@ 29**; MEAL@FRANKSTON MEETING
				\$10.15	CO LIB-REIMBURSE/35mi@. 29**; BI@ SANDY (FOREST TRAIL LIBRARY)
54868-AP	04/22/96	K&S KWIK STOP	\$5.00	\$5.00	CO BLDGS-GASOLINE
54869-AP	04/22/96	K-COMMUNICATIONS	\$1,145.85	\$1,145.85	JP#2-(2)KENWOOD RADIOS; MOUNT; ANTENNAS; SPEAKERS
54870-AP	04/22/96	KAY TAYLOR	\$30.00	\$30.00	CCP-VICTIM'S IMPACT PANEL 4/15/96
54871-AP	04/22/96	KILGORE COLLEGE	\$30.00	\$30.00	CO S-TUITION FOR NARCOTIC SEARCH WARRANT ENTRY COURSE/KAY BROWN
54872-AP	04/22/96	LIDLAW WASTE SYSTEMS	\$648.29	\$683.29	WASTE-ACCT#070-20542/BASIC SERVICE 3/15/96
				\$35.00	CR WASTE-UNUSED CREDIT ON ACCOUNT
54873-AP	04/22/96	LAUREN PARISH	\$311.18	\$311.18	APRIL '96 JUVENILE PROBATION BOARD
54874-AP	04/22/96	LAW OFFICES OF CHARLES H CLA	\$553.69	\$32.73	NON DEPT-PCM REF 7004694/APRIL 5'96 BILLING
				\$520.96	NON DEPT-PCM REF 7004694/APRIL 5'96 BILLING
54875-AP	04/22/96	LAWSON PRODUCTS, INC	\$403.63	\$403.63	PCT#2-ACCT#7392542 58820/HEX NUTS, TUF-TORG, WASHERS, TERMINAL ASST
54876-AP	04/22/96	LAWYERS COOPERATIVE PUBLISHI	\$50.00	\$50.00	LAW LIB-ACCT#918116 83031/US SUPREME COURT REPORTS 2D VOL 116
54877-AP	04/22/96	LESLIE'S SMALL ENGINES	\$33.45	\$33.45	PCT#3-SHARPEN CHAIN, FUEL FILTER, BATTERY
54878-AP	04/22/96	LONG MOTOR COMPANY, INC	\$286.87	\$24.36	PCT#4-PARK LIGHT FOR UNIT #411
				\$38.94	PCT#3-WIRING HARNESS FOR UNIT#314
				\$147.57	PCT#3-BRAKE BOOSTER
				\$76.00	CO. S-UNIT#21/TUNE MOTOR; REPLACE SPARK PLUGS
54879-AP	04/22/96	LONVIEW ASPHALT INC.	\$110.60	\$110.60	PCT#1-CUST#221770/BAL ON ACCT OIL SAND
54880-AP	04/22/96	LYLE POTTER, JP#2	\$25.73	\$25.73	D A-ALVENA SUE BAXTER/HOT CK RESTITUTION
54881-AP	04/22/96	MAIL PROS, INC	\$354.69	\$354.69	NON DEPT-MARCH'96 PROCESSING FEE FOR MAIL
54882-AP	04/22/96	MED SHOP	\$111.88	\$75.18	D A-DEREAUX COLE/HOT CK RESTITUTION
				\$36.70	D A-CYNTHIA MYERS/HOT CK RESTITUTION

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54883-AP	04/22/96	MICHEAL L SMITH, TAX-ASSESSO	\$265.00	\$265.00	D A-ROBERT FLETCHER/HOT CK RESTITUTION
54884-AP	04/22/96	MIKE LOYD	\$372.35	\$372.35	CO VET-REIMURSE/310mi@.29ea.LODGING, MEALS(SPR ING CONF@FT. WORTH)
54885-AP	04/22/96	MIKE REARDON PLUMBING	\$65.00	\$65.00	CO CTH-3rd FLOOR/DRINKING FOUNTAIN KIT&LABOR
54886-AP	04/22/96	N & E. TX CO JUDGES&COMM ASSOC	\$450.00	\$90.00	COMM CT-REGISTRATION/GADDIS LINDSEY, PCT#1, COMM \$90.00 COMM CT-REGISTRATION/TOMMY STANLEY, PCT#2, COMM \$90.00 COMM CT-REGISTRATION/CHARLES L STILL, CO JUDGE \$90.00 COMM CT-REGISTRATION/DAVID LOYD, PCT#3, COMM \$90.00 COMM CT-REGISTRATION/CHARLES K. THOMPSON, PCT#4, COMM
54887-AP	04/22/96	NATIONSBANK, NA	\$165.21	\$165.21	SUP-ACCT#1155-1155/MARCH 24'96 BILLING
54888-AP	04/22/96	NEWSOME'S GROCERY	\$231.32	\$150.00 \$81.32	D A-KIMBERLY BEEKMAN/HOT CK RESTITUTION D. A-THERESA ESTES/HOT CK RESTITUTION
54889-AP	04/22/96	PAT McDOWELL	\$177.73	\$177.73	D CT-VISITING JUDGE EXPENSES 4/8-10/96
54890-AP	04/22/96	PATRICIA HARRISON	\$360.00	\$90.00 \$180.00 \$90.00	CO CT-COURT REPORTING 03/29/96 D. CT-COURT REPORTING 04/05/96 CO CT-COURT REPORTING 04/09/96
54891-AP	04/22/96	PATTERSON PLUMBING	\$12.00	\$12.00	CO BLDGS-WASHERS
54892-AP	04/22/96	PAUL BANNER	\$97.04	\$97.04	D CT-VISITING JUDGE EXPENSES 4/1&4/5/96
54893-AP	04/22/96	PROFESSIONAL TECHNICAL ASSIS	\$52.50	\$52.50	CO S-RADIO BATTERY; LABOR
54894-AP	04/22/96	GUEST TOTAL CARE PHARMACY	\$71.88	\$59.30 \$11.69 \$0.89	CO JAIL-ACCT#6000075/FRGT TICKET#10592/COMPUT ER CO JAIL-ACCT#6000075/B SLADER CO. JAIL-ACCT#6000075/FIN. CHR
54895-AP	04/22/96	QUILL CORPORATION	\$161.53	\$161.53	SUP-ACCT#49034/SUPPLIES
54896-AP	04/22/96	RICKY LEWIS PLUMBING	\$163.88	\$163.88	CO BLDG-COOLING TOWER PARTS/LABOR
54897-AP	04/22/96	ROBERT CROMLEY	\$69.57	\$69.57	CO JAIL-REIMBURSE/RONNIE LEE PARKER/PRISONER EXPENSES&DENVER
54898-AP	04/22/96	ROBERT D BENNETT	\$1,000.00	\$500.00 \$500.00	CO CT-CAUSE#21, 489 REGINA PARISH(APPT. CT 1995) CO CT-CAUSE#21, 490 INTHA POE (APP. CT. 1995)

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54914-AP	04/22/96	TEXAS COLLEGE OF PROBATE JUD	\$175 00	\$175 00	ED FUND-REGISTRATION/CHARLES L STILL, CO JUDGE
54915-AP	04/22/96	TEXAS CORRECTIONS ASSDC.	\$110 00	\$110 00	SUP-REGISTRATION/CHRIS BROWN
54916-AP	04/22/96	TEXAS COUNTY PRINTING	\$175 38	\$175 38	D CLERK-500 CIVIL DOCKET SHEETS
54917-AP	04/22/96	THE BANK OF NEW YORK	\$179 08	\$179 08	DEBT SERVICE-UPSHURGOB91/SERIES '91 ADM FEES 2/6-7/31/96
54918-AP	04/22/96	THE CIMA COMPANIES, INC.	\$357 50	\$357 50	CCP-VIS INS. RENEWAL 7/1/96-97
54919-AP	04/22/96	THE GILMER MIRROR	\$707 85	\$143 85	JP'S-FEE SHEETS PRINTED
				\$220 50	CO TREAS-QTRLY REPORT PRINTED
				\$38 40	COMM CT-HELP WANTED AD/SENIOR EMPLOYEE
				\$49 80	COMM CT-PUBLIC NOTICES/ROAD OIL BIDS
				\$94 50	COMM CT-PUBLIC HEARING/BANK BLDG
				\$94 50	COMM CT-PUBLIC HEARING NOTICE/BANK BLDG
				\$39 60	COMM CT-PUBLIC NOTICE/JANITORIAL SERVICES
					BIDS
				\$20 20	CO JAIL-TICKET#1636/8 DRY ERASERS, TAPE DISPENSER
				\$19 60	SUP-CLASSIFIED AD
				\$12 50	CO JAIL-STAMP
				\$1 90	CO S-TICKET#1689/2 PKG 3x5 CARDS
				\$27 50CR	CO. TREAS-DISCT ON QTRLY REPORT PRINTED(2/29/96 STATEMENT)
54920-AP	04/22/96	THE RAILROAD YARD, INC	\$3,885 00	\$3,885 00	PCT#3-(1)9"x42"USED TANK CAR
54921-AP	04/22/96	THE TEXAS LAWYER	\$195 00	\$195 00	D CT-1YR. SUBSCRIPTION
54922-AP	04/22/96	THE UNIVERSITY OF TEXAS AT A	\$145 00	\$145 00	CO AUD-REGISTRATION/DONA FLIPPO, CO AUDITOR
54923-AP	04/22/96	TRAVIS HATHCOCK	\$60 00	\$60 00	PCT#3-(6)yds SAND@ \$1.00per yd
54924-AP	04/22/96	UNIVERSAL TIME EQUIPMENT COM	\$480 00	\$480 00	D CLK-TIME DATE MACHINE
54925-AP	04/22/96	UPSHUR COUNTY	\$11,524.57	\$2,457 06	3/31/96 QTR ENDING STATE COURT COST&ARREST FEES
				\$229 87	SUP-REIMBURSE/VALU-LINE#89 75. MAIL PROS
				\$140 12	
				\$8,837.64	3/31/96 QTR ENDING STATE ARREST FEES
54926-AP	04/22/96	UPSHUR-RURAL ELECTRIC COOP ,	\$51 38	\$18.27	ELECTION-ACCT#30696361/GRICE BLDG 4/12/96 BILLING
				\$33.11	PCT#4-ACCT#121782522/APRIL 15'96 BILLING
54927-AP	04/22/96	VALU-LINE	\$628 90	\$628 90	TELE COMM-ACCT#87390/APRIL 1'96 BILLING

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54928-AP	04/22/96	VARNADO FEED SERVICE	\$112.95	\$112.95	CO CTH-(1)bg 13-13-13(2)bgs 34-0-0, ROUNDUP
54929-AP	04/22/96	VINGO FOODS	\$21.67	\$21.67	D A-LURLENE JEFFERY/HOT CK. RESTITUTION
54930-AP	04/22/96	VINYARD'S	\$387.61	\$27.91 \$75.34 \$76.91 \$207.45	D A-CRAIG TAYLOR/HOT CK RESTITUTION D A-DANNY SHILLINGS/HOT CK RESTITUTION D A-DANNY SHILLING/HOT CK RESTITUTION D A-ALVENA SUE BAXTER/HOT CK. RESTITUTION
54931-AP	04/22/96	VIRGINIA EFNEP PROGRAM	\$18.00	\$18.00	CO EXT-SMART CHOICES W/FOOD LABELING
54932-AP	04/22/96	WAL-MART #146	\$96.82	\$96.82	D A-ALVENA SUE BAXTER/HOT CK. RESTITUTION
54933-AP	04/22/96	WALMART STORE #146	\$198.88	\$24.97 \$11.74 \$36.37 \$3.45 \$30.52 \$91.83	JP#4-ANSWERING MACHINE CO JAIL-PRINTER CABLE, CANNED AIR CO S-ROUGHTOTES, CAR MATS SUP-FILM PROCESSING ISP-ACCT#147/CASSETT RECORDER, TAPE, BATTERIES SUP&CCP-CAMERA, LEGEND 2gal, CUPS
54934-AP	04/22/96	WASHCO, INC.	\$126.80	\$126.80	CO JAIL-GRAY BOX/DRYER PART
54935-AP	04/22/96	WEST SIDE FURNITURE	\$27.82	\$27.82	PCT#4-MOUNTS FOR SAW
54936-AP	04/22/96	WHITE SWAN, NORTH	\$317.12	\$255.86 \$61.26	CO JAIL-CUST#420711/ASSORTED FOODS CO JAIL-CUST#420711/ASSORTED FOODS
54937-AP	04/22/96	WILSON CULVERTS, INC	\$331.20	\$331.20	PCT#1-STEEL CULVERT(36"X24')
54938-AP	04/22/96	WINN'S AUTO & TRUCK REPAIR	\$254.45	\$75.45 \$64.08 \$114.92	CO S-UNIT#8/CHECK CHARGING SYSTEM; REPLACE BATTERY CO S-UNIT#20/CHECK ENGINE; REPLACE WIRES, ANTIFREEZE CONST#2-STARTER; LABOR
54939-AP	04/22/96	YAZELL CHEVROLET-OLDS, INC	\$98.99	\$98.99	PCT#4-VEHICLE INSPECTION, TURN SIGNAL SWITCH; BULBS; LABOR
54972-AP	HC 04/22/96	GILMER NATIONAL BANK	\$200,000.00	\$200,000.00	CD#12379 PURCHASED @ 5.34% FOR 8 DAYS(04/30/96)
54973-AP	HC 04/24/96	DEANNA DRENNAN	\$1,367.42	\$1,367.42	D CT-OFFICE FURNISHINGS
55163-AP	HC 04/26/96	U. S. POSTMASTER	\$3,000.00	\$3,000.00	NON DEPT-POSTAGE FOR MAIL PROS INC.
Total for AP - ACCOUNTS PAYABLE			\$313,291.26		

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311-INS	HC 04/26/96	BEHRENS INCORPORATED	\$944 26	\$944 26	GROUP #160. PAYMENT REGISTER DATED 04/19/96
Total for INS - INSURANCE			\$944 26		
Grand Total			\$314,235 52		

Charles L. Still
COUNTY JUDGE, CHARLES L. STILL

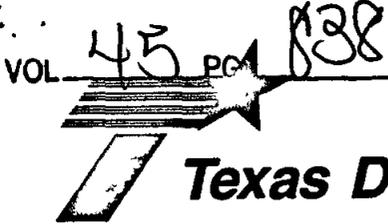
Goddis Lindsey
COMMISSIONER PCT#1, GODDIS LINDSEY

Tommy Stanley
COMMISSIONER PCT#2, TOMMY STANLEY

David Loyd
COMMISSIONER PCT#3, DAVID LOYD

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

VOL 415 PG 887



Texas Department of Transportation

VEHICLE TITLES AND REGISTRATION DIVISION • AUSTIN, TEXAS 78779-0001 • (512) 465-7611

October 3, 1994

TAC LTR 52-94

TO: ALL COUNTY TAX ASSESSOR-COLLECTORS

SUBJECT: REGISTRATION AND TITLE SYSTEM (RTS) AGREEMENT FORM

Implementation of the automated Registration and Title System (RTS) begins with the Austin Region in late November, 1994. The conditions for installation and operation of the RTS automated equipment in the counties, and the requirement that an agreement form be signed by the department and counties are set forth under Title 43, Texas Administrative Code (TAC), Section 17.53 -17.55 (see attached).

Please review the attached AGREEMENT FOR THE USE OF STATE OF TEXAS AUTOMATION EQUIPMENT form carefully. To ensure a full understanding of its provisions, we suggest that you and the county judge meet to discuss the document. Completion of the form will involve a two step process.

STEP 1 - APPROVAL AND SIGNING OF THE AGREEMENT FORM: Once the county agrees to the terms and conditions defined in the agreement form, the County Commissioners Court is directed by the Texas Administrative Code to signify such approval through passage of an Order or Resolution authorizing the County's execution of this agreement (Section 17.55).

We request that you initiate this process at the earliest opportunity. Once the agreement form is signed by the County Judge, and County Tax Assessor-Collector, and attested to by the County Clerk, the original or certified copy of the enabling Order or Resolution and the original copy of the signed agreement form should be forwarded to the department as soon as possible, but no later than 60 days prior to the scheduled RTS implementation date for the county.

The mailing address for these documents is:

Vehicle Titles and Registration Division
Registration and Title System Project
4000 Jackson Ave.
Austin, Tx 78731

Once received from the county and signed by the department's Assistant Executive Director for Motorist Services, the original copy of the completed agreement form will be retained by the department, and a copy will be returned to the county.

FILED
REX A. SHAW
OCT 11 1994
22 PM 4:27
COUNTY, TX

October 3, 1994

VOL 115 PG 20

STEP 2 - SIGNING OF EXHIBIT B, Part 2: Upon installation of the state-procured RTS equipment, the EXHIBIT B, Part 2, TxDOT EQUIPMENT INVENTORY LISTING section of the agreement form will be completed by the department. Upon verification by the county that the listed equipment is in place, the County Tax Assessor-Collector and Vehicle Titles and Registration Division representative shall sign as indicated. A copy of this completed section will be retained by the county and the original forwarded to the department at the address shown above for attachment to the department's copy of the signed agreement form submitted by the county.

We appreciate your cooperation and prompt response on this very important matter. Should you have any questions regarding this document you may contact me or Lawrance Smith at 512/465-7570, or Bob Braden and Mike Craig at 465-7970.

Sincerely,



Jerry L. Dike, Director
Vehicle Titles and
Registration Division

JLD:MC:cs

Attachments

Rev. 9/30/94

Agreement No. _____

STATE OF TEXAS *

COUNTY OF TRAVIS *

**AGREEMENT FOR THE USE OF STATE
OF TEXAS AUTOMATION EQUIPMENT**

THIS AGREEMENT, is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the County of _____, Texas, acting by and through its duly authorized officials, hereinafter called the "County".

W I T N E S S E T H

WHEREAS, the State is statutorily responsible for administering motor vehicle titles and registration pursuant to Texas Civil Statutes, Articles 6675a-1 et seq and 6687-1; and

WHEREAS, the County Tax-Assessor Collector acts as agent for the State in the processing of motor vehicle titles and registration; and

WHEREAS, the State has designed and will furnish an automated system for the uniform registration and titling of motor vehicles, hereinafter identified as the automated registration and title system (RTS); and

WHEREAS, automation equipment is necessary for the processing of motor vehicle titles and registration; and

WHEREAS, the State and the County desire that automation equipment procured by the State, hereinafter identified as the "Equipment", be installed and operated at location(s) under the jurisdiction of the County; and

WHEREAS, associated policies and procedures for the County use of the Equipment are codified in Title 43, Texas Administrative Code (TAC), Section 17.53 - 17.55; and

WHEREAS, the State will furnish the Equipment to the County provided the County agrees to adhere to and comply with those policies and procedures and the requirements established in this Agreement; and

WHEREAS, on the ____ day of _____, 19__, the _____ County Commissioners Court Order or Resolution No. _____, attached hereto and identified as "EXHIBIT A", authorizing the County's execution of this Agreement; and

A G R E E M E N T

NOW, THEREFORE, in consideration of the mutual promises in this Agreement, the parties agree as follows:

1. AGREEMENT TERMS

This Agreement shall become effective on the date of final execution by the State and shall terminate when all Equipment is removed from the County office(s) unless sooner terminated pursuant to Section 16 of this Agreement.

2. EQUIPMENT

The Equipment to be furnished by the State to the County is listed in "Exhibit B", attached hereto and made a part of this Agreement. The State retains full and complete title in the Equipment and nothing in this Agreement shall grant to the County, its officers or employees ownership in the Equipment.

3. EQUIPMENT PROCUREMENT

The State shall purchase all hardware and software that it determines is initially needed to support the RTS in approved County tax office locations.

The State shall purchase all telecommunications cable initially needed to attach the approved County tax office locations to the RTS telecommunications network.

The State shall purchase all telephone lines and equipment initially needed to attach the approved County tax office locations to the RTS network.

4. ADDITIONAL WORKSTATIONS

If a County desires additional workstations (in addition to the Equipment allocated by the State) for the initial implementation of RTS, they may be procured at County expense through the State. The cost of each additional workstation at a site previously designated by the county for initial RTS implementation is listed on the attached schedule (EXHIBIT C, Item 1.).

The cost of the first additional workstation for a County site not previously designated by the County for initial RTS implementation is listed on the attached schedule (EXHIBIT C, Item 2). After the purchase of the first additional workstation for a new county site, the cost of any other workstations for the site is listed on the attached schedule (EXHIBIT C, Item 2.).

There will be an ongoing annual cost to the County for installation, maintenance support, RTS software and network charges for each additional workstation purchased by the County and added to the RTS system. The associated costs for the equipment or services are listed on the attached schedule (EXHIBIT C, Item 3.).

Workstations purchased by the County are the property of the County. However, the loading of any software other than the RTS application or software expressly approved by the State on any workstation used for RTS may cause system problems or workstation processing failure. Service costs incurred for problems resulting from such software being loaded on the workstations are the responsibility of the County.

5. EQUIPMENT INSTALLATION

The State will pay for the costs incurred for the installation of the Equipment as listed in EXHIBIT B, Part 1 in the approved County tax office locations for the automated registration and title system. This payment does not include, nor will the State pay for any County employee time expended, any physical alterations the County may make to its offices to accommodate the Equipment, or for the installation of additional workstations purchased through the State by the County.

The State will pay for installation costs of telecommunications cable and lines as needed to attach to the automated registration and title system network in the approved County tax office locations.

The State will pay for teleprocessing costs associated with the use of the telecommunications network for the Equipment.

6. PROGRAMMING

The State shall perform all computer programming needed for the development and continued support of the automated registration and title system.

7. SECURITY

The County shall be responsible for the physical security and protection of the Equipment installed in its office(s).

8. MAINTENANCE

The State will pay maintenance costs required for the automated registration and title system for at least five (5) years (one year of warranty coverage and four years of maintenance coverage) from the date of installation. This maintenance contract will provide for the technical maintenance support of the Equipment purchased by the State and placed in the approved County tax office locations.

Provision will be made by the State for timely repair or replacement of the Equipment purchased by the State and placed in the approved County tax office locations. The timeframe for such repair/replacement will be as specified in the maintenance clause of the hardware equipment contract.

The State will provide the County with ongoing basic maintenance support for the automated registration and title system Equipment and software.

The County must purchase ongoing basic maintenance support through the State for the additional workstations purchased by the County. The maintenance support provided under this purchase will be the same as that provided by the State. This purchase cost is included in the figure listed in EXHIBIT C, Item 3.

9. EQUIPMENT REPAIR AND REPLACEMENT

The County shall be responsible for full repair or replacement costs for the Equipment in the event the Equipment under State contract that is placed under County control is damaged or lost. The repair cost shall be determined by the Equipment service vendor under contract to the State to provide maintenance service for the Equipment. The replacement cost shall be determined by the cost of equivalent equipment under State contract at the time the damage or loss occurs. In addition, the County shall be responsible for any service costs resulting from problems caused by unauthorized software or hardware residing on the workstations. The Equipment will be monitored electronically. Any unauthorized software detected on the Equipment will be removed electronically.

The County's payment for repair or replacement costs for damaged or lost Equipment, or service costs resulting from problems caused by unauthorized software residing on the workstations, or installation of unauthorized hardware on the State equipment, shall be remitted to the State by the County within 30 days of written request by the State.

10. EQUIPMENT MOVEMENT

The County shall notify the State of its intent to add, move, close, or remodel (if equipment or cabling is affected) any County office in which the Equipment is currently installed, or will need to be installed or removed.

Notification must be in writing and shall be submitted prior to the anticipated date the change will occur. Minimum notification periods:

- . 30 days in the case of an office closing or remodeling,
- . 90 days in the case of an office location change, or
- . 180 days in the case of an additional office location.

The County shall notify the State prior to incidental movement of the workstation equipment within the office in which it is currently housed. A telephone call to the State is sufficient notification in this situation. All calls of this type will be documented by the State and kept on file.

Failure to notify and receive instructions from the State for such equipment moves exposes the County to liability if the Equipment is damaged in the move (see 7. SECURITY). The county shall be liable to the State for all such costs in the event the county fails to notify the State and receive instructions concerning movement of the workstation equipment.

11. UNAUTHORIZED USE OF STATE EQUIPMENT

Unauthorized entry into the Equipment for any reason, including but not limited to attempts to repair the hardware, or to load unapproved software, is expressly prohibited.

The County usage of the Equipment to access County automated systems is subject to prior approval by the State in writing.

The attachment or installation of any unauthorized equipment onto the automated registration and title system network is expressly prohibited.

12. ELECTRICAL REQUIREMENTS

The County shall meet and maintain minimum office electrical requirements as specified by the State for operation of the Equipment.

The County shall be responsible for the payment of all electrical power costs resulting from the operation of the Equipment.

Unless otherwise specified by the State, the Equipment shall remain on 24 hours a day, 7 days a week.

13. INVENTORY OF EQUIPMENT

The State is authorized access to the Equipment to perform a physical inventory at the County office locations during regular county business hours.

In order to maintain an accurate inventory of the Equipment, the County shall notify the State in writing of any equipment replacement.

14. TRAINING

The State shall provide on-site initial training for the County's employees on the automated registration and title system. The training plan must be reviewed and agreed to by the County prior to the implementation of the system. Training of deputies on the RTS after implementation of the automated system in the County will be the responsibility of the County.

The State will provide the counties with reference manuals for the automated registration and title system.

The State will provide the County with continuing training/advisory support on the automated registration and title system.

15. SUPPLIES

The State will provide the County with an adequate supply of continuous form paper to be used solely in conjunction with the automated registration and title system.

16. TERMINATION

This Agreement may be terminated by any of the following conditions:

- A. By mutual consent and agreement of the parties hereto.
- B. By either party, upon thirty (30) days written notice to the other party.
- C. By the State, should it determine that the County, at any time, has failed to comply with the requirements of this Agreement.

Should the Agreement be terminated for any of the above conditions, the County shall allow removal of the Equipment by the State within a period established by the State.

17. AMENDMENTS

Any changes in the terms and conditions of this Agreement must be enacted by a written amendment executed by State and the County.

18. PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings and/or written agreements between the State and the County respecting the subject matter described herein.

EXHIBIT A

IN TESTIMONY HEREOF, the parties to this Agreement have caused these presents to be executed in duplicate counterparts.

THE COUNTY OF Upshur, TEXAS

By: Charles L. [Signature]
County Judge

Date: 3/29/96

By: Michael J. Smith
County Tax Assessor-Collector

Date: 3/29/96

ATTEST: _____
County Clerk

THE STATE OF TEXAS

Executed for the Executive Director and approved by the Texas Transportation Commission under the authority of Minute Order No. 100002 and Administrative Circular 15-93, for the purpose and effect of activating and carrying out the orders, established policies or work programs heretofore approved by the Texas Transportation Commission.

By: _____
Assistant Executive Director for Motorist Services

Date: _____

**EXHIBIT B
PART 1**

TxDOT EQUIPMENT INVENTORY ALLOCATION

County: _____

Date: _____

County Office Locations:

LOCATION 1: _____

TxDOT Equipment Workstations _____

LOCATION 2: _____

TxDOT Equipment Workstations _____

LOCATION 3: _____

TxDOT Equipment Workstations _____

Total TxDOT Equipment Workstations _____

◆◆ SEE ATTACHED TxDOT EQUIPMENT LISTING ◆◆

**EXHIBIT B
PART 2**

TxDOT EQUIPMENT INVENTORY LISTING

County Office Location: _____

Date: _____

**ITEM TYPES: Microcomputer, Monitor, Printer, Cash Drawer, Bar Code Scanner,
Uninterrupted Power Supply (UPS), Modem, Multi-site Access Unit
(MSAU)**

<u>ITEM TYPE</u>	<u>MES #</u>	<u>ITEM TYPE</u>	<u>MES #</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

By: _____
County Tax Assessor-Collector

Date: _____

By: _____

Date: _____
Vehicle Titles and Registration Division

EXHIBIT C

1. If a County desires additional workstations (in addition to the Equipment allocated by the State) for the initial implementation of RTS, they may be procured at County expense through the department. The cost of each additional workstation at a site previously designated by the county for initial RTS implementation is \$7,500.

2. The cost of the first additional workstation for a County site not previously designated by the County for initial RTS implementation is \$10,000.

After the purchase of the first additional workstation for a new county site, the cost of any other workstations for the site is \$7,500 per workstation.

3. There will be an ongoing annual cost to the County for installation, maintenance support, RTS software and network charges for each additional workstation purchased by the County and added to the RTS system. The cost for these areas is \$1,000 per year for each workstation.

VOL. 45 PG. 850

CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

Applicable in Delaware

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by the name and address of the borrower, the name and address of the lender as loss payee, a description of the insured real property, a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation, except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage

Chapter 21 Title 25 Paragraph 2119

Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required. (A) Shall be fined not more than \$500 00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom

VOL 7/5
PG 25

ACORD 75-8 INSURANCE BINDER

DATE (MM/DD/YY)
4/15/96

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

PRODUCER
Stewart Insurance Agency
P.O. Box 963
Gilmer, Texas 75644

PHONE (A/C, No, Ext) (903) 843-2717

COMPANY
TWCIF
BINDER #
DATE EFFECTIVE TIME DATE EXPIRATION TIME
3/15/96 AM 3/15/97 12:01 AM
PM NOON

CODE AGENCY CUSTOMER ID INSURED
SUB CODE:
Balfinch Custodial Service
Route 9 Box 675
Gilmer, Texas 75644

THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY # TBD 113738

DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)
Workers Compensation

COVERAGES		LIMITS			
PROPERTY	TYPE OF INSURANCE CAUSES OF LOSS	COVERAGE/FORMS	AMOUNT	DEDUCTIBLE	CONS %
	BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC <input type="checkbox"/>				
GENERAL LIABILITY			GENERAL AGGREGATE	\$	
COMMERCIAL GENERAL LIABILITY			PRODUCTS - COMP/OP AGG	\$	
CLAIMS MADE OCCUR			PERSONAL & ADV INJURY	\$	
OWNERS & CONTRACTOR'S PROT			EACH OCCURRENCE	\$	
RETRO DATE FOR CLAIMS MADE			FIRE DAMAGE (Any one fire)	\$	
			MED EXP (Any one person)	\$	
AUTOMOBILE LIABILITY			COMBINED SINGLE LIMIT	\$	
ANY AUTO			BODILY INJURY (Per person)	\$	
ALL OWNED AUTOS			BODILY INJURY (Per accident)	\$	
SCHEDULED AUTOS			PROPERTY DAMAGE	\$	
HIRED AUTOS			MEDICAL PAYMENTS	\$	
NON-OWNED AUTOS			PERSONAL INJURY PROT	\$	
			UNINSURED MOTORIST	\$	
AUTO PHYSICAL DAMAGE DEDUCTIBLE		ALL VEHICLES SCHEDULED VEHICLES	ACTUAL CASH VALUE	\$	
COLLISION			STATED AMOUNT	\$	
OTHER THAN COL			OTHER	\$	
GARAGE LIABILITY			AUTO ONLY - EA ACCIDENT	\$	
ANY AUTO			OTHER THAN AUTO ONLY	\$	
			EACH ACCIDENT	\$	
			AGGREGATE	\$	
EXCESS LIABILITY			EACH OCCURRENCE	\$	
UMBRELLA FORM			AGGREGATE	\$	
OTHER THAN UMBRELLA FORM		RETRO DATE FOR CLAIMS MADE	SELF INSURED RETENTION	\$	
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		TWCIF	X STATUTORY LIMITS		
			EACH ACCIDENT	\$ 1,000,000	
			DISEASE - POLICY LIMIT	\$ 1,000,000	
			DISEASE - EACH EMPLOYEE	\$ 1,000,000	

SPECIAL CONDITIONS/OTHER COVERAGES

NAME & ADDRESS
Upshur County

MORTGAGEE
LOSS PAYEE
LOAN #
ADDITIONAL INSURED
AUTHORIZED REPRESENTATIVE
Stewart Insurance Agency

RESOLUTION

WHEREAS, THE MEMBERS OF THE UPSHUR COUNTY COMMISSIONER'S COURT HEREBY APPROVE THE SUBMISSION OF APPLICATION FOR THE COMMUNITY OUTDOOR OUTREACH PROGRAM IN THE AMOUNT OF \$25,000.00 TO THE TEXAS PARKS AND WILDLIFE DEPARTMENT.

DONE AND ENTERED ON THIS 15TH DAY OF APRIL, 1996.

Charles Still
CHARLES STILL, COUNTY JUDGE

Gaddis Lindsey
GADDIS LINDSEY, COMMISSIONER, PCT. 1

Tommy Stanley
TOMMY STANLEY, COMMISSIONER, PCT. 2

David Loyd
DAVID LOYD, COMMISSIONER, PCT. 3

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

ATTEST:

Rex Shaw
REX SHAW, COUNTY CLERK



FILED
REX A. SHAW
COUNTY CLERK
96 APR 22 PM 4:27
UPSUR COUNTY, TX.
BY _____
DEPUTY

TIGER ROAD

My name is Talma Overstreet. I have lived on what is now called Tiger road since the early 1940's . My late husband and I raised our family on this road. Up until the highway (#2455) was built about 30 years ago, Tiger road was a main road and served as a very important route of travel in our community. After the highway was finished, the only traffic we get is those who are coming to our house. Because Squirrel road traffic continues north to the highway, there is no need for traffic to take Tiger road east. Before my husband passed away, he came home one day and surprised two young men who had broken into our house and stole some of our personal belongings. They had parked in the middle of Tiger road just beyond sight of the house I have since had calves stolen, cows shot by poachers trying to spotlight deer, cars abandoned and burned, and trash dumped on our property Even the sherriff suggested we get this road closed when they came to investigate the burned car The mail carner would not have to go out of their way to travel their route if Tiger road was closed. Tiger road has received little or no care by county workers and is in temble shape at this time My neighbors and I beg th : court to close

Tiger road!

This list of neighbors agree that Tiger road needs to be closed, and we know of nobody who would disagree:

1. *Gene D. Good*
 2. *Reggie B. Oesch*
 3. *Raymond J. McDonald*
 4. *Josephine Mac Donald*
 5. *Carolyn Stitzel*
 6. *Raymond Witzel*
 7. *Russell S. Davis*
 8. *Rose Marie Davis*
 9. *Glenn Boustead*
 10. *Wanda Boustead*
- Wayland Linn*
June Davis
Joe Davis

Dorothy Davis
Gene Davis

FILED
REX A SHAW
COUNTY CLERK
96 APR 22 PM 4:27
UPPER MERITT, TX.
BY _____
OFFICIALTY

TIGER ROAD

My name is Talma Overstreet I have lived on what is now called Tiger road since the early 1940's My late husband and I raised our family on this road Up until the highway (#2455) was built about 30 years ago, Tiger road was a main road and served as a very important route of travel in our community After the highway was finished, the only traffic we get is those who are coming to our house Because Squirrell road traffic continues north to the highway, there is no need for traffic to take Tiger road east Before my husband passed away, he came home one day and surprised two young men who had broken into our house and stole some of our personal belongings They had parked in the middle of Tiger road just beyond sight of the house. I have since had calves stolen, cows shot by poachers trying to spotlight deer, cars abandoned and burned, and trash dumped on our property Even the sherriff suggested we get this road closed when they came to investigate the burned car The mail carmer would not have to go out of their way to travel their route if Tiger road was closed. Tiger road has received little or no care by county workers and is in terrible shape at this time. My neighbors and I beg the court to close

Tiger road!

This list of neighbors agree that Tiger road needs to be closed, and we know of nobody who would disagree.

1. *Clmer Cummings*
2. *Dorothy Cummings*
3. *Robert D. Campbell*
4. *Lois Campbell*
5. *Satay Hallonquist*
6. *Susan Gilbert*
7. *Leo D. Ottaway*
8. *Violet S. Ottaway*
9. *Silman Davis*
10. *Spiley Davis*
11. *Ronnie Davis*

Bill + Geneva Houston

BY _____
REPUTY

DEPT. CLERK, TX.

96 APR 22 P11 4:27

FILED
REX A. SHAW
COURT
11 PPM



TEXAS DEPARTMENT OF CRIMINAL JUSTICE

Wayne Scott
Executive Director

April 2, 1996

HONORABLE CHARLES L. STILL
UPSHUR COUNTY JUDGE
P.O. BOX 790
GILMER, TX 75644-0790

RE: Prisoner Custody Agreement FY 96

DEAR JUDGE STILL:

Enclosed is a copy of the executed and signed Prisoner Custody Agreement for Fiscal Year 1996. The Prisoner Custody Agreement is being provided to your office as official notification that the agreement is in effect as of the established date appearing on the agreement.

Sincerely,

Cynthia S. Adams
for

John Mullaney
Program Administrator III
Specialized Supervision Section

Jm/ca

cc: File
/cojudge.96

FILED
REX A. SHAW
COUNTY CLERK
96 APR 22 PM 4:27
UPSHUR COUNTY, TX
BY _____



PRISONER CUSTODY AGREEMENT

This Prisoner Custody Agreement ("AGREEMENT") is entered into as of 3-7-96 by and between the Commissioners Court of Usher County ("COUNTY") and the Texas Department of Criminal Justice, Parole Division.

RECITALS

WHEREAS, the Texas Department of Criminal Justice, Parole Division ("TDCJ-PD") has an agreement with a private organization to operate an intermediate sanction facility ("FACILITY") as a secure correctional center for certain persons described herein who are under the jurisdiction of TDCJ-PD and in the custody of COUNTY authorities, and who have violated the terms and/or conditions of their parole;

WHEREAS, TDCJ-PD and the COUNTY desire to enter into this AGREEMENT to which the State of Texas shall assume responsibility for the physical custody and care of certain prisoners previously incarcerated by COUNTY pursuant to the COUNTY's authority to detain prisoners in a secure detention facility operated by a private organization under Local Government Code Section 351.101;

1. ASSUMPTION OF CUSTODY. In accordance with and subject to the terms of this AGREEMENT, TDCJ-PD shall assume physical custody, care and control of certain prisoners for whom a blue warrant has been issued by the TDCJ-PD (hereinafter referred to as Blue Warrant Prisoners) with constructive custody maintained by the COUNTY. Except as otherwise set forth herein, TDCJ-PD shall bear all expenses associated with such physical custody, care and control of these Blue Warrant Prisoners transferred to a FACILITY.

2. ELIGIBILITY REQUIREMENTS. Prisoners eligible for transfer to the FACILITY shall be limited to technical parole violators incarcerated by COUNTY who are under the jurisdiction of TDCJ-PD by virtue of having had issued against them a Blue Warrant, which shall remain in effect, and who (a) have violated their parole, (b) are in reasonably good health, with no current and/or existing medical problem that could cause hospitalization or would prevent participation in the program, and (c) have had a specified time of confinement authorized by TDCJ-PD as a condition of the continuance of their parole. TDCJ-PD or its designee shall be authorized to refuse to accept for incarceration, or after incarceration shall be authorized to return to the physical custody of the COUNTY at COUNTY's expense, any prisoner who does not meet the eligibility requirements for incarceration at the FACILITY as set forth in this paragraph.

Pursuant to TEX. HEALTH AND SAFETY CODE ANN. art. 89.054, (Vernon Supp. 1993), County shall provide a copy of a Blue Warrant Prisoner's medical record at the time of transfer to the Facility.

PRISONER CUSTODY AGREEMENT

PAGE 2

3. MAXIMUM PRISONERS. COUNTY may initially transfer BLUE WARRANT PRISONERS for incarceration at the FACILITY, beginning on the date specified by notice which shall be given by the TDCJ-PD to COUNTY at least seven (7) days in advance with the maximum number of prisoners to be designated by TDCJ-PD subject to increase or decrease upon two (2) days notice to COUNTY.

4. JAIL STANDARDS. The FACILITY shall be operated and maintained in accordance with minimum jail standards of Texas Commission on Jail Standards ("COMMISSION"), including such variances from Jail Standards as may be approved by the COMMISSION or TDCJ-PD. If the COMMISSION or TDCJ-PD, at any time, determines that the FACILITY does not meet Jail Standards, either party may terminate this AGREEMENT without penalty, at which time all BLUE WARRANT PRISONERS shall be returned to the physical custody of COUNTY.

5. TRANSPORTATION. The COUNTY shall provide transportation from the county jail to the TRANSPORTATION SITE as designated by TDCJ-PD. Upon COUNTY's request, the TDCJ-PD's designee shall provide, at the TDCJ-PD's or its designee's expense, transportation of all eligible BLUE WARRANT PRISONERS from a transportation site to the FACILITY and back to the TRANSPORTATION SITE.

6. RELEASE OF PRISONERS. BLUE WARRANT PRISONERS who are to be released from the FACILITY shall be returned to the physical custody of the COUNTY at the TRANSPORTATION SITE for release or transfer to the Institutional Division of the Texas Department of Criminal Justice by the COUNTY that incarcerated the prisoner.

7. PRISONER CLOTHING. Blue warrant prisoners in the County Jail who are indigent or otherwise without appropriate clothing upon release to the FACILITY shall be provided with appropriate clothing by the COUNTY before transferring prisoners to the facility.

8. INITIAL TERM. This AGREEMENT is effective on the date set forth in the initial paragraph of this agreement and shall continue in full force and effect, subject to appropriations, or unless earlier terminated as hereinafter provided, for the initial one (1) year term.

9. RENEWAL. Following the initial term, this agreement may automatically be renewed for each successive year thereafter upon written notice from the County to TDCJ-PD, given at least sixty (60) days prior to the then current expiration date, or unless either party delivers to the other its written intention not to so extend at least (30) days prior to the then current term expiration date, at which time TDCJ-PD shall return to the physical custody of the county each of its Blue Warrant Prisoners.

10. NOTICE. All notices required to be given hereunder shall be effective upon receipt by the party to which notice is given. Notice shall be given, if to COUNTY, to:

and if to TDCJ-PD to:

Melinda Hoyle Bozarth, Division Director
Texas Department of Criminal Justice
Parole Division
P.O. Box 13401, Capitol Station
Austin, Texas 78711

11. ASSIGNMENT OF OBLIGATIONS. COUNTY acknowledges that it is aware that the TDCJ-PD has contracted with the private organization to provide for the care, physical custody and control of prisoners at the FACILITY, and hereby consents to TDCJ-PD's assignment to the private organization of all of its obligations hereunder with respect to the physical custody, care and control of COUNTY BLUE WARRANT PRISONERS.

12. TERMINATION AND RETURN OF PRISONERS. In the event that (a) TDCJ-PD's contract with the private organization for the care and physical custody of prisoners at the FACILITY is terminated for any reason, or (b) TDCJ-PD is for any reason prevented from using the FACILITY to house BLUE WARRANT PRISONERS, then this AGREEMENT shall terminate immediately and TDCJ-PD or its designee shall return the BLUE WARRANT PRISONERS to the physical custody of the COUNTY at the TRANSPORTATION SITE, and COUNTY shall accept into its custody any BLUE WARRANT PRISONERS incarcerated at the FACILITY who were previously incarcerated by COUNTY.

Executed as of the date set forth in the initial Paragraph of this AGREEMENT.

TEXAS DEPARTMENT OF
CRIMINAL JUSTICE

COMMISSIONERS COURT OF

Upshur COUNTY

PAROLE DIVISION

Charles L. Still
FULL SIGNATURE NAME

BY *William McCray*
WILLIAM MCCRAY, DIRECTOR
ADMINISTRATIVE SERVICES

Charles L. Still
PRINTER OR TYPED NAME

County Judge
TITLE

PRINTED OR TYPED MAILING ADDRESS:

P. O. Box 790
STREET

Gilmer, Tx. 75644
CITY/STATE/ZIP CODE

903-843-4003
AREA CODE AND TELEPHONE NUMBER

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT-OF-WAY

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

PRECINCT 1

DATE 4-11-96

Formal notice is hereby given that Amoco Production Company
whose principal address is 2800 Stanolind Longview, Texas
does propose to place a 2 Pipe lines
within the ROW of County Road Swider Road
as follows:

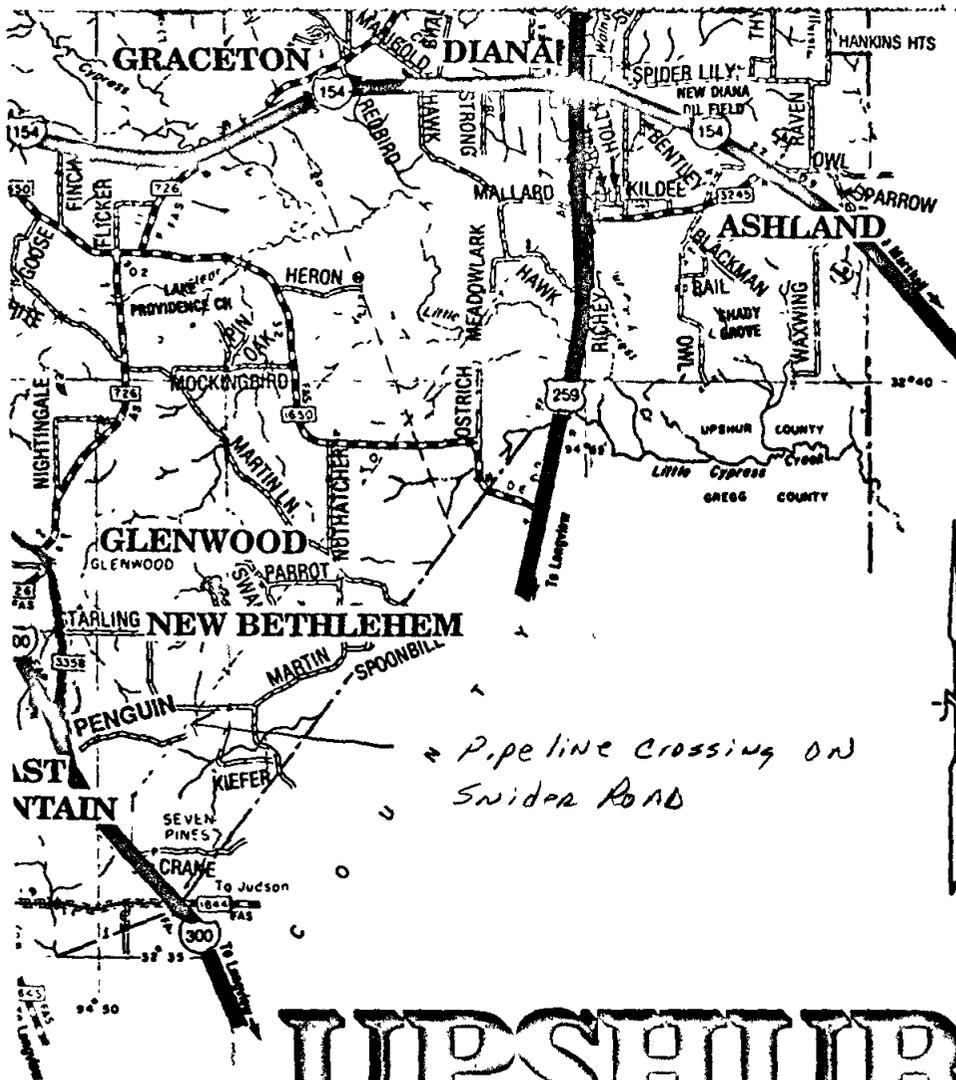
FILED
REX A. SHAW
CO. CLERK
96 APR 22 PM 4:27
BY _____
CLERK

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

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

Proposed construction will begin, if approved, on or after 19 day of April, 1996

NAME: Lynn Taylor
TITLE: Landowner Relations
ADDRESS 2800 Stanolind
Longview, Texas
903-297-4021



Pipeline crossing on Spider Road

UPSHUR COUNTY

County boundaries

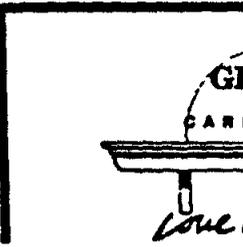
COLEUS	E-4	MESQUITE
COLLIE	D-3	MINK
COLLINS	G-2	MIMOSA
COLUMBINE	E-4	MISTLETOE
CONDOR	F-7	MOCKINGBIRD
COOK	C-8	MOLE
COOK ACCESS	G-1	MONGOOSE
CORK	A-7	MONK
CORNFLOWER	H-3	MOORE
COTTONWOOD	C-7	MOOSE
COUGAR	D-3	MULBERRY
COUNTY LINE	A-8	MULE DEER
COYLE	D-6	MUSKRAT
COYOTE	C-2	MYRTLE
CRABAPPLE	C-6	MANDARIN
CRANE	F-8	NARCISSUS
CREPE MYRTLE	C-6	NASTURTIUM
CROCODILE	B-3	NECTARINE
CROCUS	F-4	NEWSOME
CROWE	H-6	NEWT
CYPRESS	A-8	NIGHTINGALE
DAFFOIL	F-3	NUTHATCHER
DAHLIA	D-3	NUTMEG
DANNER	B-6	OAK
DAYLILY	E-5	OCELOT
DEADEND	B-6	OLIVE
DEER	C-3	OLIVER
DENT	H-4	OPOSSUM
DERRICK	D-4	ORANGE
DIAL	B-8	ORCHID
DOOD	D-5	ORIOLE
DOG	D-3	OSTRICH
DOGWOOD	A-6	OTTER
DOVE	E-6	OWL
EAGLE	E-7	OXEN
ELDERBERRY	C-6	PALM
ELEPHANT	B-3	PANDA
ELK	B-4	PANSY
ELM	D-6	PARROT
ERMINE	C-3	PAW PAW
EUCALYPTUS	C-5	PECAN
EVERGREEN	D-6	PEACH
FALCON	F-6	PEACOCK
FERN	F-4	PEAR
FIG	A-5	PELICAN
FINCH	G-5	PENQUIN
FIR	D-8	PEONY
FLAG	H-2	PERIWINKLE
FLAX	F-4	PERSIMMON
FLAMINGO	E-7	PETUNIA
FLICKER	F-6	PHEASANT
FLYING SQUIRREL	C-3	PHILLIPS SPRING
FORGET-ME-NOT	E-3	PHLOX
FOX	B-3	PIGEON
FOXGLOVE	E-2	PIGNOT
FRAN	H-6	PIN OAK
FROG	C-4	PLUM
FRONT	H-3	POINSETTIA
GARDENIA	F-4, G-5	POMEGRANATE
GEORGETOWN	G-5	PONY
GERANIUM	H-2	POPLAR
GINGER	E-2	POPPY
GIRAFFE	B-3	POST OAK
GLADIOLUS	H-4	PRIMROSE
GOAT	B-3	RABBIT
GOLDENROD	F-4	RABBIT
GOLDFINCH	E-7	RACCOON
GOOSE	F-4	RAIL
GOPHER	B-2	RAVEN

DAVIDSON WRECKER SERVICE
DAVIDSON MOTOR CO
 & SALVAGE

31015 75544-41724

LA FINCA
 MEXICAN RESTAURANT

"Best Homemade Mexican Cooking in Texas"
 843-5355



PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT-OF-WAY

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

PRECINCT 1

DATE 4-11-96

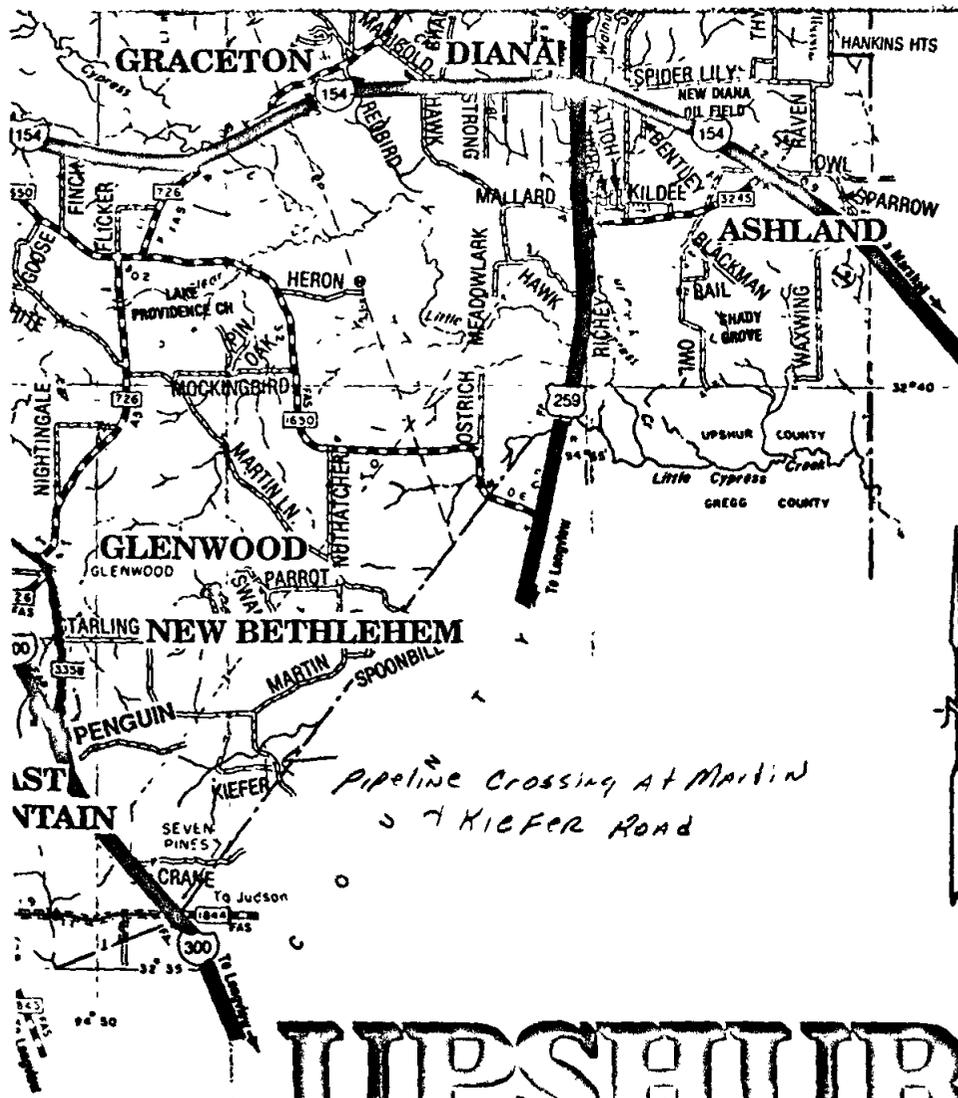
Formal notice is hereby given that Amoco Production Company
whose principal address is 2800 Stanolind, Longview, Texas
does propose to place a Pipeline
within the ROW of County Road Martin Road
as follows:

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

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

Proposed construction will begin, if approved, on or after 1st day of May, 1996

NAME: Lynn Taylor
TITLE: Landowner Relations
ADDRESS 2800 Stanolind
Longview, Texas
903-297-4021



UPSHUR COUNTY

County boundaries

COLEUS	E-4	MESQUITE
COLLIE	D-3	MINK
COLLINS	G-2	MIMOSA
COLUMBINE	E-4	MISTLETOE
CONDOR	F-7	MOCKINGBIRD
COOK	C-8	MOLE
COOK ACCESS	G-1	MONGOOSE
CORK	A-7	MONK
CORNFLOWER	H-3	MOORE
COTTONWOOD	C-7	MOOSE
COUGAR	D-3	MULBERRY
COUNTY LINE	A-8	MULE DEER
COYLE	D-6	MUSKRAT
COYOTE	C-2	MYRTLE
CRABAPPLE	F-8	NANDINA
CRANE	C-6	NARCISSUS
CREPE MYRTLE	C-6	NASTURTIUM
CROCODILE	B-3	NECTARINE
CROCUS	F-4	NEWSOME
CROWE	H-6	NEWT
CYPRESS	A-6	NIGHTINGALE
DAFFODIL	F-3	NUTHATCHER
DAHLIA	D-3	NUTMEG
DANNER	B-6	OAK
DAYLILY	E-5	OCELOT
DEADEND	B-6	OLIVE
DEER	C-3	OLIVER
DENT	H-4	OPOSSUM
DERRICK	D-4	ORANGE
DIAL	B-8	ORCHID
DODD	D-5	ORIOLE
DOG	D-3	OSTRICH
DOGWOOD	A-6	OTTER
DOVE	E-6	OWL
EAGLE	E-7	OXEN
ELDERBERRY	C-6	PALM
ELEPHANT	B-3	PANDA
ELK	B-4	PANSY
ELM	D-6	PARROT
ERMINE	C-3	PAW PAW
EUCALYPTUS	C-5	PECAN
EVERGREEN	D-6	PEACH
FALCON	F-6	PEACOCK
FERN	F-4	PEAR
FIG	A-5	PELICAN
FINCH	G-5	PERQUIN
FIR	D-8	PEDDY
FLAG	H-2	PERIWINKLE
FLAX	F-4	PERSIMMON
FLAMINGO	E-7	PETUNIA
FLICKER	F-6	PHEASANT
FLYING SQUIRREL	C-3	PHILLIPS SPRING
FORGET-ME-NOT	E-3	PILOX
FOX	B-3	PIGEON
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FRAN	H-6	PIN OAK
FROG	C-4	PLUM
FRONT	H-3	POINSETTIA
GARDENIA	F-4, G-5	POMEGRANATE
GEORGETOWN	G-5	PONY
GERANIUM	H-2	POPLAR
GINGER	E-2	POPPY
GIRAFFE	B-3	POST OAK
GLADIOLUS	H-4	PRIMROSE
GOAT	B-3	RABBIT
GOLDENROD	F-4	RABBIT
GOLDFINCH	E-7	RACCOON
GOOSE	F-6	RAIL
GOPHER	B-2	RAVEN

VIDSON WRECKER SERVICE
DAVIDSON MOTOR CO
 & SALVAGE

916 S. 11th St. 409-223

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843-5355

GI
 CARE

Love to

VOL 45 PG 863

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

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

1. First Party agrees to use only that section of (describe exact route, direction and miles in tenths) _____
VERBENA AND VIOLET RDS.

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

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

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

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

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

Richard Bailer
First Party Signature

P.O. BOX 234
Street or Box

BLOOMBURG, TEXAS 75556
City, State and Zip Code

1-800-657-1863
Telephone

HARRIS
Timber Tract

4-15-96
Date Signed

Permit issued for a period not to exceed 90 days.

Chas. F. Will
County Judge

Jeddie Lindsey
Commissioner 1

James Stanley
Commissioner 2

David Ford
Commissioner 3

Chas. H. Thompson
Commissioner 4

Date Signed

FILED
REX A. SHAW
COUNTY CLERK
96 APR 22 PM 4:27
UPSHUR COUNTY, TX.
BY _____
FEE PAID

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

VOL 115 PG 8 (65)

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

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

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

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

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

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

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

Steve Welley
First Party Signature

P.O. BOX 1021
Street or Box
KILGORE, TEXAS 75662
City, State and Zip Code
903-9848614
Telephone

Timber Tract
4-8-96
Date Signed

Chas E. Hill
County Judge

Buddie L. Ford
Commissioner

Tommy Stanley
Commissioner

David J. Reed
Commissioner

Chas E. Hill
Commissioner

Date Signed

Permit issued for a period not to exceed 90 days.

FILED
REX A. SHAW
COUNTY CLERK
96 APR 22 PM 4:27
UPSHER COUNTY, TX.
BY _____
DEPUTY

VOL 70 PG 2000

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

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

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

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

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

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

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

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

Ray Smith
First Party Signature
305 EAST HILL SHORE
Street or Box
LONGVIEW, TEXAS 75605
City, State and Zip Code
903-663-2824
Telephone
SIMMONS
Timber Tract
4-8-96
Date Signed

Chas E Mill
County Judge
Adrian Lindsey
Commissioner 1
Lang Stanley
Commissioner 2
Alan Hazel
Commissioner 3
Chas E Mill
Commissioner 4
Date Signed

Permit issued for a period not to exceed 90 days.

FILED
REX A. SHAW
COUNTY CLERK
96 APR 22 PM 4:27
UPSHUR COUNTY, TX.
BY _____
REPLY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

11-15 PG 8/10-11

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

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

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

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

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

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

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

[Signature]
First Party Signature

P.O. BOX 1122
Street or Box
GILMER, TEXAS 75644
City, State and Zip Code

903-843-2457
Telephone

DEAN
Timber Tract

4-8-96
Date Signed

Permit issued for a period not to exceed 90 days.

[Signature]
County Judge

[Signature]
Commissioner

[Signature]
Commissioner

[Signature]
Commissioner

[Signature]
Commissioner

Date Signed

FILED
REX A. SIMAY
COUNTY CLERK
96 APR 22 PM 4:27
UPSHUR COUNTY, TX.
BY _____
DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

VOL 45 PG 22A

The undersigned LASCO hereinafter referred to as FIRST PARTY ~~entering 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) _____
DAVIS RD.

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

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

[Signature]
FIRST PARTY Signature
P.O. BOX 1122
Street or Box
843-2457
City, State and Zip Code
843-2457
Telephone
DAVIS
Timber Tract
3-8-96
Date Signed

Charles J. Smith
County Judge
W. D. Jones
Commissioner 1
Tommy Staley
Commissioner 2
David D. Dyer
Commissioner 3
Chas. R. Thompson
Commissioner 4
Date Signed

Permit issued for a period not to exceed 90 days.

FILED
REX A. SHARR
COUNTY CLERK
96 APR 22 P11 4: 27
UPSHUR CO. TEX.
BY _____
REPLY



GTE Telephone Operations
Central Area

4200 Stone Road
Kilgore, Texas 75662

April 1, 1996

The Honorable Commissioners Court
County of Upshur
Gilmer, Texas 75644

ROW 2 - Upshur County - Gladewater - 9P603GR-005. AI-RH:bc

Formal notice is hereby given that GTE Central proposes to place a buried telephone cable along the right-of-way of a Upshur County Road.

Attached are three copies of Form ED-135, "Notice of Proposed Installation Buried Cable," with sketches showing in detail a more exact location of this proposed construction. The new cable to be placed within the right-of-way at all locations possible, and at a minimum depth of 30 inches.

GTE Central agrees to assume liability for any damage to the roadway and/or right-of-way which may be caused from this construction.

In the event subsequent construction in connection with the repair, widening or improvement of the present roadway may require the lowering, revamping or relocation of the cable, GTE Central will bear all the expense of such lowering, revamping or relocation of the facilities.

If additional information is required, please notify me:

Ron Herron, Senior Engineer
GTE Central
4200 Stone Road
Kilgore, Texas 75662
903-983-4911

Ron Herron

Ron Herron
Senior Engineer

Att

FILED
REX A. SHARR
COUNTY CLERK
96 APR 22 PM 4:27
UPSHUR CO. TX.
BY _____
AFFIDAVIT



**NOTICE OF COMMUNICATION
LINE INSTALLATION**

DATE April 1, 1996

TO THE COMMISSIONER'S COURT OF Upshur COUNTY

ATTENTION COUNTY JUDGE:
Gilmer, Texas

Formal notice is hereby given that GTE SOUTHWEST INCORPORATED will construct a communication line within the right-of-way of a County Road in Upshur County, Texas as follows.

Bury a cable on the north right-of-way of Pyeatt Road from Highway 271 to N. Pt. Pleasant Road.

The location and description of this line and associated appurtenances is more fully shown by three copies of drawings attached to this notice. The line will be constructed and maintained on the County Road right-of-way in accordance with governing laws

Notwithstanding any other provision contained herein, it is expressly understood that tender of this notice by the GTE Southwest Incorporated does not constitute a waiver, surrender, abandonment or impairment of any property rights, franchise, easement, license, authority, permission, privilege or right now granted by law or may be granted in the future and any provision or provisions so construed shall be null and void.

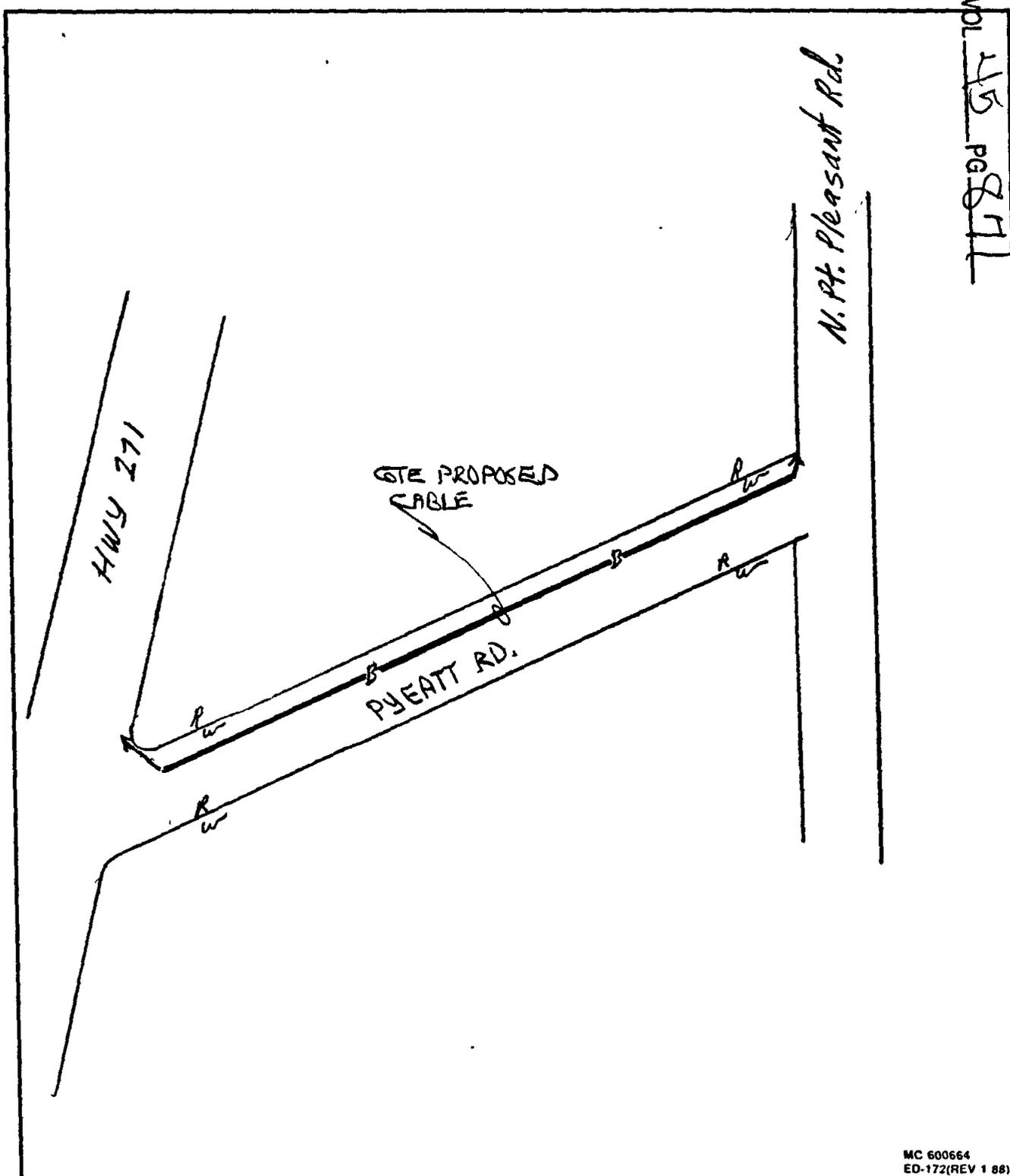
Construction of this line will begin on or after April 15, 19 96.

GTE SOUTHWEST INCORPORATED

By Ron Herron /s/
Senior Engineer
4200 Stone Road

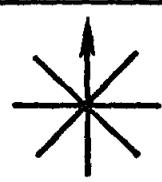
Address Kilgore, TX 75662
903-983-4911

NO. 115 PG 871



MC 600664
ED-172 (REV 1 88)

AREA _____
 TAX DIST _____
 ENG'D BY BDJ DATE _____
 DRAWN BY _____ DATE _____
 APPROVED BY _____ DATE _____
 REVISED BY _____ DATE _____



SCALE _____

GTE Southwest

LOCATION Gladewater
 DESCRIPTION Bury Ca - Pyeatt Rd

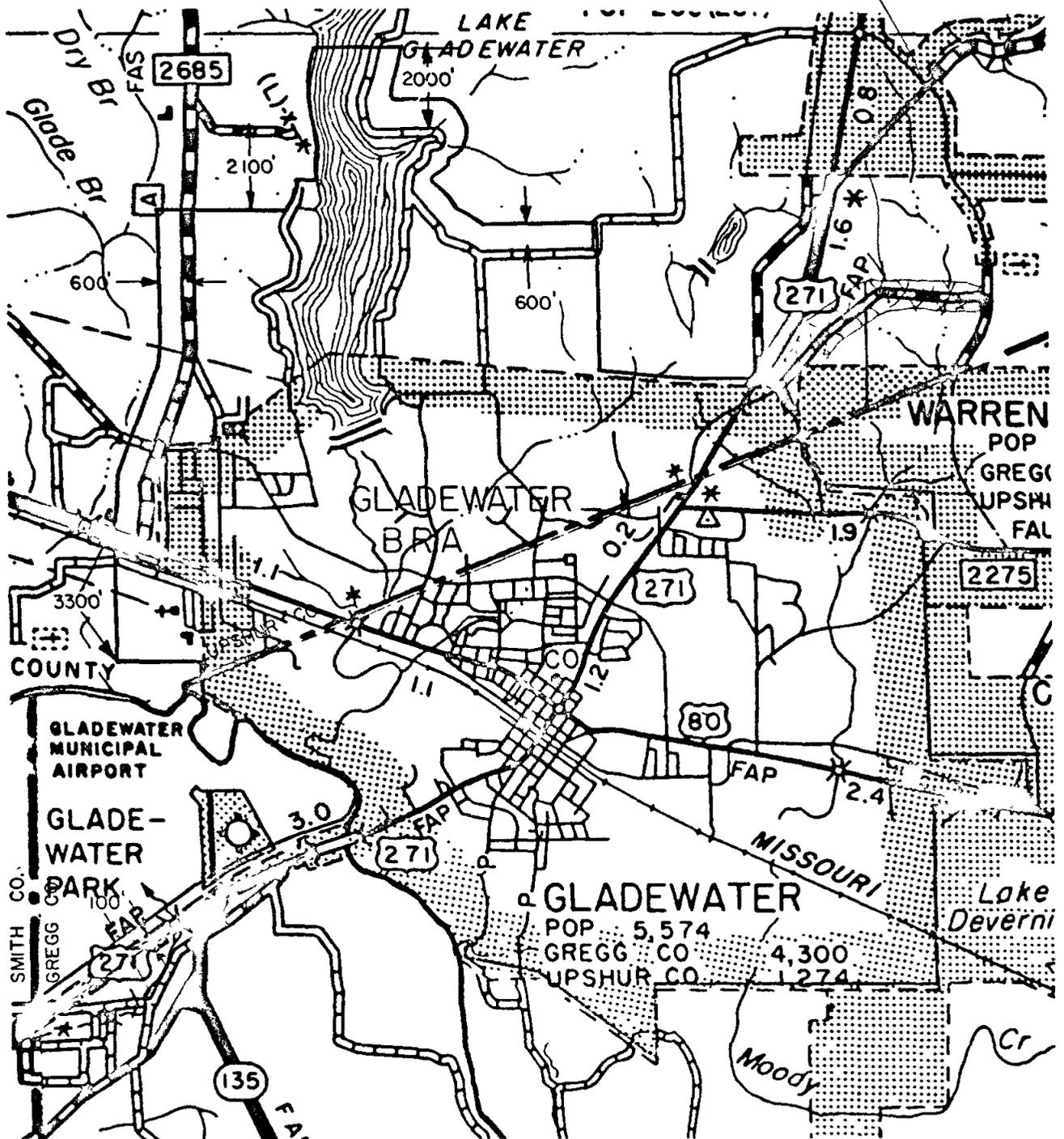
SHEET _____ OF _____ W. O. NO. SP6036R005

ISSUED 10-3-79 EFFECTIVE DOCKET OCT 16 1979	 GENERAL TELEPHONE COMPANY OF THE SOUTHWEST	TEXAS GENERAL EXCHANGE TARIFF MAP SUPPLEMENT SECTION 6 Gladewater, Texas Base Rate Area
SCALE 1 inch = 7000'		First Revised Cancelling Original

ALL BOUNDARIES ARE 150 FEET FROM ROADS UNLESS OTHERWISE NOTED

FE HIGHTOWER VICE PRESIDENT--REVENUE REQUIREMENTS

WORK Location



GTE **GTE Southwest
Incorporated**

**NOTICE OF COMMUNICATION
LINE INSTALLATION**

DATE April 1, 1996

TO THE COMMISSIONER'S COURT OF Upshur COUNTY

ATTENTION COUNTY JUDGE
Gilmer, Texas

Formal notice is hereby given that GTE SOUTHWEST INCORPORATED will construct a communication line within the right-of-way of a County Road in Upshur County, Texas as follows:

Bury a cable on the north right-of-way of Pyeatt Road from Highway 271 to N. Pt. Pleasant Road.

The location and description of this line and associated appurtenances is more fully shown by three copies of drawings attached to this notice. The line will be constructed and maintained on the County Road right-of-way in accordance with governing laws.

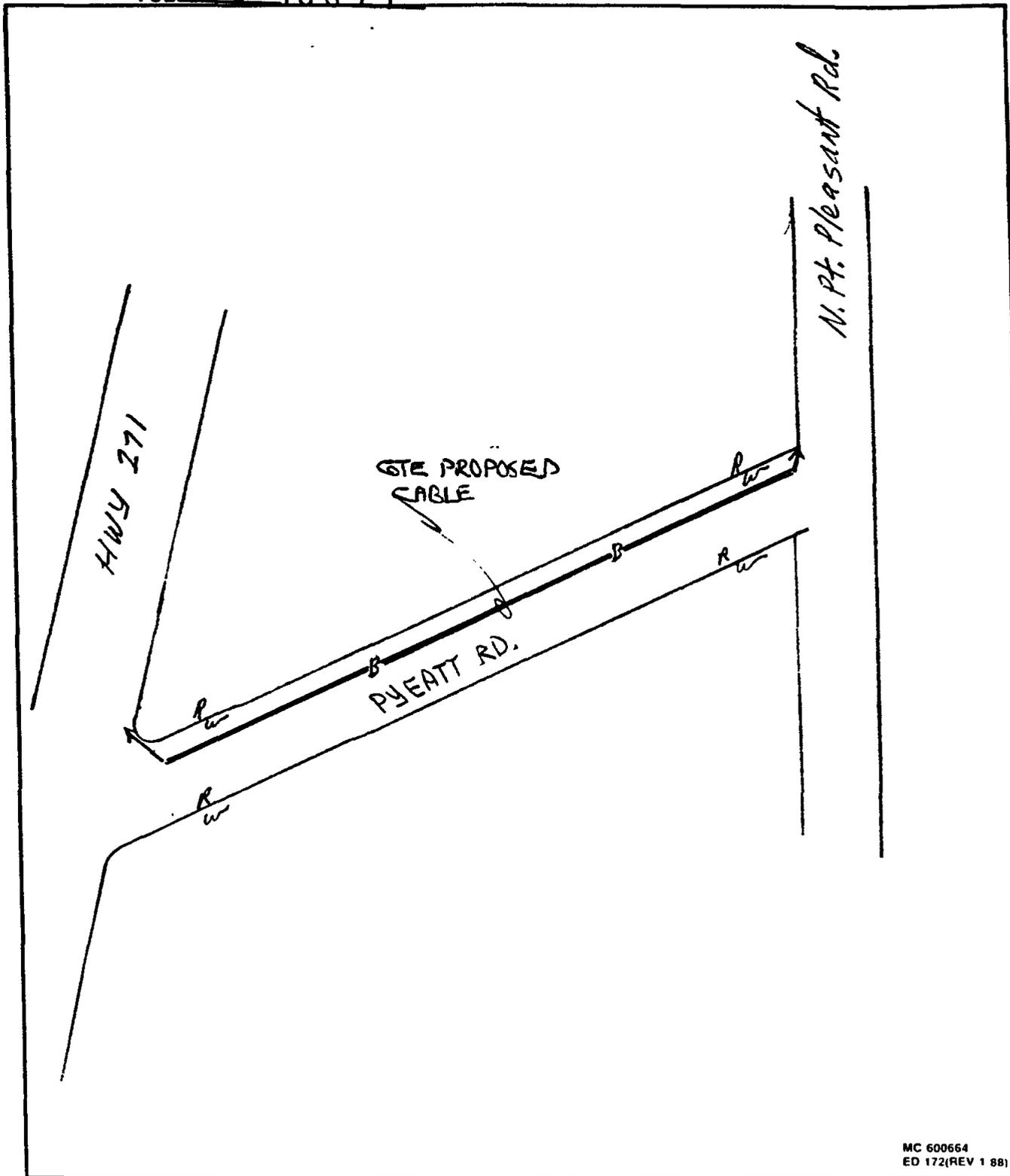
Notwithstanding any other provision contained herein, it is expressly understood that tender of this notice by the GTE Southwest Incorporated does not constitute a waiver, surrender, abandonment or impairment of any property rights, franchise, easement, license, authority, permission, privilege or right now granted by law or may be granted in the future and any provision or provisions so construed shall be null and void.

Construction of this line will begin on or after April 15, 19 96.

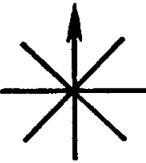
GTE SOUTHWEST INCORPORATED

By Ron Herron Jr
Senior Engineer
4200 Stone Road

Address Kilgore, TX 75662
903-983-4911



MC 600664
ED 172 (REV 1 88)

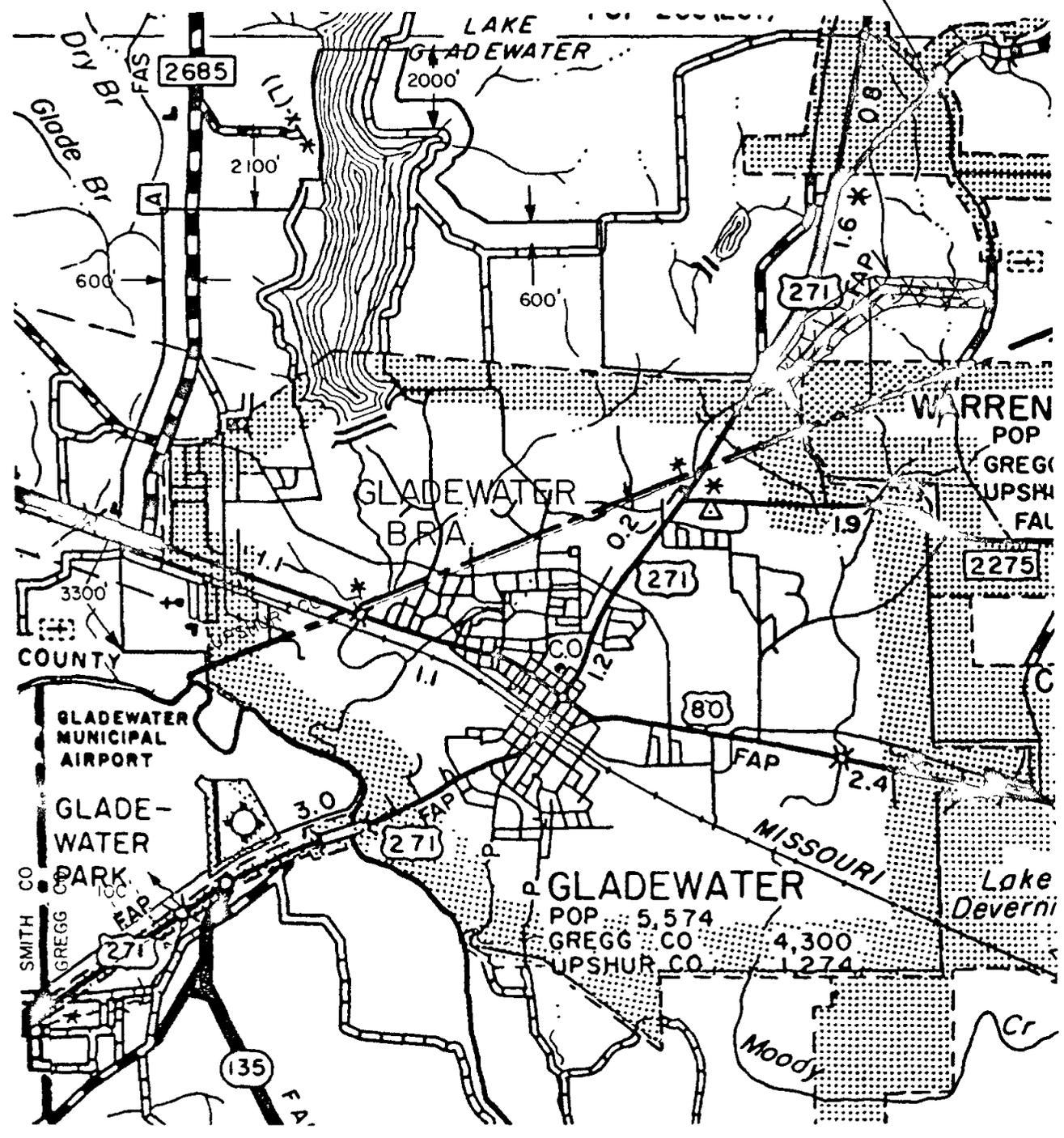
AREA _____ TAX DIST _____ ENGR BY <u>BDJ</u> DATE _____ DRAWN BY _____ DATE _____ APPROVED BY _____ DATE _____ REVISED BY _____ DATE _____		GTE Southwest LOCATION <u>Glade water</u> DESCRIPTION <u>Bury Ca - Pyeatt Rd</u> _____ _____
SCALE _____	SHEET _____ OF _____	W O NO <u>SP6036R005</u>

ISSUED 10-3-79 EFFECTIVE DOCKET OCT 16 1979	 GENERAL TELEPHONE COMPANY OF THE SOUTHWEST	TEXAS GENERAL EXCHANGE TARIFF MAP SUPPLEMENT SECTION 6 Gladewater, Texas Base Rate Area
SCALE 1 inch = 7000'		First Revised SHEET NO. 94 Cancelling Original SHEET NO. 94

ALL BOUNDARIES ARE 150 FEET FROM ROADS UNLESS OTHERWISE NOTED

FE HIGHTOWER VICE PRESIDENT--REVENUE REQUIREMENTS

WORK Location





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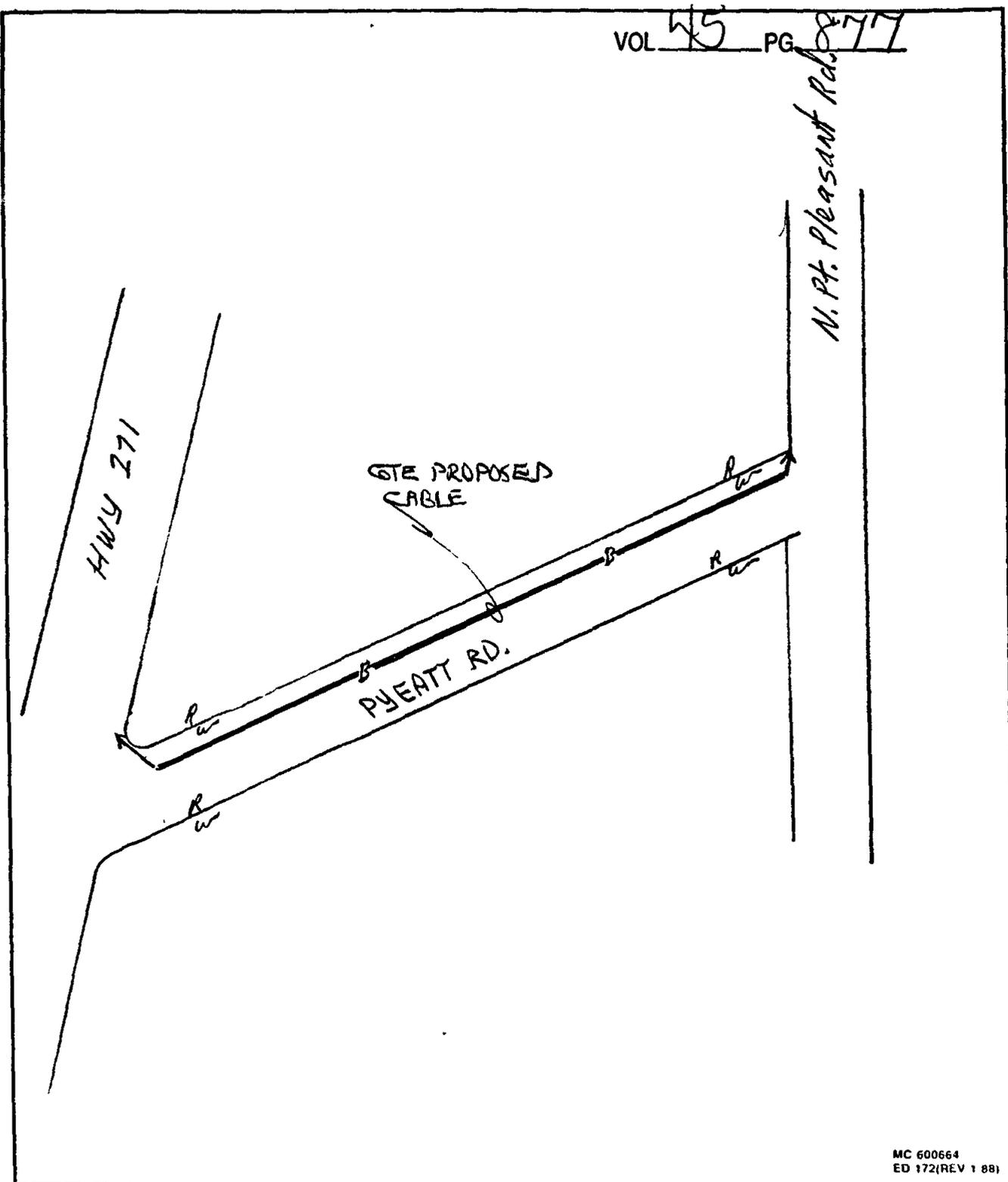
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ED 172(REV 1 88)

AREA _____ TAX DIST _____ ENGRD BY <u>BDJ</u> DATE _____ DRAWN BY _____ DATE _____ APPROVED BY _____ DATE _____ REVISED BY _____ DATE _____			GTE Southwest LOCATION <u>Gladeswater</u> DESCRIPTION <u>Bury Ca - Pyeatt Rd</u>	
SCALE _____			SHEET _____ OF _____	W.O. NO. <u>SP6036R005</u>

ISSUED 10-3-79
EFFECTIVE
DOCKET OCT 16 1979



TEXAS GENERAL EXCHANGE TARIFF
MAP SUPPLEMENT SECTION 6
Gladewater, Texas
Base Rate Area

First Revised SHEET NO. 94
Cancelling Original SHEET NO. 94

SCALE 1 inch = 7000'
ALL BOUNDARIES ARE 150 FEET FROM
ROADS UNLESS OTHERWISE NOTED

FE HIGHTOWER
VICE PRESIDENT--REVENUE REQUIREMENTS

Work Location

