

NOTICE OF MEETING
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
MONDAY, JUNE 24, 1996, 9:00 AM, REGULAR SESSION
UPSHUR COUNTY COURTHOUSE, THIRD FLOOR

AGENDA

1. Approve the minutes of previous meetings.
2. Consider any budget amendments and take appropriate action.
3. Consider approval of accounts payable and take appropriate action.
4. Consider approval of payroll changes.
5. Discuss the expiration of Texas Parks and Wildlife regulations on possession of wild animals.
6. Discuss the memo from District Attorney Tim Cone regarding the request by the Sesquicentennial Committee for a contribution.
7. Anson Young to discuss equipment purchasing policies by the County.
8. Big Sandy Vol. Fire Dept. to request permission for Sheriff's Office to make signs for their rescue van.
9. Upshur County Senior Citizens wants the Court to give the Sheriff's Office authority to build 2 disabled parking signs.
10. Hear Karen Pierce, Maxie Swanner and Sara Dumas concerning Big Sandy Community Development Corp. on re-investment and tax abatement.
11. Hear Gilmer Postmaster concerning the condition of roads in the County.
12. Approve the Deputation of Teena Henson in the District Clerk's Office.
13. Hear Tony Putman concerning tax matters and take necessary action.
14. Consider giving authority to apply for escheated funds from Upshur Rural Electric as per Section 74.602 (b) (3) of the Texas Property Code and 381.004 of the Local Gov. Code.
15. Consider submitting a grant application for solid waste funds.
16. Approve applications for use of Upshur County roads and ROW.
17. Accept memo from District Attorney Tim Cone concerning Newt Road and take action if necessary.
18. Accept for recording the contract from Bullfinch Custodial Service for the Library.
19. Accept for recording the letter from Judge Still to TxDOT on allocation of materials.

Charles L. Still
Charles L. Still
County Judge

72 hour notice 6-20-96
(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)

DEPUTY _____ BY _____
UPSHUR COUNTY, TX.
96 JUN 20 PM 3:22
FILED
REX A. SHAW
COUNTY CLERK

UPSHUR COUNTY
COMMISSIONER'S COURT
6-24-1996

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 6-10-1996. MOTION CARRIED.

2. MOTION BY DAVID LOYD SECONDED BY GADDIS LINDSEY TO APPROVE BUDGET AMENDMENTS PRESENTED BY AUDITOR'S OFFICE. MOTION CARRIED. ALL BUDGET AMENDMENTS ARE LINE ITEM TRANSFERS. COPY OF BUDGET AMENDMENTS ATTACHED.

3. MOTION BY DAVID LOYD SECONDED BY TOMMY STANLEY TO APPROVE PAYMENT OF ALL BILLS NOW DUE. MOTION CARRIED. COPY OF BILLS ATTACHED.

5. MOTION BY TOMMY STANLEY SECONDED BY KENNEY THOMPSON TO APPROVE PLACING INTO MINUTES FOR RECORDING PURPOSES ONLY, A LETTER FROM TEXAS PARKS AND WILDLIFE DEPARTMENT CONCERNING DANGEROUS WILD ANIMALS. EFFECTIVE SEPTEMBER 1, 1997, TEXAS PARKS AND WILDLIFE DEPARTMENT WILL END ITS REGULATION ON THESE ANIMALS AND PERMITS TO POSSESS THESE ANIMALS WILL EXPIRE. THIS LETTER IS GIVEN IN ADVANCE SO THAT THE COUNTY MAY ESTABLISH ITS OWN REGULATORY PROGRAM. NO ACTION TAKEN AT THIS TIME.

6. MOTION BY DAVID LOYD SECONDED BY TOMMY STANLEY TO APPROVE PLACING INTO MINUTES FOR MATTER OF RECORDING PURPOSES ONLY, A MEMO FROM DISTRICT ATTORNEY, TIM CONE CONCERNING THE SESQUICENTENNIAL COMMISSION AND THE REQUEST FOR A DONATION. NO ACTION TAKEN AT THIS TIME.

7. NO ACTION TAKEN ON AGENDA ITEM CONCERNING MR. ANSON YOUNG DISCUSSING EQUIPMENT PURCHASING POLICIES BY THE COUNTY. MR. YOUNG WAS NOT PRESENT.

8 & 9. MOTION BY DAVID LOYD SECONDED BY KENNEY THOMPSON TO APPROVE REQUEST OF BIG SANDY VOLUNTEER FIRE DEPARTMENT FOR THE SHERIFF'S OFFICE TO MAKE SIGNS FOR THEIR RESCUE VAN. ALSO IN THIS MOTION IS FOR THE SHERIFF'S OFFICE TO MAKE SIGNS REQUESTED BY THE UPSHUR COUNTY SENIOR CITIZENS FOR 2 DISABLED PARKING SIGNS.

10. AFTER PRESENTATION PRESENTED BY MAXIE SWANNER AND OTHER MEMBERS OF THE BIG SANDY ECONOMIC DEVELOPMENT CORPORATION MOTION BY DAVID LOYD SECONDED BY TOMMY STANLEY TO CONSIDER THE ESTABLISHMENT OF A COUNTY TAX ABATEMENT FOR BIG SANDY REALTY AND TO CONSIDER THE ESTABLISHMENT OF A RE-INVESTMENT ZONE FOR BIG SANDY COMMUNITY DEVELOPMENT. MOTION CARRIED.

4. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO APPROVE PAYROLL CHANGES FOR TEENA HENSON, JASON MINOR AND TOBY REYNOLDS, ALL DUE TO NEW HIRE. MOTION CARRIED. COPY OF ALL PAYROLL CHANGE REPORTS ATTACHED.

11. NO ACTION ON AGENDA ITEM CONCERNING GILMER POSTMASTER DISCUSSING THE CONDITION OF ROADS IN THE COUNTY. POSTMASTER NOT PRESENT.

12. MOTION BY DAVID LOYD SECONDED BY TOMMY STANLEY TO APPROVE DEPUTATION OF TEENA HENSON IN DISTRICT CLERK'S OFFICE. MOTION CARRIED. COPY ATTACHED.

13. TONY PUTMAN MET WITH COURT TO DISCUSS THE TAX PENALTY HE FELT HE HAD TO PAY, DUE TO NO FAULT OF HIS OWN. MR. PUTMAN REQUESTED THAT HE BE REFUNDED THE COUNTY'S PART WHICH WOULD BE APPROXIMATELY \$20.00. AFTER DISCUSSION BETWEEN COURT AND MR. PUTMAN AND TAX ASSESSOR, MOTION BY JUDGE STILL, SECONDED BY KENNEY THOMPSON TO APPROVE REFUNDING THE PENALTY PORTION OF MR. PUTMAN'S MONEY. MOTION DID NOT CARRY, WITH GADDIS LINDSEY, TOMMY STANLEY AND DAVID LOYD VOTING NO.

14. MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO APPROVE AUTHORIZING JUDGE CHARLES STILL TO APPLY FOR ESCHEATED FUNDS FROM UPSHUR RURAL ELECTRIC AS PER SECTION 74.602 (B) (3) OF THE TEXAS PROPERTY CODE AND 381.004 OF THE LOCAL GOVERNMENT CODE.

15. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO APPROVE COUNTY SUBMITTING A GRANT APPLICATION FOR SOLID WASTE FUNDS. MOTION CARRIED. SARA DUMAS FROM ECONOMICAL DEVELOPMENT WILL BE RESPONSIBLE FOR THE ACTUAL APPLYING FOR THE GRANT.

16. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO APPROVE THE FOLLOWING PERMIT APPLICATIONS, SPECIAL ROAD USE AGREEMENTS, AND/OR APPLICATIONS FOR FILLING ABANDONED WELLS:

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY TUCKER BROTHERS LOGGING TO HAUL LOGS ON GROUND HOG AND HARE.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY PATTERSON AND DAVIS ENTERPRISES TO HAUL LOGS ON GOPHER.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY TUCKER BROTHERS TO HAUL LOGS ON GARDENIA AND JONQUIL.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY HEARTLINE FARM AND TIMBER TO HAUL LOGS ON HOLLYHOCK ROAD.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY ALLEN HENSON TO HAUL LOGS ON LIVE OAK.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY STEVE RALSTON TO HAUL LOGS ON SCARLETT OAK, WHITE PINE AND LOCUST.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY BATES ENTERPRISES TO HAUL LOGS ON LIVE OAK ROAD.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY LASCO TO HAUL LOGS ON BLUE BIRD.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY LUMMUS LUMBER TO HAUL LOGS ON RED MAPLE.

PERMIT APPLICATION SUBMITTED BY JOHN GREEN TO INSTALL A CULVERT IN DAFFODIL.

PERMIT APPLICATION SUBMITTED BY JOHN GREEN TO PLACE A WATER LINE IN ROW OF DAFFODIL.

PERMIT APPLICATION SUBMITTED BY CLINT FISHER TO INSTALL A CULVERT IN NORTH WHITE OAK ROAD.

PERMIT APPLICATION SUBMITTED BY JAMES THOMPSON TO INSTALL A CULVERT IN ROW OF RED OAK ROAD.

PERMIT APPLICATION SUBMITTED BY JAMES CAMPBELL TO INSTALL A CULVERT IN SMILAX.

PERMIT APPLICATION SUBMITTED BY ARLAN WALL TO INSTALL A CULVERT IN ROW OF LILAC.

APPLICATION FOR FILLING ABANDONED WELL SUBMITTED BY ROBERTE B. EDDIE. WELL IS LOCATED ON OWL ROAD.

PERMIT APPLICATION SUBMITTED BY HERBERT OLIVE TO INSTALL A CULVERT IN ROW OF ASPEN.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY WEYERHAEUSER TO HAUL LOGS ON CARNATION.

APPLICATION FOR FILLING ABANDONED WELL SUBMITTED BY JAMES L. WHITE. WELL IS LOCATED ON MIMOSA.

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

17. IN RESPONSE TO DISTRICT ATTORNEY'S MEMO TO COMMISSIONER'S COURT CONCERNING NEWT ROAD, A MOTION WAS MADE BY KENNEY THOMPSON, SECONDED BY DAVID LOYD TO INSTRUCT DISTRICT ATTORNEY TIM CONE TO PROCEED AS PER COMMISSIONER COURT'S MOTION DATED 2-12-1996 (VOLUME 45 PAGE 396) AND COMMISSIONER'S COURT'S MOTION DATED 3-11-1996 (VOLUME 45 PAGE 586) TO TAKE WHATEVER ACTION NECESSARY FOR COUNTY TO COMMENCE THE PHYSICAL WORK ON NEWT ROAD. (BOTH ENDS) MOTION CARRIED.

18. MOTION BY DAVID LOYD SECONDED BY KENNEY THOMPSON TO

APPROVE THE CONTRACT FROM BULLFINCH CUSTODIAL SERVICE FOR THE COUNTY LIBRARY. MOTION CARRIED. COPY ATTACHED.

19. MOTION BY DAVID LOYD SECONDED BY GADDIS LINDSEY TO APPROVE ACCEPTING FOR RECORDING PURPOSES ONLY, THE LETTER FROM JUDGE STILL TO COMMISSIONERS CONCERNING ALLOCATION OF MATERIALS IN LIEU OF DAMAGE BY STATE TRUCK PERMITS. THE ALLOCATIONS ARE DETERMINED BY COUNTY ROAD MILEAGE. MOTION CARRIED. COPY OF LETTER ATTACHED WITH EACH PRECINCT ALLOCATION STATED.

JUDGE STILL ANNOUNCED THE MEETING ADJOURNED.

ATTENDANCE SHEET AND JURY LIST FOR 6-14-1996 PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.

Charles H. Still

JUDGE CHARLES STILL

Gaddis Lindsey

COMMISSIONER GADDIS LINDSEY

Tommy Stanley

COMMISSIONER TOMMY STANLEY

David Loyd

COMMISSIONER DAVID LOYD

Charles (Kenney) Thompson

COMMISSIONER CHARLES (KENNEY) THOMPSON

UPSHUR COUNTY
BUDGET AMENDMENTS

The following budget amendments were approved this the 24
day of June, 1996.

Charles L. 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 JUN 24 AM 10:11
UPSHUR COUNTY, TX.
BY _____
DEPUTY

BUDGET AMENDMENT

LINE ITEM TRANSFER:

DATE: 6-24-96

Honorable commissioners count of Upshur County:

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

From:	FUND	DEPT.	ACCOUNT	AMOUNT
	10	435	4125	138
To:	10	435	4013	108
			4600	30

REASON:

Department Head

Approved Commissioners Court

Attest County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

DATE: 6-24-96

Honorable commissioners count of Upshur County:

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

From:	FUND	DEPT.	ACCOUNT	AMOUNT
	10	450	3380	4
To:	10	450	3090	4

REASON:

Department Head

Approved Commissioners Court

Attest County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

DATE: 6-24-96

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	4230	150
			4155	52
To:	10	476	3095	70
			4502	20
			5450	112

REASON:

Department Head

Approved Commissioners Court

Attest County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

DATE: 6.24.96

Honorable commissioners count of Upshur County:

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

From:	FUND	DEPT.	ACCOUNT	AMOUNT
	10	497	3095	700

To:	10	497	4502	700
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REASON:

Department Head

Approved Commissioners Court

Attest County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

DATE: 6-24-96

Honorable commissioners count of Upshur County:

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

From:	FUND	DEPT.	ACCOUNT	AMOUNT
	10	510	4480	300
To:	10	510	3380	300

REASON:

Department Head

Approved Commissioners Court

Attest County Clerk

BUDGET AMEUREMENT

LINE ITEM TRANSFER:

DATE: 6-24-96

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	114
To:	10	560	4480	30
			5900	84

REASON:

Department Head

Approved Commissioners Court

Attest County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

DATE: 6-24-96

Honorable commissioners count of Upshur County:

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

From:	FUND	DEPT.	ACCOUNT	AMOUNT
	15	611	3340	7700
To:	15	611	3240	200
			3420	1500
			5600	6000

REASON:

Department Head

Approved Commissioners Court

Attest County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

DATE: 6-28-86

Honorable commissioners count of Upshur County:

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

From:	FUND	DEPT.	ACCOUNT	AMOUNT
	16	612	4480	1533
			3200	1712
			3380	1,000
To:	16	612	4700	1533
			5100	2712

REASON:

Department Head

Approved Commissioners Court

Attest County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

DATE: 6-28-96

Honorable commissioners count of Upshur County:

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

From:	FUND	DEPT.	ACCOUNT	AMOUNT
	17	613	3330	11,723
			4480	100
To:	17	613	3230	100
			5600	11,723

REASON:

Department Head

Approved Commissioners Court

Attest County Clerk

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BUDGET AMENDMENT

LINE ITEM TRANSFER:

DATE: 6-24-96

Honorable commissioners count of Upshur County:

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

From:	FUND	DEPT.	ACCOUNT	AMOUNT
	18	614	5600	45,000
To:	18	614	3340	40,000
			4480	5,000

REASON:

Department Head

Approved Commissioners Court

Attest County Clerk

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 06/24/96 thru 06/27/96

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
56114-AP	06/24/96	360 COMMUNICATIONS	\$100 72	\$100 72	SUP&CCP-GM00318 06/10/96 BILLING
56115-AP	06/24/96	ABC AUTO PARTS&GLASS	\$73 32	\$73 32	PCT#3-PLEXIGLASS FOR MIXER
56116-AP	06/24/96	ALBRIGHTS GARAGE	\$11 00	\$11 00	PCT#2-ZINC HANGER & PIPE
56117-AP	06/24/96	ARAMARK UNIFORM SERVICES, IN	\$142 00	\$35 50 \$35 50 \$35 50 \$35 50	PCT#3-CUST#5963001/UNIFORM SERVICE PCT#3-CUST#5963001/UNIFORM SERVICE PCT#3-CUST#5963001/UNIFORM SERVICE PCT#3-CUST#5963001/UNIFORM SERVICE
56118-AP	06/24/96	ARKLA GAS	\$573 40	\$380 45 \$21 65 \$21 05 \$42 05 \$20 45 \$28 25 \$48 05 \$11 45	J CTR-ACCT#0721336289005/JUNE 10'96 BILLING CO LIB-ACCT#0821335367008/JUNE 11'96 BILLING CO LIB-ACCT#0821335368006/JUNE 11'96 BILLING CO CTH-ACCT#0821334321006/JUNE 11'96 BILLING ROCK BLDG-ACCT#0821334069001/JUNE 11'96 BILLING PORTER BLDG-ACCT#0921336007007/JUNE 12'96 BILLING BANK ANNEX-ACCT#0921336003014/JUNE 12'96 BILLING PCT#3-ACCT#0921334261002/JUNE 12'96 BILLING
56119-AP	06/24/96	AT&T GLOBAL INFORMATION SOLU	\$4,692 00	\$4,692 00	NON DEPT-LIGHTNING DAMAGE C#26367068(PARTS&LABOR COMPUTER SYS)
56120-AP	06/24/96	B J. PARNELL, M. D.	\$164 00	\$164 00	CO JAIL-CARLOS BROOKS/READING X-RAYS
56121-AP	06/24/96	BAKER & TAYLOR, INC	\$461 69	\$461 69	CO LIB-45 BOOKS
56122-AP	06/24/96	BARRY WALLACE, ATTY	\$250 00	\$250 00	D CT-CAUSE#11,656/SHIRLEY HODGE
56123-AP	06/24/96	BAXTER SALES CO, INC	\$175 70	\$175 70	CO JAIL-CUST#01-0008880/MOP BUCKET, DISP, FLOOR PAD, DETERGENT, TOWELS
56124-AP	06/24/96	BEHAVIORAL PROFILES	\$85 00	\$85 00	CO JAIL-LORI L JESTER/MENTAL HEALTH EXAM
56125-AP	06/24/96	BLAIR R MACBEATH, M D	\$85 00	\$85 00	CO JAIL-JIMMY CRESWELL/ER 05/20/96
56126-AP	06/24/96	BLAZER RESOURCES, INC	\$31,438 00	\$6,798 00 \$18,040 00 \$6,600 00	PCT#3-ACCT#2611/ROAD OIL(309 BBLs @ \$22 00) PCT#2-CUST#2611/ROAD OIL(820 BBLs @ \$22 00) PCT#1-CUST#2611/ROAD OIL(300 BBLs @ \$22 00)
56127-AP	06/24/96	BOX OFFICE TRAVEL	\$1,251 00	\$1,251 00	CO JAIL-PLANE TICKET/JAMES WILSON(PRISONER)&R CROMLEY
56128-AP	06/24/96	BRITANNICA PUBLISHING DIVISI	\$430 00	\$430 00	CO LIB-1995 CHILDREN'S BRITANNICA
56129-AP	06/24/96	BROOKSHIRES	\$21 03	\$21 03	DA-LESLIE H KEITH/HOT CK RESTITUTION

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

27 JUN 1996

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 06/24/96 thru 06/27/96

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
56130-AP	06/24/96	BULFINCH CUSTODIAL SERVICE	\$253 28	\$253 28	CO LIB-JUNE '96 JANITORIAL SERVICES
56131-AP	06/24/96	BUSINESS WEEK	\$79 95	\$79 95	CO. TREAS-CUST#262288095/SUBSCRIPTION RENEWAL
56132-AP	06/24/96	CALAME, LINEBARGER & GRAHAM	\$10,683 71	\$4,079 26 \$6,604 45	CO TAX-MARCH '96 DELINQUENT TAX COLLECTED CO TAX-MAY '96 DELINQUENT TAX COLLECTED
56133-AP	06/24/96	CANON SERVICE COMPANY	\$395 00	\$270 00 \$125 00	NON-DEPT-LIGHTNING-DAMAGE/A/C THERMOSTAT & LABOR J. CTR-INSTALLED FREEZE STAT
56134-AP	06/24/96	CAVENDER'S BOOT CITY	\$89 96	\$43 98 \$45 98	CO JAIL-2 PR PANTS/JENKINS CO JAIL-2 PR PANTS/JESTER
56135-AP	06/24/96	CHAMBERLAIN'S HOME CENTER	\$124 16	\$47 16 \$32 00 \$45 00	CO BLDGS-CUST#205/BULBS CO BLDGS-CUST#205/BULBS CO BLDGS-CUST#205/BULBS
56136-AP	06/24/96	CHARLES A BOUKNIGHT	\$40 00	\$40 00	PCT#4-UNIT#414/PARTS, LABOR
56137-AP	06/24/96	CHARLES K. THOMPSON	\$419 07	\$419 07	COMM CT-REIMBURSE/350mi @ 29ea; MEALS, LODGING (W ACD CONF)
56138-AP	06/24/96	CHARLES L STILL	\$418 49	\$418 49	COMM CT-REIMBURSE/348mi @ 29ea; MEALS, LODGING (W ACD CONF)
56139-AP	06/24/96	CHEVRON U.S.A INC	\$96 19	\$56 07 \$40 12	CCP-ACCT#7898789859/MAY 29 '96 BILLING CO S-ACCT#7898789842/MAY 29 '96 BILLING
56140-AP	06/24/96	COMMUNITY REHABILITATION	\$550 00	\$550 00	CCP-MAY '96 BILLING
56141-AP	06/24/96	COMPLETE BUSINESS	\$283 91	\$110 20 \$42 15 \$71-6/1/96 \$27 92 \$20 52 \$20 60 \$62 52	CO EXT-CUST#LN0461/F3060/8163 COPIES 3/26-5/31/96 D JUDGE-CUST#0461/F4418; 3122 COPIES 5/1-6/1/96 CO LIB-CUST#LN0461; 1994 COPIES 6/1-7/1/96 CO. JAIL-CUST#LN0461; 1564 COPIES 5/1-6/1/96 CO JUDGE-CUST#LN0461/F5520; 1526 COPIES 5/1-6/1/96 CO. TAX-CUST#LN0461/F5540; 4631 COPIES 5/1-6/1/96
56142-AP	06/24/96	CONGRESSIONAL QUARTERLY INC	\$319 00	\$319 00	CO LIB-1 YR SUBSCRIPTION
56143-AP	06/24/96	CORRECTIONAL SECURITY SERVIC	\$155 00	\$155 00	CCP-MAY '96 BILLING/S GROSS
56144-AP	06/24/96	DARBY EQUIPMENT COMPANY	\$681 95	\$681 95	PCT#1-AXLE
56145-AP	06/24/96	DARR EQUIPMENT COMPANY	\$406 41	\$44 41 \$362 00	PCT#3-REPAIR HYDRAULIC LINE PCT#4-BLADES FOR MAINTAINER; BOLTS, NUTS

14116.000

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Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 06/24/96 thru 06/27/96

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
56146-AP	06/24/96	DAVE'S STEREO CENTER	\$400 00	\$125 00 \$275 00	CO S-INSTALL SIREN&STROBE LIGHTS(NEW FORD) CO S-UNIT#7/INSTALL RADIO, LIGHTS, CONSOLE
56147-AP	06/24/96	DAVID B. GRIFFITH	\$150 00	\$150 00	D CT-CAUSE#902-90 KERR CHILDREN 5/31/96
56148-AP	06/24/96	DAVID ELIA	\$10 64	\$10 64	PCT#1-REIMBURSED FOR DAMAGED MAIL BOX
56149-AP	06/24/96	DAVID P. MOONEY	\$454 64	\$454 64	CO EMG-SERVICES RENDERED, MARCH-MAY '96, POSTAGE
56150-AP	06/24/96	DAVIDSON MOTOR & WRECKER	\$1,050 00	\$750 00 \$200 00 \$100 00	PCT#1-REAR END FOR TRUCK PCT#1-TRUCK DOOR PCT#1-TRUCK SEAT
56151-AP	06/24/96	DEAN'S LAWNMOWER &	\$42 80	\$42 80	CCP-REPAIR MOWER 5/28/96
56152-AP	06/24/96	DIAMOND SHAMROCK	\$50 27	\$50 27	CO S-ACCT#770-057-75/GASOLINE
56153-AP	06/24/96	DONA FLIPPO	\$62 20	\$62 20	CO AUD-REIMB FOR AREA 8 AUD MEETING
56154-AP	06/24/96	DWIGHT A. BRANNON	\$600 00	\$250 00 \$350 00	D CT-CAUSE#JP1 TONYA DOBBS D CT-CAUSE#11, 328 MICHAEL SWAIN
56155-AP	06/24/96	EASTEX WELDING & SUPPLY INC	\$152 22	\$40 00 \$112 22	PCT#3-BRAKE DRUM #315 PCT#1-WELDING SUPPLIES, TORCH, BITS, ETC
56156-AP	06/24/96	ECONOMY AUTO SUPPLY, INC	\$4,883 63	\$15 11 \$14 94 \$33 68 \$6 85 \$40 46 \$38 05 \$20 22 \$4,693 11 \$21 20	PCT#4-BELT PCT#4-RADIATOR HOSE (2) PCT#4-TRANSMISSION SEAL(UNIT #413), WRENCHES (3) PCT#4-O-RINGS & SOCKET PCT#4-DELCO AIR COND HOUSING, HEADLIGHT PCT#4-TRANSMISSION FLUID, BELT PCT#4-BELT, HOSE PCT#4-OVERHAUL MOTOR FOR FORD DUMP-B 2 LITER DETROIT DIESEL PCT#4-CREASE
56157-AP	06/24/96	ELDON STRINGFELLOW	\$160 00	\$160 00	J CTR-LABOR ON DOORS
56158-AP	06/24/96	EXPRESS LUBE DBA	\$67 35	\$10 50 \$18 95 \$18 95 \$18 95	CO S-UNIT#12/INSPECTION STICKER CO S-UNIT#6/OIL, FILTER, LABOR CO S-UNIT#7/OIL, FILTER, LABOR CO S-UNIT#22/OIL, FILTER, LABOR
56159-AP	06/24/96	FANNIN FARM EQUIPMENT	\$32 00	\$32 00	PCT#1-MAY RENT ON 8 CYLINDERS
56160-AP	06/24/96	FEDEX	\$40 25	\$40 25	CO S-ACCT#1716-1325-6/PLANDHUNTSVILLE
56161-AP	06/24/96	FINA SHORT STOP	\$23 97	\$23 97	D A-C A PLANT/HOT CK RESTITUTION

VAN M CLINCH

THE SOFTWARE GROUP, INC Disbursements Made from 06/24/96 thru 06/27/96 PAGE 4

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
56162-AP	06/24/96	FLUID POWER SERVICES, INC	\$182.38	\$182.38	PCT#4-REPAIR HYDRAULIC CYLINDER
56163-AP	06/24/96	GALL'S INC	\$1,065.44	\$1,045.13	CO S-RIDOT GEAR(HELMETS, BOOTS, SHIELD, ETC)
				\$20.31	CO S-(1)NIK TEST L-BROWN HERION 107BK
56164-AP	06/24/96	GENE ROBERTS	\$2,720.00	\$2,720.00	PCT#2-CONCRETE SLAB/NEW CO BARN(40'x80')
56165-AP	06/24/96	GENERAL TELEPHONE COMPANY	\$674.93	\$674.93	SUP-#1FD-3615 05/25/96 BILLING
56166-AP	06/24/96	GILMER CABLE TV CO, INC	\$126.00	\$126.00	CO JAIL-ACCT#138917JUNE '96 CABLE
56167-AP	06/24/96	GILMER DRUG COMPANY	\$130.32	\$78.59	CO JAIL-JESSIE JACKSON/PRESCRIPTION
				\$39.59	CO JAIL-JAMES TURNER/PRESCRIPTIONS
				\$12.14	CO. JAIL-MARY WILKERSON/PRESCRIPTION
56168-AP	06/24/96	GILMER LUMBER COMPANY INC	\$57.12	\$30.72	PCT#3-CUST#00210207/PLYWOOD
				\$26.40	CO BLDGS-CUST#0021020/BRUSH, PAINT
56169-AP	06/24/96	GILMER MEDICAL CENTER	\$55.00	\$55.00	CO. JAIL-CASEY DEAN AMITH/ACCT#28405678(MEDICAL)
56170-AP	06/24/96	GILMER OFFICE CENTER	\$307.50	\$298.00	D A-(2)LEGAL FILING CABINETS
				\$9.50	IND HEALTH-COLORED PAPER, MARKERS, HIGHLIGHTER, LIQUID PAPER
56171-AP	06/24/96	GLENWOOD WATER	\$35.00	\$35.00	D A-DEBRA GRIMES/HOT CK. RESTITUTION
56172-AP	06/24/96	GREGG CO JUVENILE PROBATION	\$1,920.00	\$1,920.00	ISP-DETENTION/INV#213/415-008 1-5/96
56173-AP	06/24/96	HERBERT L YOUNG	\$11,298.42	\$13.50	PCT#3-SOLVENT/10 GALS @ \$1.35
				\$93.55	PCT#3-GASOLINE/84 GALS
				\$2,252.97	CO S-1841 GALS GASOLINE
				\$2,347.03	PCT#3-DIESEL(925 GALS @
				\$2,207.26	\$0.77.3), GASOLINE(1544 GALS @ \$1.05.7)
				\$2,114.04	PCT#1-DIESEL(1835 GALS @
				\$1,867.28	\$0.77.3), GASOLINE(710 GALS @ \$1.11.1)
				\$122.08	PCT#4-DIESEL(1835 GALS @ \$.72.8)) GASOLINE(710
				\$45.41	GALS @ \$1.09.6)
				\$99.56	PCT#2-DIESEL(1225 GALS @ \$.72.5); GASOLINE(910
				\$135.74	GALS @ \$1.07.6)
				\$159.60	PCT#2-GASOLINE(109 GALS)
				\$408.00	PCT#1-DIESEL/65 GALS @ \$0.70.3
				\$80.25	PCT#1-DIESEL/110 GALS.
56174-AP	06/24/96	HOLMES CONCRETE PIPE	\$647.85	\$159.60	CO. BLDGS-121 GALS GASOLINE
				\$408.00	PCT#2-TILE (15" X 36")
				\$80.25	PCT#4-TILE (18" X 36")
					PCT#1-TILE (12" X 36")

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Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC.

Disbursements Made from 06/24/96 thru 06/27/96

PAGE 5

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
56175-AP	06/24/96	HUNT & ROCKWALL COUNTIES	\$480 00	\$480 00	ISP-DETENTION/8days@60.00per day
56176-AP	06/24/96	I DEAL COMPUTERS, INC.	\$3,787 90	\$79 00 \$209 00 \$308 90 \$739.00 \$739 00 \$739 00 \$974 00	JAIL-1 44M FLOPPY, LABOR NON DEPT-LIGHTNING DAMAGE/TOWER CONTROLLER, SYS 80;LABOR(KARMEN) NON DEPT-LIGHTNING DAMAGE/LABOR-TOWERS, MODEM, FLOPPY DISK;COMPUTER-SYS(DONA;MYRA;DISPATCH) NON DEPT-LIGHTNING DAMAGE/486DX4-100 COMPUTER(WANDA) NON DEPT-LIGHTNING DAMAGE/486DX4-100 COMPUTER(ROBIN) NON DEPT-LIGHTNING DAMAGE/486DX4-100 COMPUTER(JOANN) NON DEPT-LIGHTNING DAMAGE/486DX4-100 COMPUTER(TAX, EXTRA)
56177-AP	06/24/96	J. T ABRON	\$432 00	\$432 00	PCT#2-(72)LOADS GRAVEL@6 00per load
56178-AP	06/24/96	JURIS-PUBLISHING, INC	\$95 00	\$95 00	D A-(1)COPY OF TX SEARCH&SEIZURE
56179-AP	06/24/96	K & S KWIK STOP	\$20 00	\$20 00	D A-ANITA J MCWHORTER/HOT. CK. RESTITUTION
56180-AP	06/24/96	KILGORE COLLEGE	\$20 00	\$20 00	CONST#2-WILLIAM A ROGERS TUITION FOR BASIC RIFLE COURSE(04/03/96-05/25/96)
56181-AP	06/24/96	KIM'S KWIK STOP	\$127 24	\$32 15 \$38. 10 \$56 99	D A-DAVID MCWHORTER/HOT CK. RESTITUTION D A-ANITA MCWHORTER/HOT CK. RESTITUTION D A-ANITA MCWHORTER/HOT CK RESTITUTION
56182-AP	06/24/96	KIRBY RESTAURANT SUPPLY	\$106 00	\$106 00	CD JAIL-ACCT#7009/DISHWASHER SERVICE
56183-AP	06/24/96	LIDLAW WASTE SYSTEMS	\$1,393 89	\$1,393 89	WASTE-ACCT#070-20542/WASTE DISPOSAL SERVICE 05/01/96-05/31/96
56184-AP	06/24/96	LAMAR COUNTY CLERK	\$190 00	\$190 00	CD CT-CAUSE#1003/LOUISE PIERCE(MENTAL)
56185-AP	06/24/96	LANSDALE-TV-SALES&SERVICE	\$3 00	\$3 00	CD JAIL-2 MATCHING TRANSFORMERS
56186-AP	06/24/96	LAUREN PARISH	\$311. 18	\$311 18	JUNE '96 JUVENILE PROBATION BOARD
56187-AP	06/24/96	LAUREN PARISH	\$30 00	\$30 00	D JUDGE-REIMB. MEMBERSHIP DUES
56188-AP	06/24/96	LAWYERS COOPERATIVE-PUBLISHI	\$152 60	\$152 60	LAW LIB-ACCT#918116-830317BOOKS
56189-AP	06/24/96	LESLIE'S SMALL ENGINES	\$155 40	\$53 40 \$52 00 \$50 00	PCT#3-CHAIN; 8 FILES; ROPE; CHAIN; BAR; LABOR PCT#3-SAW CHAINS(2); SPROCKET; LABOR PCT#3-FUEL PUMP; 2 LUGS; LABOR
56190-AP	06/24/96	M R. PATTON	\$512 00	\$250 00	D CT-CAUSE#11,359/KEVIN JONES

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

27 JUN 1996

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 06/24/96 thru 06/27/96

PAGE 5

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$262.00	D CT-CAUSE#11,683/MARY WILKERSON
56191-AP	06/24/96	MARY BRUNSON	\$21.46	\$21.46	D A-REIMBURSE/74mi@ 29ea; (CASS CD CTH)
56192-AP	06/24/96	MED SHOP	\$28.00	\$28.00	D A-DEBRA GRIMES/HOT CK RESTITUTION
56193-AP	06/24/96	MED SHOP PHARMACY	\$652.40	\$652.40	IND-MAY '96 PRESCRIPTION BILLING
56194-AP	06/24/96	MEDICAL & PATHOLOGY LAB S	\$7.50	\$7.50	IND-JENNIFER N BELL/PHYSICIAN 1/10/96
56195-AP	06/24/96	MICHAEL MARTIN, ATTY	\$1,250.00	\$150.00	D CT-CAUSE#504-94 CASSANDRA L. WATTS(CHILD)5/28/96
				\$150.00	D CT-CAUSE#265-96 ASHLEY&ERICKA JOHNSON 5/29/96
				\$250.00	D CT-CAUSE#10,587 GLEEVE JOE BROWN, JR
				\$450.00	D CT-CAUSE#11,593 LARRY WAYNE BEASLEY
				\$250.00	D CT-CAUSE#8727 WILLIAM E SPIRES
56196-AP	06/24/96	MILTON WYLIE	\$145.69	\$145.69	ISP-REIMBURSE/428mi@ 28ea; MEALS, PHONE 5/96
56197-AP	06/24/96	MOORE MEDICAL CORP.	\$76.15	\$76.15	CD JAIL-CUST#0421888/HYDROCORTISONE; IBUPROFIN ;NEOSPORIN
56198-AP	06/24/96	MYRA HARRIS	\$43.56	\$43.56	CD TREAS-REIMBURSE/150 2mi@ 29ea(AREA MEETING@VAN ZANDT CD)
56199-AP	06/24/96	NATIONS BANK, NA	\$398.99	\$398.99	SUP&CCP-ACCT#1155-1155/MAY 24'96 BILLING
56200-AP	06/24/96	NEWSOME'S GROCERY	\$76.96	\$76.96	D A-RICHARD WHEELER/HOT CK RESTITUTION
56201-AP	06/24/96	P DOUGLAS SOAPE	\$3.35	\$3.35	D A-REFUND(OVERPAYMENT ON HOT CK RESTITUTION)
56202-AP	06/24/96	PATRICIA HARRISON	\$90.00	\$90.00	CD CT-COURT REPORTING 06/11/96
56203-AP	06/24/96	PEACOCK ELECTRONICS	\$25.00	\$25.00	J CTR-LABOR/CTR SLIGHTLY OFF
56204-AP	06/24/96	PETTY'S LAWN SPRINKLERS, INC	\$40.00	\$40.00	CD BLDGS-LABOR
56205-AP	06/24/96	PITNEY BOWES	\$195.00	\$195.00	NON DEPT-ACCT#00958232001/PARTS&SUPPLIES 5/22/96
56206-AP	06/24/96	PIZZA HUT OF EAST TEXAS, INC	\$39.64	\$39.64	D CT-CAUSE#11,627/JURY LUNCHEs 6/5/96
56207-AP	06/24/96	POSTAGE BY PHONE SYSTEM	\$3,000.00	\$3,000.00	NON DEPT-POSTAGE FOR METER
56208-AP	06/24/96	POSTMASTER	\$506.00	\$172.00	NON DEPT-BOX #730 ANNUAL RENTAL '96
				\$172.00	NON DEPT-BOX#790 ANNUAL RENTAL '96
				\$104.00	D CLK-BOX #950 ANNUAL RENTAL '96
				\$58.00	JUV PROB-BOX #637 ANNUAL RENTAL '96

VOU 110 PG 5/10

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Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC Disbursements Made from 06/24/96 thru 06/27/96 PAGE 9

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
56241-AP	06/24/96	VINCO FOODS	\$22 33	\$22 33	D-A-D-T-PEARSON/HOT CK-RESTITUTION
56242-AP	06/24/96	VINCO FOODS	\$43 15	\$23 16 \$19 99	CO JAIL-CLEANERS CO JAIL-CAMEO; CHORE BOY; SCOTCH BRITE, SWEET&LOW, SYRUP, JELLY
56243-AP	06/24/96	VINYARD'S	\$92.73	\$18 37 \$22 96 \$51 40	D-A-D-T-PEARSON/HOT CK-RESTITUTION D A-D T. PEARSON/HOT CK RESTITUTION D A-DEBRA GRIMES/HOT CK. RESTITUTION
56244-AP	06/24/96	WAL-MART #146	\$159 25	\$43 65 \$69 00 \$46 60	D A-P DOUGLAS SOAPE/HOT CK RESTITUTION D A-DEBRA GRIMES/HOT CK RESTITUTION D-A-DEBRA GRIMES/HOT CK. RESTITUTION
56245-AP	06/24/96	WALMART STORE #146	\$176 33	\$27 16 \$31 08 \$50 23 \$67 86	PCT#1-ACCT#188/GATORADE(7) CO BLDGS-ACCT#188/CURTAINS; RODS CO S-MICROCASSETTE TAPES, BATTERIES CO S-TYPEWRITER TABLE(DESK), WASTEBASKET; MISC SUPPLIES
56246-AP	06/24/96	WEST SIDE FURNITURE	\$10 60	\$10 60	CO BLDG-LAWNMOWER BLADES
56247-AP	06/24/96	WHITE SWAN, NORTH	\$869 34	\$501 38 \$81 01 \$291 19 \$2 18CR \$2 06CR	CO JAIL-CUST#420711/ASSORTED FOODS CO JAIL-CUST#420711/ASSORTED FOODS CO JAIL-CUST#420711/ASSORTED FOODS CO JAIL-CUST#420711/RAISIN BRAN ABOVE BID CO JAIL-CUST#420711/ABOVE BLANKET BID
56248-AP	06/24/96	WILLOUGHBY JUVENILE CENTER	\$130 00	\$130 00	ISP-DETENTION/J S ; 2days@ \$65 00per day
56249-AP	06/24/96	WINN'S-AUTO & TRUCK REPAIR	\$482 22	\$237 46 \$58 40 \$25 70 \$89 16 \$36 50 \$35 00	CO BLDGS-AC PARTS; LABOR CO S-UNIT#22/HEATER HOSES; ANTIFREEZE; LABOR CO S-UNIT#4/FITTING; LABOR CO S-UNIT#17/SET OF PADS; LABOR CO S-UNIT#20/FREDN. AC OIL; LABOR PCT#4-REPLACE AC COIL
56250-AP	06/24/96	YAZELL CHEVROLET-OLDS , INC	\$13 08	\$1.40 \$11 68	PCT#3-SEAL FOR TRANS. PCT#2-SWITCH
Total for AP - ACCOUNTS PAYABLE			\$161,374 57		

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

27 JUN 1996

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 06/24/96 thru 06/27/96

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
330-INS	HC 06/26/96	GILMER NATIONAL BANK	\$60,000 00	\$60,000.00	CD#12522 PURCHASED@5.61%(180days)TD MATURE 12/23/96

Total for INS INSURANCE \$60,000 00

Grand Total \$221,374 57

FILED
 REX A. SHAW
 COUNTY CLERK
 96 JUN 28 PM 2:57
 UPSHUR COUNTY, VA
 BY _____

Charles L. Still
 COUNTY JUDGE, CHARLES L. STILL

Grady Lindsey
 COMMISSIONER PCT#1, GRADY LINDSEY

Tommy Stanley
 COMMISSIONER PCT#2, TOMMY STANLEY

David Loyd
 COMMISSIONER PCT#3, DAVID LOYD

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

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IN U.S.A.



**TEXAS
PARKS AND WILDLIFE DEPARTMENT**
4200 Smith School Road • Austin, Texas 78744 • 512-389-4800

ANDREW SANSOM
Executive Director

COMMISSIONERS
LEE M BASS
Chairman, Ft Worth

NOLAN RYAN
Vice-Chairman
Alvin

MICKEY BURLESON
Temple

RAY CLYMER
Wichita Falls

YGNACIO D GARZA
Brownsville

RICHARD (DICK) HEATH
Dallas

TERESE TARLTON HERSHEY
Houston

SUSAN HOWARD-CHRANE
Boerne

WALTER UMPHREY
Beaumont

PERRY R. BASS
Chairman-Emeritus
Ft. Worth

June 7, 1996

Subject: Dangerous Wild Animals

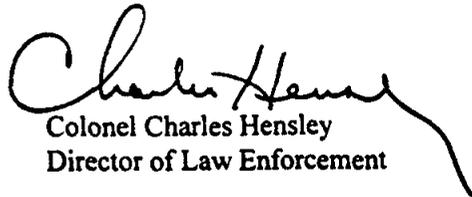
Dear County Judge

The Texas Parks and Wildlife Department currently regulates the possession of various dangerous wild animals, including lions, tigers, and cougars. A complete list of these animals can be found in Section 12.601, Texas Parks and Wildlife Code. The Department will end its regulation of these animals, effective September 1, 1997. On that date, all TPWD permits to possess these animals will expire, and the state law restricting the possession of these animals will expire.

I am writing to bring this to your attention ahead of time so that your county may establish its own regulatory program, should it so choose. According to Chapter 240, Subchapter A, Local Government Code, each county in the state is free to prohibit or regulate the keeping of various wild animals as the commissioners court sees fit.

For information about the facilities located in your county which are currently permitted by the Texas Parks and Wildlife Department, please write Assistant Commander Buddy Turner at the address shown on this letterhead, or call 512/389-4626.

Sincerely yours,


Colonel Charles Hensley
Director of Law Enforcement

CCH:BK:mh

FILED
REX A. SHAW
COUNTY CLERK
96 JUN 24 AM 10:51
UPSHUR COUNTY, TX.
BY _____
DEPUTY



MEMO

DATE: JUNE 14, 1996

TO: JUDGE CHARLES STILL
Upshur County, Texas

FROM: TIM CONE
Criminal District Attorney

SUBJECT: SESQUICENTENNIAL COMMISSION

Concerning your request for information regarding the possibility of the County disbursing funds to the Sesquicentennial Committee for Upshur County, I have been able to locate some information that may be of service to you. I am not sure that I really understand or have sufficient information regarding the establishment of the Sesquicentennial Commission to fully answer the question but the information that I was able to find may be of some assistance. Initially, Article 3, Section 53 of the Texas Constitution (copy attached) the basic provision regarding authority for the expenditure of County funds. It essentially says that you cannot authorize the expenditure fund except for purposes that are allowed by law. Normally, private functions are excluded from any County funds.

Interestingly, I was able to find Section 318 of the Local Government Code, a copy of which is provided herein, that indicates that a County can give money to a Historical Commission. Whether the Sesquicentennial Committee qualifies as a Historical Commission, I have no idea. Perhaps some information may be gathered regarding that status or the Sesquicentennial Committee is an off-shoot of the already existing Upshur County Historical Commission, then perhaps the expenditures of the funds is authorized. However, without more information, that is about all the guidance I can provide at this point. If this information

FILED
 REX A. SHAW
 COUNTY CLERK
 JUN 21 AM 10:4
 UPSHUR COUNTY, TX.
 DEPUTY

gamers further information creating the need for further legal analysis, please let me know and I will try to do what I can.

Thank you for your cooperation and attention.

Sincerely,



Tim Cone

TC/mb

Enclosures

VOL 110 PG 210

CHAPTER 318. HISTORIC PRESERVATION BY COUNTIES

SUBCHAPTER A. COUNTY HISTORICAL COMMISSION

Section

- 318.001. Definition.
- 318.002. Establishment.
- 318.003. Composition; Term.
- 318.004. Appointment by State.
- 318.005. Meetings.
- 318.006. Continuing Survey; County Register.
- 318.007. Historical Trail.
- 318.008. Reports and Recommendations.
- 318.009. Expenses
- 318.010. Operation of Museum.
- 318.011. Markers; Collections; County History.
- 318.012. Historic Site Tax Exemption.
- 318.013. Contracts for Lease or Management of Landmarks.

[Sections 318.014 to 318.020 reserved for expansion]

SUBCHAPTER B. SUPPORT OF PRIVATE ORGANIZATIONS

- 318.021. Appropriations to Historical Foundations: Counties With Population of 160,000 to 170,000.

Cross References

Appropriations for historical memorials, see Const. Art 16, § 39.
 Historical structures and sites, acquisition by Parks and Wildlife Department, see V.T.C.A. Parks & Wildlife Code, § 13.005.
 Municipal and county acquisition of lands and buildings for parks, playgrounds, historical museums and sites, see § 331.001 et seq
 State purchasing and general services commission, erection and maintenance of monuments and memorials, see Vernon's Ann Civ St art. 601b, § 5.06

Law Review Commentaries

1981 legislation: Real property. Charles A. Saunders, 44 Texas Bar J. 1203 (1981).
 Revision and codification of historic preservation statutes A. D. Moore, Jr., 37 Texas Bar J. 1171 (1974).
 Public historic preservation in Texas 49 Texas L Rev 267 (1971).

WESTLAW Electronic Research

See WESTLAW Electronic Research Guide following the Preface.

SUBCHAPTER A. COUNTY HISTORICAL COMMISSION

Library References

Health and Environment ¶25.5(8).
 C.J.S. Health and Environment §§ 61 et seq., 115 et seq.

**HISTORIC PRESERVATION
Ch. 318**

§ 318.001. Definition.

In this subchapter, Acts 1987, 70th Leg., ch.

This definition is a

§ 318.002. Establishment.

The commissioners of the county historical commission for the purpose of the preservation of the historic landmarks of the county. Acts 1987, 70th Leg., ch.

Prior Law:
Acts 1963, 58th Leg., p
Acts 1971, 62nd Leg., p

§ 318.003. Composition.

(a) The commissioners of the county historical commission shall be appointed by the county commissioners for a term of two years, beginning on the first day of January of odd-numbered years. Acts 1987, 70th Leg., ch.

Prior Law:
Acts 1963, 58th Leg., p
Acts 1971, 62nd Leg., p

§ 318.004. Appointment.

If the commissioner of the county historical commission is appointed in an odd-numbered year, the commissioner shall be appointed by the county commissioners after 30 days of public notice of their intention to do so. Acts 1987, 70th Leg., ch.

Prior Law:
Acts 1963, 58th Leg., p
Acts 1971, 62nd Leg., p

HISTORIC PRESERVATION
Ch. 318

§ 318.004

§ 318.001. Definition

In this subchapter, "commission" means the county historical commission.
Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

Revisor's Note

This definition is added as a drafting convenience.

§ 318.002. Establishment

The commissioners court of a county may appoint a county historical commission for the purpose of initiating and conducting programs suggested by the commissioners court and the Texas Historical Commission for the preservation of the historical heritage of the county.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

Historical Note

Prior Law: Acts 1975, 64th Leg., p. 114, ch. 52, § 1.
Acts 1963, 58th Leg., p. 433, ch. 152, § 1. Vernon's Ann.Civ.St. art. 6145.1(a).
Acts 1971, 62nd Leg., p. 1084, ch. 233, § 1.

§ 318.003. Composition; Term

(a) The commission must be composed of at least seven residents of the county.

(b) The members of the commission shall be appointed during the month of January of odd-numbered years and are appointed for a term of two years.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

Historical Note

Prior Law: Acts 1975, 64th Leg., p. 114, ch. 52, § 1.
Acts 1963, 58th Leg., p. 433, ch. 152, § 1. Vernon's Ann.Civ.St. art. 6145.1(a).
Acts 1971, 62nd Leg., p. 1084, ch. 233, § 1.

§ 318.004. Appointment by State

If the commissioners court fails to appoint a commission by April 1 of each odd-numbered year, the Texas Historical Commission may appoint the commission after 30 days' written notice to the commissioners court of its intention to do so.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

Historical Note

Prior Law: Acts 1975, 64th Leg., p. 114, ch. 52, § 1.
Acts 1963, 58th Leg., p. 433, ch. 152, § 1. Vernon's Ann.Civ.St. art. 6145.1(a).
Acts 1971, 62nd Leg., p. 1084, ch. 233, § 1.

§ 318.005

COUNTY PARKS & RECREATION
Title 10

§ 318.005. Meetings

The commission shall meet at least once each year at the county seat and may meet as often as the commission may determine under rules adopted by it for its own regulation.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

Revisor's Note

The source law refers to "rules and regulations." The reference to "regulations" is omitted from the revised law because under the definitions section of the Code Construction Act (Section 311.005, Government Code) a rule includes a regulation.

Historical Note

Prior Law:

Acts 1963, 58th Leg., p. 433, ch. 152, § 1.
Acts 1971, 62nd Leg., p. 1084, ch. 233, § 1.

Acts 1975, 64th Leg., p. 114, ch. 52, § 1.
Vernon's Ann.Civ.St. art. 6145.1(b).

§ 318.006. Continuing Survey; County Register

(a) The commission shall institute and carry out a continuing survey of the county to determine the existence of historical buildings and other historical sites, private collections of historical memorabilia, or other historical features within the county, and shall report the data collected to the commissioners court and the Texas Historical Commission.

(b) The commission shall compile the data in a county register of historical places and memorabilia.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

Historical Note

Prior Law:

Acts 1963, 58th Leg., p. 433, ch. 152, § 1.
Acts 1971, 62nd Leg., p. 1084, ch. 233, § 1.

Acts 1975, 64th Leg., p. 114, ch. 52, § 1.
Acts 1985, 69th Leg., ch. 561, § 1.
Vernon's Ann.Civ.St. art. 6145.1(c).

§ 318.007. Historical Trail

The commission, with the approval of the commissioners court, may designate as a historical trail any road or highway route that links historical sites in the county and may designate certain areas of the county as special areas of historical interest.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

Historical Note

Prior Law:

Acts 1963, 58th Leg., p. 433, ch. 152, § 1.
Acts 1971, 62nd Leg., p. 1084, ch. 233, § 1.

Acts 1975, 64th Leg., p. 114, ch. 52, § 1.
Acts 1985, 69th Leg., ch. 561, § 1.
Vernon's Ann.Civ.St. art. 6145.1(e).

HISTORIC PRESERVATION
Ch. 318

§ 318.008. Reports

(a) The commission's recommendations submitted to the Texas Historical Commission may make a recommendation that is not in the best interest of the state.

(b) The commission's recommendations submitted to the court and the Texas Historical Commission may make a recommendation that is not in the best interest of the state.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

Prior Law:

Acts 1963, 58th Leg., p. 433, ch. 152, § 1.
Acts 1971, 62nd Leg., p. 1084, ch. 233, § 1.

§ 318.009. Expenses

The commissioners court may pay the expenses of the commission.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

The revised law omits the section relating to car allowance for by Article 3912k (code).

Prior Law:

Acts 1963, 58th Leg., p. 433, ch. 152, § 1.
Acts 1971, 62nd Leg., p. 1084, ch. 233, § 1.

Travel expenses for certain court.

Travel 1

1. Travel
Under Vernon's Ann.Civ.St. art. 6145.1(c), which is repealed, now, this section) the commission may pay the expenses of the commission.

§ 318.010. Operation of

The commission may:

- (1) operate and manage the county parks and recreation system.

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§ 318.008. Reports and Recommendations

(a) The commission shall make an annual report of its activities and recommendations simultaneously to the commissioners court and to the Texas Historical Commission before the end of each calendar year. The commission may make as many other reports and recommendations as it sees fit.

(b) The commission shall make recommendations to the commissioners court and the Texas Historical Commission concerning the acquisition of property, real or personal, that is of historical significance.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

Historical Note

Prior Law: Acts 1975, 64th Leg., p. 114, ch. 52, § 1.
Acts 1963, 58th Leg., p. 433, ch. 152, § 1. Acts 1985, 69th Leg., ch. 561, § 1.
Acts 1971, 62nd Leg., p. 1084, ch. 233, § 1. Vernon's Ann.Civ.St. art. 6145.1(b), (e).

§ 318.009. Expenses

The commissioners court may pay the necessary expenses of the commission.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

Revisor's Note

The revised law omits part of Subsection (d), V.A.C.S. Article 6145.1, relating to car allowances and traveling expenses, because those are provided for by Article 3912k (codified as Subchapter B, Chapter 152, of this code).

Historical Note

Prior Law: Acts 1975, 64th Leg., p. 114, ch. 52, § 1.
Acts 1963, 58th Leg., p. 433, ch. 152, § 1. Vernon's Ann.Civ.St. art. 6145.1(d).
Acts 1971, 62nd Leg., p. 1084, ch. 233, § 1.

Cross References

Travel expenses for certain county agents and board members, see § 152.901.

Notes of Decisions

Travel 1 _____ court had implied authority to authorize travel expenses for the chairman of the county historical survey committee necessary to the performance of his duties in that capacity. Op. Atty.Gen.1970, No. M-680.

1. Travel
Under Vernon's Ann.Civ.St. art. 6145.1 (repealed; now, this section) the commissioners

§ 318.010. Operation of Museum

The commission may:

- (1) operate and manage any museum owned or leased by the county;

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Title 10

- (2) acquire artifacts and other museum paraphernalia in the name of the museum or the commission; and
- (3) supervise any employees hired by the commissioners court to operate the museum.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

Historical Note

Prior Law:

Acts 1963, 58th Leg., p. 433, ch. 152, § 1.
Acts 1971, 62nd Leg., p. 1084, ch. 233, § 1.

Acts 1975, 64th Leg., p. 114, ch. 52, § 1.
Vernon's Ann Civ.St. art. 6145.1(f).

§ 318.011. Markers; Collections; County History

The commissioners court may make agreements with governmental agencies or private organizations and may appropriate funds from the general fund of the county for the purpose of:

- (1) erecting historical markers, monuments, and medallions;
- (2) purchasing objects and collections of objects of any kind that are historically significant to the county; and
- (3) preparing, publishing, and disseminating, by sale or otherwise, a history of the county.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

Historical Note

Prior Law:

Acts 1963, 58th Leg., p. 433, ch. 152, § 1.
Acts 1971, 62nd Leg., p. 1084, ch. 233, § 1.

Acts 1975, 64th Leg., p. 114, ch. 52, § 1.
Acts 1985, 69th Leg., ch. 561, § 1.
Vernon's Ann Civ.St. art. 6145.1(g).

§ 318.012. Historic Site Tax Exemption

(a) The commissioners court may establish a program under which the commission:

- (1) receives and reviews applications that are filed with the county and that request a property tax exemption under Section 11.24, Tax Code; and
- (2) recommends to the commissioners court whether to grant the exemption and, if the grant of the exemption is recommended, how much of the property's assessed value should be exempt from taxation.

(b) The commission may examine the property that is granted the exemption on recommendation of the commission and recommend to the commissioners court whether the exemption should be withdrawn because of changed circumstances involving the property.

(c) A person is entitled to appear before the commissioners court and state any objections to a recommendation made by the commission under this section regarding property owned by the person.

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(d) The commission granted the exemption have to modernize the

Acts 1987, 70th Leg., ch.

Prior Law:

Acts 1985, 69th Leg., ch. 561, § 1.
Vernon's Ann.Civ.St. art.

§ 318.013. Contract

(a) The commission or other interested party management of any by the Texas Historical considered worthy of

(b) The contract must specify the duration

- (1) maintenance
- (2) providing public
- (3) restricting in

(4) promoting projects of the landm

(c) The contract for professional services or engineering services chartered in this state

(d) The contract by the commissioners court

Acts 1987, 70th Leg., ch.

Prior Law:

Acts 1981, 67th Leg., p. 1084, ch. 233, § 1.
Vernon's Ann.Civ.St. art.

[Sections

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(d) The commissioners court may require a person whose property is granted the exemption to notify the commission of any plans the person may have to modernize the property or change it in any other manner.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

Historical Note

Prior Law:

Acts 1985, 69th Leg., ch. 561, § 1.
Vernon's Ann.Civ.St. art. 6145.1(i).

§ 318.013. Contracts for Lease or Management of Landmarks

(a) The commissioners court may, on recommendation of the commission or other interested persons, contract with a private person for the lease or management of any county-owned real estate or structure that is designated by the Texas Historical Commission as a Recorded Texas Historic Landmark considered worthy of preservation because of its history, culture, or architecture.

(b) The contract must be drawn in consultation with the commission and must specify the duties of the contracting party, including duties as to:

- (1) maintenance and repairs;
- (2) providing public access;
- (3) restricting inappropriate commercial uses; and
- (4) promoting preservation of the historic, cultural, or architectural aspects of the landmark.

(c) The contract may be handled in the same manner as a contract for professional services rendered to a county, such as a contract for architectural or engineering services, if the contract is with a nonprofit organization chartered in this state.

(d) The contract may be for a period of years as determined by the commissioners court.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

Historical Note

Prior Law:

Acts 1981, 67th Leg., p. 910, ch. 326, § 1.
Vernon's Ann.Civ.St. art. 6145.1(h).

[Sections 318.014 to 318.020 reserved for expansion]

SUBCHAPTER B. SUPPORT OF PRIVATE ORGANIZATIONS

Library References

Health and Environment ←25.5(8).
C.J.S. Health and Environment §§ 61 et seq.,
115 et seq.

§ 318.021. Appropriations to Historical Foundations: Counties With
Population of 160,000 to 170,000

The commissioners court of a county with a population of 160,000 to 170,000 may appropriate money from the general fund of the county to a historical foundation or organization in the county for the purpose of purchasing, constructing, restoring, preserving, maintaining, or reconstructing historical landmarks, buildings, and furnishings that are of historical significance to the county. The foundation or organization must be incorporated under the law of this state as a nonprofit corporation.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

Revisor's Note

In stating a population figure, the source law describes the figure as being based on the federal census. The revised law omits the reference to the federal census because it is unnecessary. The definitions section of the Code Construction Act (Section 311 005, Government Code) defines "population" to mean population according to the most recent federal decennial census.

Historical Note

Prior Law: Acts 1971, 62nd Leg., p. 2374, ch. 735, § 1.
Acts 1967, 60th Leg., p. 1017, ch. 446. Acts 1981, 67th Leg., p. 570, ch. 237, § 41.
Acts 1971, 62nd Leg., p. 1820, ch. 542, § 18. Vernon's Ann.Civ.St. art. 2372r-1.

Cross References

Historical sites, museums and parks, acquisition and maintenance, see § 331.001 et seq.

CHAPTER 319.

Section
319.001. Annual Exhi
319.002. Museums, B
319.003. Cooperative
319.004. Contracts an
319.005. Revenue.

Agriculture ←5.
C.J.S. Agriculture §§ 13

See WESTLAW Electron

§ 319.001. Annua

The commissioner horticultural, agricul interest to the comm

Acts 1987, 70th Leg., ch

Prior Law:

Acts 1934, 43rd Leg., 41

Warrants 1

1. Warrants

Under Vernon's Ann Ci pealed, now, this section county to provide for ann ticultural and agricultural pressly conferring power t to pay for improvements purpose, county had "imp time warrants payable ov

§ 319.002. Museu

To aid in the exhibit sioners court of a cot other improvement in at which a fair or ex

Acts 1987, 70th Leg., ch

REQUIREMENTS AND LIMITATIONS

Art. 3, § 53

101 1418 PG 257

Historical Note

Adoption of this section in 1968 was proposed by S.J.R. No 37, Acts 1967, 60th Leg. p 2973

§ 52f. Private roads; construction and maintenance by counties of 5,000 or less

Sec. 52f. A county with a population of 5,000 or less, according to the most recent federal census, may construct and maintain private roads if it imposes a reasonable charge for the work. The Legislature by general law may limit this authority. Revenue received from private road work may be used only for the construction, including right-of-way acquisition, or maintenance of public roads.

Adopted Nov. 4, 1980.

Historical Note

Adoption of this section in 1980 was proposed by H.J.R. No 121, § 1, Acts 1979, 66th Leg. p 3231

§ 53. County or municipal authorities; extra compensation; unauthorized claims

Sec. 53. The Legislature shall have no power to grant, or to authorize any county or municipal authority to grant, any extra compensation, fee or allowance to a public officer, agent, servant or contractor, after service has been rendered, or a contract has been entered into, and performed in whole or in part; nor pay, nor authorize the payment of, any claim created against any county or municipality of the State, under any agreement or contract, made without authority of law.

INTERPRETIVE COMMENTARY

This section prohibits the legislature from authorizing any city or municipal corporation to grant extra compensation after service has been rendered, or a contract has been entered into or performed. Nor may the legislature pay or authorize payment of any claim against a city or municipality under a contract not authorized by law.

This section places similar restrictions on the legislature with respect to counties and municipal corporations as is placed by Section 44, Article III on the state as to state officers and contractors and state claims. It was included for the same purpose, i.e., to prevent the counties or municipalities from freely giving away the public moneys for services previously rendered or for which no valid legal authorization existed for which the public would receive no return.

Art. 3, § 53

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Library References

Officers and Public Employees §100(1).
C.J.S. Officers and Public Employees
§ 229 et seq

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1. Construction and application

Texas constitutional provisions manifesting intent to severely limit and circumscribe powers of Legislature to enact curative statutes, having been written into Constitution at end and because of era of spoliation and abuse of power were to be given full and vigorous support and application. *Hardin County v Trunkline Gas Co* (CA 1964) 330 F.2d 789, certiorari denied 85 S.Ct. 71, 379 U.S. 848, 13 L Ed 2d 51.

This section and § 52 of this Article illustrate the care with which the framers of the Constitution guarded the people against what experience had shown to be hurtful policies on the part of municipal governments. *Storrie v. Houston City St Ry Co.* (1898) 92 T. 129, 46 S W 796, 44 L R A. 716.

Independent school district was a "municipality," within provision of this section, precluding Legislature from paying, or authorizing "municipality" to pay, claims created against "municipality" under contract

made without authority of law. *Harlingen Independent School Dist. v. C.H. Page & Bro.* (Com App.1932) 48 S.W.2d 983.

The Housing Authorities Law, Vernon's Ann Civ St art. 1269k, authorizing the erection of public low rent housing projects, is not violative of this section and § 52 of this Article denying authority of the legislature to grant public money or things of value to individuals without constitutional authority. *Housing Authority of City of Dallas v. Higginbotham* (1940) 135 T. 158, 143 S W 2d 79, 130 A.L.R. 1053, answers to certified questions conformed to 143 S.W.2d 95.

Where deed by which city conveyed first tract to police officers association contained clause subjecting property to reversion if tract was not used for purposes of establishing recreational center for children, subsequent deed by which city conveyed another tract to association in exchange for the first tract and which did not contain a reverter clause, and ordinance authorizing subsequent conveyance without reverter clause, were without consideration, so were contrary to provisions of this section and §§ 51, 52, and 55 of this Article, Art 11, § 3, and Art. 16, § 6, and were void. *Pasadena Police Officers Ass'n v City of Pasadena* (Civ App 1973) 497 S W 2d 388, ref n r e.

Whether contract between plaintiff and county to employ plaintiff as project administrator for county coordinated community clinics was ratified by the Commissioner's Court, whether it was funded in compliance with Art. 11, § 7 and whether it sought to guarantee compensation for services not yet performed in contravention of Art 3, § 52, and this section were material issues of fact that precluded summary judgment in plaintiff's action against county and county officials for conspiracy to interfere with contractual relationship. *Kelly v Galveston County* (Civ.App 1975) 520 S W 2d 507.

2. Deferred compensation and benefit—
In general

This section forbids payment of extra compensation for past performance or add-

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ing of additional consideration already entered into, but payment of any sum based on employment or to make payment. *City of Orange* (App 1959) 325 S.W.2d 831.

The Sabine River Authority and authority to enter into compensation and pension agreements with executive employees, and pension, not payable out of public funds within the section or § 44, 51, or Op Atty.Gen 1971, No M

Upon the death of an employee, a court may award accrued vacation but not payment at death of other benefits previously earned or accrued. 1973, No H-51

3. — Back pay, deferred compensation and benefits

This section does not prohibit employees performing duties of the police department "to which they were paid" to which they were paid consisting of the amount what was paid and the amount by election pursuant to (1925) art 1583-2 (trans. Vernon's Ann Civ St. Wichita Falls v Cox S.W.2d 317, ref n r e.

Absent a policy grant part of the terms of employment of county commissioners could retroactively to provide back pay to reinstated temporarily suspended employee. *Op Atty Gen* 402

4. Extra compensation—
general

This section prohibits extra compensation to a contractor for his contract as a whole or in part. *Shelton* (1898) 18 Civ App 12

Where a contractor for a public building, performed additional work, under this section, to make an appropriate

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Note 4

ing of additional consideration to a contract already entered into, but does not apply to payment of any sum based upon a contract of employment or to method or time of payment. *City of Orange v Chance* (Civ App 1959) 325 S W 2d 838

The Sabine River Authority has the power and authority to enter into a deferred compensation and pension plan with its executive employees, and such deferred compensation, not payable out of state treasury funds, is not a gift, grant, or gratuity of public funds within the meaning of this section or § 44, 51, or 52 of this Article. *Op Atty Gen 1971, No M-836*

Upon the death of an employee, the commissioners court may authorize payments of accrued vacation time and for other earned compensation but may not authorize payment at death of other benefits not previously earned or accrued. *Op Atty Gen 1973, No H-51*

3. — Back pay, deferred compensation and benefits

This section does not inhibit the award to employees performing duties incident to the operation of the police department of "back pay" to which they were entitled but not paid consisting of the difference between what was paid and the minimum established by election pursuant to *Vernon's Ann.P.C (1925) art. 1583-2* (transferred, see, now, *Vernon's Ann Civ St. art. 1269q*) *City of Wichita Falls v Cox* (Civ App 1957) 300 S W 2d 317, ref n r e

Absent a policy granting such right as a part of the terms of employment, the county commissioners court is not authorized retroactively to provide for the payment of back pay to reinstated employees who were temporarily suspended as a result of criminal indictment. *Op Atty Gen 1974, No H-402*

4. Extra compensation for services—In general

This section prohibits county from giving extra compensation to public contractor after his contract has been performed in whole or in part. *Shelby County v Gibson* (1898) 18 Civ.App. 121, 44 S.W. 302.

Where a contractor, employed to erect a public building, performed extra work and furnished additional materials, the Legislature, under this section, is without authority to make an appropriation for the payment

of such work and services. *State v. Halderman* (Civ.App 1914) 163 S W 1020

An allowance to a county judge for ex officio services already performed, no salary having been previously provided, was not invalid under this section. Since, no salary having been previously provided for ex officio services, the compensation for which is to be provided for independently of other official acts for which fees are provided, it was not an "extra" allowance. *Dallas County v Lively* (1914) 106 T 364, 167 S W. 219, conformed to 167 S W 1107

Where the only services rendered by a county attorney in connection with certain bonds had been paid for, an order of the commissioners' court that he be paid a certain sum for services in connection with those bonds is contrary to this section. *Jones v Veltmann* (Civ App 1915) 171 S W. 287

A contract between county authorities and an attorney fixing the compensation of the attorney for services in procuring the consent of the government to aid in constructing a sea wall within the county and to procure rights of way and other necessary titles is not invalid as a grant of extra compensation contrary to this section, though part of the services had been rendered before the contract was signed, where total compensation was less than the reasonable fee for the services. *Galveston County v. Gresham* (Civ App 1920) 220 S W. 560

Constitution prohibited Legislature from passing law relating to compensation of tax collector after expiration of term of office. *Turner v. Barnes* (Civ App 1929) 19 S W 2d 325, affirmed (Com App) 27 S W 2d 532

Constitutional provision prohibiting extra compensation to contractors was inapplicable, where city proposed to reassess property to correct irregularities. *Payne v City of Perryton* (Civ App 1932) 48 S.W.2d 497.

Issuance by county commissioners' court of interest-bearing warrants payable out of current road and bridge funds to employees of county road and bridge department pursuant to contract of employment does not violate constitutional provisions prohibiting county from lending its credit and legislature from granting or authorizing any county to grant extra compensation after service has been rendered, since interest that may accumulate on warrants is part of compensation agreed upon in advance. *Foreman v.*

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Gooch (Civ.App 1945) 184 S.W.2d 481, ref. w.m

Where trial court rendered judgment for compensation for services rendered as justice of the peace in an amount representing the difference between what court found to be reasonable and amount tendered, pursuant to resolutions of county judge and county commissioners, and not accepted, the judgment was not an unconstitutional judgment for extra compensation after rendition of services by justice. *Anderson v Geraghty* (Civ App 1948) 212 S W 2d 972.

The commissioners' court is prohibited under this article from allowing compensation or fees in excess of the maximum. Op Atty Gen 1939, No 0-87

The commissioners' court did not have the legal right to allow payment of an additional \$75 per month to the county attorney's stenographer when the order of the court authorizing the payment of the additional sum out of fees of office was not obtained before the same was paid. Op Atty Gen 1939, No 0-1097

Commissioners' court is without authority to pay inspectors and employees of county engaged for and in behalf of public health work during time which employees are absent from county taking special training required by regulations of State Health Officer. Op Atty Gen 1940, No 0-1940

Navarro County was not liable for hospitalization and doctor bills of constable, who was injured while weighing trucks on state highway, and commissioners' court was without authority to expend county funds for payment of the bills, and such bills could not legally be considered as "expenses of office" and deducted as such by constable from his year's earnings. Op. Atty Gen 1940, No 0-2951

Harris County Navigation District can furnish hospitalization, drugs, medical attention, and like services to its employees only if such is furnished as a part of their earned compensation and board has made general provisions therefor fixing some reasonable maximum amount. Op Atty Gen 1941, No 0-4140

Navigation districts are without power to make workers' compensation or any other form of insurance agreements with their employees. Op Atty Gen 1943, No 0-5360

Statutes authorizing school officials to pay premiums on insurance policies with public money for the benefit of employees,

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are void because they would authorize the making of a grant of public money to individuals and associations of individuals and would authorize use of public school funds for a purpose other than the support of the public free schools. Op Atty Gen 1947, No V-147.

Commissioners' court of Bowie County does not have authority to pay hospital and doctor bills of a special highway patrolman who was injured while in course of his employment. Op Atty Gen 1947, No. V-164

5. — Pensions, extra compensation for services

Vernon's Ann Civ St. arts 6229 to 6243 (repealed) authorizing pensions to police and fire department employes was not violative of this section. *Byrd v City of Dallas* (1928) 118 T. 28, 6 S W.2d 738

Vernon's Ann Civ St. art 6243h, § 6, subd 8 (repealed, see, now, Vernon's Ann Civ St. Title 110B, § 63 101 et seq) which required payment of pension to former municipal employee who had not qualified for pension under prior statutes altered, without consent, the responsibility to pay pension benefits of two cities which had employed the employee and was invalid as to those cities since it established a different retirement plan in violation of requirement of § 51-f of this Article (repealed) that participation by cities in statewide retirement plan be voluntary. *Texas Municipal Retirement System v Roark* (Civ App 1966) 401 S W 2d 913, ref n r e

Pension paid to policemen on retirement is not in contravention of § 53 of this article state constitutional prohibition against grant of extra compensation to a public officer after service has been rendered or contract performed in whole or in part, where policemen become contractually entitled to participate in pension fund upon the terms of the statute when employed by the city. *Devon v City of San Antonio* (Civ. App 1969) 443 S W 2d 598, error refused.

6. — Sick benefits, extra compensation for services

Vernon's Ann Civ St. art. 1269m, § 26, respecting sick and injury leaves of absence of employees in classified service as construed to provide retroactive sick leave benefits for firemen and policemen, would be violative of this section respecting grants of extra compensation to public officers etc, since such benefits would have the effect of

REQUIRE

granting extra after the ser tin Fire & I (Civ App 194 part, reverse T 101, 228 S

Where an ordinance ar men and pol that fire or left classified an employee period not accumulate ment of a upon term constitute a ployee's over constitute ex tutional pro extra compe servant. Ci App 1959) 32

Provisions Civ St art. 1: accumulated pal classified part of con city and its mulated sick unconstitution sation after City of Gal 1976) 533 S W

Fact that f pension be benefits afte did not mean compensation City of Corp App 1976) 53

Retroactive of Vernon's amended in retired fire amount of t their accum than limit th days' sick le gation of co had entered payment of leave, and w "extra comp section Wa App 1977) 56

Neither 58 this section j

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Art. 3, § 53

Note 7

granting extra allowance to a public servant after the services had been rendered. *Austin Fire & Police Depts v City of Austin* (Civ App 1949) 224 S W 2d 337, affirmed in part, reversed in part on other grounds 149 T 101, 228 S W 2d 845

Where statute, which was adopted by city ordinance and made applicable to city firemen and policemen, provided that in event that fire or police department employees left classified service for any reason, such an employee should remain on payroll for period not exceeding 90 days or until his accumulated sick leave was used up, payment of unused accumulated sick leave upon termination of employment did not constitute a gratuity, but was part of employee's over-all compensation, and did not constitute extra compensation within constitutional provision prohibiting payment of extra compensation to a public agent or servant. *City of Orange v Chance* (Civ App 1959) 325 S W 2d 838

Provisions of § 26 of Vernon's Ann Civ St. art. 1269m, providing for payment of accumulated sick leave upon leaving municipal classified service, must be considered as part of contracts of employment between city and its firemen, thus payment of accumulated sick leave after retirement is not unconstitutional payment of extra compensation after service has been rendered. *City of Galveston v Landrum* (Civ App 1976) 533 S W 2d 394

Fact that fireman received workers' compensation benefits in addition to civil service benefits after he was injured in line of duty did not mean that he was receiving "extra compensation" in violation of this section. *City of Corpus Christi v Herschbach* (Civ App 1976) 536 S W 2d 653, ref. n.r.e.

Retroactive application of subsec 26(b)(a) of Vernon's Ann Civ St. art. 1269m, as amended in 1975, so as to require that retired firemen and policemen be paid full amount of their salary for full period of their accumulated unused sick leave rather than limit the payment to the salary for 90 days' sick leave, would have impaired obligation of contract, which firemen and city had entered into and which provided for payment of only 90 days' accumulated sick leave, and would have involved payment of "extra compensation" in violation of this section. *Ward v. City of San Antonio* (Civ. App. 1977) 560 S W.2d 163, ref. n.r.e.

Neither §§ 44, 51, 52 of this Article nor this section prohibits the state or a political

subdivision from establishing a plan or system for sick leave payments for its employees. *Op Atty Gen 1979, No H-1303.*

7. Increase of salary

School district's partial restoration of temporary emergency reductions in teachers' salaries was not violative of special act creating district nor this section. *Taxpayers' Ass'n of Harris County v Houston Independent School Dist.* (Civ App 1935) 81 S W 2d 815

The granting or approving by a commissioners' court of a salary increase to an assistant to a justice of the peace to operate retrospectively would be a violation of this section prohibiting the grant of extra compensation to any officer after performance of public service. *Pierson v Galveston County* (Civ App 1939) 131 S W 2d 27

Service, which qualifies member of police or fire department for a higher rate of pay may be service in fire or police department before or after effective date of statute, and such construction does not render statute invalid under Const. Art. 1, § 16, and §§ 44, 53 of this Article, as retroactive or as granting extra compensation after performance of services. *City of San Antonio v Baird* (Civ App 1948) 209 S W 2d 224, error refused

Issues as to whether retroactive pay increases for certain county officers were in violation of proscription of this section against extra compensation for past services and whether salary increase commissioners granted themselves at percentage rate greater than that granted other officials and at rate greater than that authorized by budget were in violation of Vernon's Ann. Civ St. art. 3883i, § 7 (repealed) were moot, as regards temporary injunctive relief, where relief was sought after all payments had been made under budget. *Fausett v. King* (Civ App. 1971) 470 S W 2d 770

Commissioners' court cannot be compelled to enter order raising salary of any county officer for past four years even though officers' salary could have been fixed by commissioners' court at the beginning of each of the four years at a higher figure. *Op Atty. Gen 1943, No 0-5104*

If Commissioners' Court of a fee county decides to increase salaries of certain public officers under provisions of Acts 1945, 49th Leg., ch. 179, p. 244, increase for year 1945 was required to be in proportion as balance of year related to total annual increase that

Art. 3, § 53**Note 7**

could be allowed Op Atty.Gen.1945, No. 0-6736

Independent school district may provide for salary increases for teachers and employees for current school year if it receives additional consideration, and it may also adopt policy to provide additional salary increases for subsequent years; however, the obligation arises only when the contracts are executed Op Atty.Gen 1979, No. MW-68

8. Deputies and clerks

Commissioners' court of Brazoria County may not appoint a deputy tax collector of county as tax evaluation expert, and it makes no difference if he is paid for such services or not. Op Atty Gen 1946, No 0-7123

The commissioners' court of Fayette County could not contribute county money for an assistant county agent whose assistance was limited to a particular fifty farmers and none others, but county could employ such assistant if he was to be engaged in conducting and carrying on agricultural work as county business and not for private purpose Op Atty Gen 1948, No V-542

9. Interest

Provision in scrip warrants for 4 per cent. interest without regard to any contract-with payees thereof was violative of prohibition of this section against extra compensation after service has been rendered and as beyond power of commissioners' court to insert such provision without consideration. Rains v Mercantile Nat Bank of Dallas (Civ App 1945) 188 S W 2d 798, affirmed 144 T 466, 191 S W 2d 850

A county has no authority to allow interest on registered warrants, drawn on its general fund in payment for services or merchandise, from date of approval of claims therefor by commissioners' court, in absence of specific contract to pay interest, especially as county claims are paid according to dates of warrants' registration, not dates of warrants Rains v Mercantile Nat Bank of Dallas (1946) 144 T. 466, 191 S W 2d 850.

A county has power to provide for payment of interest on county warrants for current operating expenses, where contract creating indebtedness so provides Id

Contracts between county and its officers for payment of interest on warrants issued

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to them are invalid, as their salaries are fixed by statute. Id.

When a county is operating on a cash basis, such county cannot legally pay interest on overdrafts and the commissioners' court is without authority to allow and pay interest on ordinary county warrants where scrip issued in payment of current expenses. Op Atty.Gen.1939, No 0-1149

10. Contracts without authority

Where bonds voted by water improvement district were neither exchanged for machinery purchased by district nor sold and proceeds used in purchasing machinery, voting of bonds including an item for "engine pumps, etc.," did not entitle seller to recover on note issued by district for purchase money, in absence of any election authorizing issuance of note Cameron County Water Imp Dist. No 8 v De La Vergne Engine Co (CCA 1938) 93 F2d 373

Where water improvement district had issued note for purchase price of machinery, contrary to constitutional and statutory provisions requiring taxpayers' approval, or sale or exchange of bonds, seller's complete performance of contract did not prevent district, in suit upon note, from setting up defense of want of power to enter into contract or illegality of its terms Id

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Where note issued by water improvement district for purchase of machinery was unenforceable because it was issued contrary to constitutional and statutory provisions requiring voters' approval or issuance of bonds, and machinery purchased had been tendered to seller, improvement district and indorser of note were entitled to decree directing cancellation of note and surrender of bonds of district pledged to secure indorsement. Id

Where county contracts were unenforceable because county not only did not have statutory powers to make them but was prohibited by statute from so contracting any validating statute was without authority in law and proscribed by Texas constitutional provisions precluding authorization of

REQUIRE

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It is unlav mission to bi contract, to ; neys or othe fending such cutions for (in either ther ity State ex App 1938) 110

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Art. 3, § 53

Note 7

could be allowed Op Atty Gen 1945, No. 0-6736

Independent school district may provide for salary increases for teachers and employees for current school year if it receives additional consideration, and it may also adopt policy to provide additional salary increases for subsequent years, however, the obligation arises only when the contracts are executed Op Atty Gen 1979, No MW-68

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Commissioners' court of Brazoria County may not appoint a deputy tax collector of county as tax evaluation expert, and it makes no difference if he is paid for such services or not Op Atty Gen 1946, No 0-7123

The commissioners' court of Fayette County could not contribute county money for an assistant county agent whose assistance was limited to a particular fifty farmers and none others, but county could employ such assistant if he was to be engaged in conducting and carrying on agricultural work as county business and not for private purpose Op Atty Gen 1948, No V-542

9. Interest

Provision in scrip warrants for 4 per cent. interest without regard to any contract with payees thereof was violative of prohibition of this section against extra compensation after service has been rendered and as beyond power of commissioners' court to insert such provision without consideration. Rains v Mercantile Nat. Bank of Dallas (Civ App 1945) 188 S W 2d 798, affirmed 144 T 466, 191 S W 2d 850

A county has no authority to allow interest on registered warrants, drawn on its general fund in payment for services or merchandise, from date of approval of claims therefor by commissioners' court, in absence of specific contract to pay interest, especially as county claims are paid according to dates of warrants' registration, not dates of warrants. Rains v Mercantile Nat. Bank of Dallas (1946) 144 T 466, 191 S W 2d 850

A county has power to provide for payment of interest on county warrants for current operating expenses, where contract creating indebtedness so provides Id.

Contracts between county and its officers for payment of interest on warrants issued

LEGISLATIVE DEPARTMENT

to them are invalid, as their salaries are fixed by statute Id

When a county is operating on a cash basis, such county cannot legally pay interest on overdrafts and the commissioners' court is without authority to allow and pay interest on ordinary county warrants where scrip issued in payment of current expenses Op Atty Gen 1939, No 0-1149

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REQUIREM

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REQUIREMENTS AND LIMITATIONS

Art. 3, § 53

Note 11

any claim created against any county under agreement made without authority of law and prohibiting Legislature from authorizing any county to grant public money or thing of value to any individual or corporation *Hardin County v. Trunkline Gas Co.* (C.A.1964) 330 F 2d 789, certiorari denied 85 S.Ct. 71, 379 U.S. 848, 13 L Ed 2d 51.

It is unlawful for members of city commission to bind the city by ordinance and contract, to pay out public funds to attorneys or others for services rendered in defending such commissioners against prosecutions for offenses charged against them in either their private or their official capacity. *State ex rel La Crosse v. Averill* (Civ App 1938) 110 S W 2d 1173

The county commissioners' court cannot bind county by order to pay claim not made charge against county or contract not within limits of its constitutional power, and its action in so doing has no conclusive or binding effect, but is void, as such want of authority is jurisdictional *Howard v Henderson County* (Civ App 1938) 116 S W 2d 479

Petition, in action in behalf of road district, to cancel county commissioners' court's illegal contract to pay to corporation out of district's interest and sinking fund a percentage of money received and bonds assumed as a result of services to be rendered by corporation in obtaining recognition of eligibility of district's bonded debt to participate in County and Road District Highway Fund and to recover money wrongfully paid under contract and enjoin further payment thereunder, stated a cause of action against corporation and county officers *J R Phillips Inv. Co v Road Dist. No 18 of Limestone County* (Civ App 1943) 172 S W 2d 707, error refused

Taxpaying citizens of road district were authorized to maintain for themselves and on behalf of the road district and taxpayers thereof a suit to cancel an illegal contract and order of the commissioners' court for payment of a fee to corporation out of district's interest and sinking fund, and to enjoin county officials from paying out any county or district funds under such contract and order *Id.*

The Borger independent school district was without authority of law to make any contract concerning expenditure of bond money until such money was available and such money could become available only by bonds being approved, registered, sold and

proceeds deposited in accordance with provisions of Vernon's Ann.Civ.St. art. 2786, as amended, and where such requirements were not met, contracts made by such district for purchase of land and employment of architects and engineers were ultra vires and without authority of law. *Op.Atty.Gen. 1945, No 0-6806.*

Where statutory requirements have not been met, the contracts made by district for the purchase of land and employment of architects and engineers were ultra vires and without authority of law. *Id.*

11. Release or compromise

Act relieving purchasers of school land from payment of sum over $\frac{1}{16}$ royalty and 10 cents per acre rental was unconstitutional as increasing state agent's compensation after contract has been entered into *Empire Gas & Fuel Co v State* (1932) 121 T. 138, 47 S W 2d 265

Prohibitions of this section and §§ 51, 55 of this Article, and Art. 7, §§ 12, 15, against legislative gift or relinquishment of state's rights did not apply to Vernon's Ann Civ St. art 5341b (repealed), relieving oil lessees from obligation to pay state annually \$2 per acre for use of university lands where lessees from whom payment was sought had not acquired leases until after enactment of the statute. *State v Tidewater Associated Oil Co* (Civ.App 1942) 159 S W 2d 192, error refused.

Statutes, construed to release and extinguish obligations and liabilities of permittees of the right to drill and explore for oil and gas on university lands to pay \$2 per acre cash price on issuance of a lease and \$2 per acre annual rental during life of lease which permittees agreed and bound themselves to make at time of applications for permit, were unconstitutional inasmuch as the state did not receive an adequate consideration in return for purported release *Op Atty Gen 1939, No 0-730*

Board of directors of the Agricultural and Mechanical College of Texas has the authority to compromise differences arising out of construction and interpretation of its contract with United States Government and to reach a final settlement which in its judgment will best protect interest of said college and state of Texas. *Op Atty Gen 1944, No 0-6270.*

Art. 3, § 53**Note 7**

could be allowed Op Atty Gen 1945, No. 0-6736

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LEGISLATIVE DEPARTMENT

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Art. 3, § 53
Note 12

LEGISLATIVE DEPARTMENT

REQUIREMENTS AND

12. Contributions

A county cannot contribute to the support and maintenance of the office of the Director of Civilian Defense of the county from its general fund or from its road and bridge fund nor can a county acting through its commissioners' court and its other officers contribute supplies, machinery, equipment or personnel for purpose of operating and maintaining the office. Op. Atty Gen 1942, No 0-4529

13. Funds

The commissioners' court is not authorized to allow road and bridge precincts in need of funds to operate pending the collection of current revenue to borrow funds from the road bond account to supplement their road and bridge fund account. Op Atty Gen 1939, No. 0-1397

14. Consolidation of school districts

Validity of the consolidation of various school districts considered Op Atty.Gen. 1940, No 0-2035.

15. Refunding bonds

HB No 164, 48th Leg., concerning refunding of bonds issued for school purposes was unconstitutional. Op Atty.Gen.1943, No 0-5213

16. Validation of road districts and bonds

Notwithstanding road district was organized under void statute, curative statutes validated organization of district, bonds and tax levies Henson v Commissioners' Court of Henderson County (Civ App 1933) 56 S W 2d 240

17. Personal injuries

Where the state owned and operated a railroad under Acts 1907, 30th Leg., ch. 74; Acts 1909, 31st Leg., 2nd C.S., ch 24; Acts 1913, 33rd Leg., ch. 139, and employed labor, the state occupies to such employes the relations of an ordinary employer, and, where an employe was injured through the negligence of agents having supervision and management of the road, the state is liable, though it cannot be sued without permission State v Elliott (Civ App 1919) 212 S W 695, error refused

18. Taxes

Vernon's Ann Civ St art. 7345d (repealed), vesting commissioners' courts with authority to reopen, correct and adjust assessments, current or delinquent, and to reassess property in cases where it was established that former assessments were inequitable, excessive, out of proportion to taxable value or were discriminatory or where value of property had since depreciated was unconstitutional and void under this section and § 52 of this Article and Art 8, § 10, insofar as it applied to valid assessments Bass v Aransas County Independent School Dist (Civ App 1965) 389 S W 2d 165, ref n.r e

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In seller's action on water improvement district's note given for purchase price of machinery, it was presumed that note, issued without taxpayers' approval, was made with full knowledge of constitutional and statutory limitations upon district's powers, and that no right of action could be maintained upon note Cameron County Water Imp. Dist. No 8 v. De La Vergne Engine Co (C C A.1938) 93 F 2d 373

§ 54. Liens on railroad; release, alienation or change

Sec. 54. The Legislature shall have no power to release or alienate any lien held by the State upon any railroad, or in any wise change the tenor or meaning, or pass any act explanatory thereof; but the same shall be enforced in accordance with the original terms upon which it was acquired.

INTERPRETIVE COMMENTARY

In 1856, the state embarked on a policy of lending the permanent school fund to the railroads. The law provided for a loan of \$6,000 per mile to be made on the completion of 25 miles and the grading of 25 miles additional, to be secured by first mortgage bonds of the railroad

The interest rate was and used to create a amended in 1858 to p actual operation provic the ties. Close to \$2,0

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670

LEGISLATIVE DEPARTMENT**17. Personal injuries**

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REQUIREMENTS

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UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 6-4-96 Dept 450/D. Clerk
 Employee Jeena Jensen
 Social Security No. _____ Emp. ID# _____

X	CHANGE(S)	FROM	TO
	Grade Step	6, 11	
	Rate	*1172.19/mo	
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

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

FILED
 REX A. SHAW
 COUNTY CLERK
 JUN 24 AM 10:46
 DEPUTY

Comments: 6 months introductory period / g. Dage position

Authorized by [Signature]
 Approved by _____ Date 6-13-96

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 6-17-96 Dept 612/Pet # 2
 Employee Jason Miner
 Social Security No. _____ Emp. ID# _____

X	CHANGES(S)	FROM	TO
	Grade Step	4, 3	
	Rate	\$4.25/HR	
	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

FILED
 REX A. SHAW
 COUNTY CLERK
 JUN 24 AM 10:46
 UPSHUR COUNTY, TX.

Comments: Summer help - Temporary employees

Authorized by: _____
 Approved by: Tommy Stals Date: 6-24-96

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 6-18-96 Dept. 612/Pct#2
 Employee Joby Reynolds
 Social Security No. _____ Emp ID# _____

46 PG 212 VO

X	CHANGES(S)	FROM	TO
	Grade Step	4, 3	
	Rate	\$4.25/HR	
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

<input checked="" type="checkbox"/>	Hired		Re-Hired
	Introductory Period Ended		Mert Increase
	Promotion		Transfer
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FILED
 REX A. SHAW
 COUNTY CLERK
 JUN 24 AM 10:46
 UPSHUR COUNTY, TX.

Comments: Summer help - temporary employee

Authorized by: _____
 Approved by Jomy Stal Date 6-24-96

VOL 410 PG 273

DEPUTATION

THE STATE OF TEXAS

County of Upshur } I, Horace A. Ray, District Clerk
 _____ of the County of Upshur and State of Texas, having
 full confidence in Teena Henson of said County and State, do hereby
 with the consent of the Honorable Commissioners' Court of Upshur County, nominate
 and appoint her, the said Teena Henson my true and
 lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the
 office of said District Clerk of said County and State, hereby
 ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 13th day of June 1996

Horace A. Ray

 of Upshur County, Texas.

THE STATE OF TEXAS

County of Upshur } BEFORE ME, Charles Still,
 _____ County Judge in and for Upshur County, Texas,
 on this day personally appeared Teena Henson

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

GIVEN under my hand and seal of office at Gilmer, Texas
 this 13th day of June 1996

Charles F. Still

 Upshur County Judge

FILED
 REK A. SHAW
 COUNTY CLERK
 JUN 24 AM 10:46
 UP SHUR COUNTY, TX.
 DEPUTY

OATH OF OFFICE

I, Teena Henson
 swear (or affirm) that I will faithfully execute the duties of the office of District Clerk

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

Subscribed and sworn to before me, this 13 day of June 1996

Teena Henson

Charles F. Still

 Upshur County Judge

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

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

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

GROUND HOG AND HARE

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

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

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

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

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

Fredley Tucker
First Party Signature

Chas. W. Hill
County Judge

P.O. BOX 1105, OMAHA, TX. 75571
Address
Tel. 409-903-884-3104 Date: 6-17-96

Yaddis Linder Commissioner 71
Tommy Stanley Commissioner 72
David Ryz Commissioner 73
Chas. D. [Signature] Commissioner 74

*(Good for 90 days from date requested)

Date _____
BY _____ DEPUTY
96 JUN 24 AM 10:46
UPSHUR COUNTY, TX.
FILED
REX A. SHAW
COUNTY CLERK

SPECIAL ROAD USE AGREEMENT CONTRACT

VOL 46 PG 275

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

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

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GOPHER

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

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

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

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

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

Bill Patterson
First Party Signature

RT. 7 BOX 24, GILMER, TEXAS 75644
Address

tel. No: 797-6474 Date: 6-20-96

Chas. Still
County Judge
Gaddis Lindsey
Commissioner 71
Tommy Stanley
Commissioner 72
David Reed
Commissioner 73
Chas. D. ...
Commissioner 74

*(Good for 90 days from date requested)

Date

FILED
REX A. SHAW
COUNTY CLERK
96 JUN 24 AM 10:46
UPSHUR COUNTY, TX.
DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned TUCKER BROS. TRUCKING, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 1, Upshur County, Texas, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 1, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

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

GARDINIA AND JONIQUIL

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

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

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

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

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

[Signature]
First Party Signature

P.O. BOX 1105, OMAHA, TEX. 755571
Address

Tel. No: 903-884-3104 Date: 6-20-96

[Signature]
County Judge

[Signature]
Commissioner 11

[Signature]
Commissioner 12

[Signature]
Commissioner 13

[Signature]
Commissioner 14

*(Good for 90 days from date requested)

Date

FILED
REX A. SHAW
COUNTY CLERK
96 JUN 24 AM 10:46
UPSHUR COUNTY, TX.
BY _____
DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned HEARTLINE FARM AND TIMBER, 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) _____

HOLLYHOCK 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.

Michael Hartline
First Party Signature
RT. 1 BOX 378, DODDRIDGE, ARK.71834
Address
Tel. No: 501-691-2820 Date: 6-11-96

Charles Bell County Judge
Gaddis Lindsey Commissioner #1
Tommy Starley Commissioner #2
David Rood Commissioner #3
Chas. T. D... Commissioner #4

*(Good for 90 days from date requested)

Date _____ BY _____
UPSHUR COUNTY, TX.
DEPUTY
96 JUN 24 AM 10:46
FILED
REX A. SHAW
COUNTY CLERK

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR §

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

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

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

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

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

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

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

Allen Henson
First Party Signature
RT. 5 BOX 51088 GILMER, TEXAS 75644
Address
Tel. No: 365-2725 Date: 6-11-96

Charles H. Pitt County Judge
Waddis Lindsey Commissioner #1
Tommy Stanley Commissioner #2
David Ford Commissioner #3
Ch. R. ... Commissioner #4

*(Good for 90 days from date requested)

Date _____

FILED
REX A. SHAW
COUNTY CLERK
96 JUN 24 AM 10:46
UPSHUR COUNTY, TX.
BY _____ DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned STEVE RALSTON, 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) _____

SCARLETT OAK, WHITE PINE AND LOCUST 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. 3, Upshur County.

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

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

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

Steve Ralston
First Party Signature

Charles Bell
County Judge

RT. 1 BOX 2800, BAGWELL, TX. 75412
Address

Madde Lindsey
Commissioner #1

Tel. No: 427-2308 Date: 6-12-96

Tommy Stanley
Commissioner #2

Steve Ralston

David Roy
Commissioner #3

Charles Bell
Commissioner #4

*(Good for 90 days from date requested)

Date

FILED
REX A. SHAW
COUNTY CLERK
96 JUN 24 AM 10:46
UPSHUR COUNTY, TX.
BY _____
DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned BATES ENTERPRISES, 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) _____

LIVE OAK RD. AND 1795

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

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

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

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

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

Jimmie Bates
First Party Signature

P.O. BOX 511, DAINGERFIELD, TX 75638

Address

Tel. No: 645-2650

Date: 6-10-96

Charles Hill
County Judge

Walter Lindsey
Commissioner #1

Tommy Stanley
Commissioner #2

David Reed
Commissioner #3

Chas K. P. Brown
Commissioner #4

*(Good for 90 days from date requested)

Date

BY _____
DEPUTY

UPSHUR COUNTY, TX.

96 JUN 24 AM 10:46

FILED
REX A. SHAW
COUNTY CLERK

SPECIAL ROAD USE AGREEMENT CONTRACT

VOL 46 PG 281

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned LASCO, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 1, Upshur County, Texas, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 1, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

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

BLUE BIRD

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

Address _____
Tel. No: 843-2457 Date: 6-12-96

[Signature]
County Judge

[Signature]
Commissioner #1

[Signature]
Commissioner #2

[Signature]
Commissioner #3

[Signature]
Commissioner #4

(Good for 90 days from date requested)

Date _____

FILED
REX A. SHAW
COUNTY CLERK
96 JUN 24 AM 10:46
UPSHUR COUNTY, TX.
BY _____
DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR §

The undersigned LUMMUS LUMBER CO., 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) _____

RED MAPLE 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. 3, Upshur County.

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

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

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

[Signature]
First Party Signature

RT. 1 BOX 231-B, BLOOMBURG, TX. 75556
Address

Tel. No: 501-691-2572 Date: 6-13-96

[Signature]
County Judge

[Signature]
Commissioner #1

[Signature]
Commissioner #2

[Signature]
Commissioner #3

[Signature]
Commissioner #4

*(Good for 90 days from date requested)

Date _____ BY _____ DEPUTY
96 JUN 24 AM 10:46
UPSHUR COUNTY, TX.
FILED
REX A. SHAW
COUNTY CLERK

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT #2

DATE 6-17-96

Formal notice is hereby given that JOHN GREEN whose principal address is RT. 6, GILMER, TX 75644 does hereby propose to place a CULVERT within the ROW of County Road DAFFODILL. The location and description of the proposed lines or appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the _____ day of _____, 19____.

I, _____, hereby attest that I have read the conditions set forth in this application and understand it's contents. NAME John A. Shaw TITLE _____

759-2345 APPROVAL OF PERMIT APPLICATION

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

FILED
REX A. SHAW
COUNTY CLERK
96 JUN 24 11 06 AM '96
UPSHUR COUNTY, TX.
DEPUTY

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

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

1. Barricades, warning signs, lights and flagmen when necessary shall be provided by the contractor or owner. One half of the traveled portion of the road must be open at all times.

2. All lines, where practicable, shall be located to cross roadbed at approximately right angles. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT #2

DATE 6-17-96

Formal notice is hereby given that JOHN GREEN whose principal address is RT. 6, GILMER, TEXAS 75644 does hereby propose to place a WATER LINE within the ROW of County Road DAFFODIL. The location and description of the proposed lines or appurtenences is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the _____ day of _____, 19____.

I, _____, hereby attest that I have read the conditions set forth in this application and understand it's contents. NAME John A. Shaw TITLE _____

759-2345

APPROVAL OF PERMIT APPLICATION

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

FILED
REX A. SHAW
COUNTY CLERK
96 JUN 24 AM 10 51
UPS HUR COUNTY, TX.
DEPUTY

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

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

1. Barricades, warning signs, lights and flagmen when necessary shall be provided by the contractor or owner. One half of the traveled portion of the road must be open at all times.

2. All lines, where practicable, shall be located to cross roadbed at approximately right angles. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT # 1

DATE 6-17-96

Formal notice is hereby given that CLINT FISHER whose principal address is RT. 2 BOX 144-B-2 GLADEWATER, TX 75647 hereby propose to place a CULVERT within the ROW of County Road NORTH WHITE OAK RD.. The location and description of the proposed lines or appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the _____ day of _____, 19____.

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

759-2340

APPROVAL OF PERMIT APPLICATION

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

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

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

1. Barricades, warning signs, lights and flagmen when necessary shall be provided by the contractor or owner. One half of the traveled portion of the road must be open at all times.
2. All lines, where practicable, shall be located to cross roadbed at approximately right angles. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.

VOL 46 PG 286

3. Parallel lines will be installed as near the right of way lines as possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the County Commissioners Court.

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

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

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

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

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

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

10. Where evidence is presented indicating the impracticability of boring or tunnelling, the Commissioners Court may grant permission to cut the surface no wider than 4 inches. In the event a cut is permitted the following conditions will govern: (a) Excavation areas are to be filled and packed with compatible material. (b) The surfacing will be replaced with equivalent quality surfacing.

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

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

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

APPROVED ON THIS _____ DAY OF _____

Charles F. Wiley
COUNTY JUDGE

Grady Lindsey
COMMISSIONER PCT. 1

Tommy Stanley
COMMISSIONER PCT. 2

David Roy
COMMISSIONER PCT. 3

Charles D. [Signature]
COMMISSIONER PCT. 4

FILED
REX A. SHAW
COUNTY CLERK
96 JUN 24 AM 10 46
UPSHUR COUNTY, TX.
BY [Signature] DEPUTY

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT #3

DATE 6-18-96

Formal notice is hereby given that JAMES THOMPSON whose principal address is RT. 3 BOX 407, GILMER, TX 75644 does hereby propose to place a CULVERT within the ROW of County Road RED OAK RD.. The location and description of the proposed lines or appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the _____ day of _____, 19____.

I, _____, hereby attest that I have read the conditions set forth in this application and understand it's contents. NAME James M. Thompson TITLE _____

734-5719 APPROVAL OF PERMIT APPLICATION

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

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

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

1. Barricades, warning signs, lights and flagmen when necessary shall be provided by the contractor or owner. One half of the traveled portion of the road must be open at all times.
2. All lines, where practicable, shall be located to cross roadbed at approximately right angles. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.

VOL 46 PG 288

3. Parallel lines will be installed as near the right of way lines as possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the County Commissioners Court.

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

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

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

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

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

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

10. Where evidence is presented indicating the impracticability of boring or tunnelling, the Commissioners Court may grant permission to cut the surface no wider than 4 inches. In the event a cut is permitted the following conditions will govern: (a) Excavation areas are to be filled and packed with compatible material. (b) The surfacing will be replaced with equivalent quality surfacing.

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

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

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

APPROVED ON THIS _____ DAY OF _____

Charles R. Pitt
COUNTY JUDGE

W. L. Lundy
COMMISSIONER PCT. 1

Tommy Stanley
COMMISSIONER PCT. 2

Daniel R. ...
COMMISSIONER PCT. 3

Ch. ...
COMMISSIONER PCT. 4 DEPUTY

FILED
REX A. SHAW
COUNTY CLERK
96 JUN 24 AM 10 46
UPSHUR COUNTY TX.

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT #2

DATE 6-19-96

Formal notice is hereby given that JAMES CAMPBELL whose principal address is RT. 2 BOX 548, ORE CITY, TX. 75683 does hereby propose to place a CULVERT within the ROW of County Road SIMLAX. The location and description of the proposed lines or appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the _____ day of _____, 19____.

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

968-6395

APPROVAL OF PERMIT APPLICATION

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

FILED
REX A. SHAW
COUNTY CLERK
96 JUN 24 10 51 AM '96
UPSHUR COUNTY, TX.
DEPUTY

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

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

1. Barricades, warning signs, lights and flagmen when necessary shall be provided by the contractor or owner. One half of the traveled portion of the road must be open at all times.
2. All lines, where practicable, shall be located to cross roadbed at approximately right angles. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT #1

DATE 6-20-96

Formal notice is hereby given that ARLAN WALL whose principal address is RT. 5 BOX 582, GILMER, TX 75644 does hereby propose to place a CULVERT within the ROW of County Road LILAC. The location and description of the proposed lines or appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the _____ day of _____, 19____.

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

797-6611

APPROVAL OF PERMIT APPLICATION

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

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

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

1. Barricades, warning signs, lights and flagmen when necessary shall be provided by the contractor or owner. One half of the traveled portion of the road must be open at all times.
2. All lines, where practicable, shall be located to cross roadbed at approximately right angles. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.

FILED
REX A. SHAW
COUNTY CLERK
96 JUN 24 AM 10:21
UPSHUR COUNTY, TX.
BY DEPUTY

APPLICATION FOR FILLING ABANDONED WELL

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

RE: ABANDONED WELL OWNED BY ROBERTE B. EDDIE
RT. 3 BOX 507, DIANA, TEXAS 75640
OWL ROAD.

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

RESPECTFULLY YOURS,

Robert B. Eddie

PRECINCT #2
DATE 6-20-96

APPROVED _____ REJECTED _____

Charles L. Still
CHARLES L. STILL, COUNTY JUDGE

Gaddis Lindsey
GADDIS LINDSEY, COMMISSIONER 1

Tommy Stanley
TOMMY STANLEY, COMMISSIONER 2

David Loyd
DAVID LOYD, COMMISSIONER 3

Charles K. Thompson
CHARLES K. THOMPSON, COMMISSIONER 4

FILED
REX A. SHAW
COUNTY CLERK
96 JUN 24 AM 10 47
UPSHUR COUNTY, TX.
BY _____
DEPUTY

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT # 3

DATE 6-10-96

Formal notice is hereby given that HERBERT OLIVE whose principal address is RT. 3 BOX 183-D GILMER, TX 75644 does hereby propose to place a CULVERT within the ROW of County Road ASPEN. The location and description of the proposed lines or appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the _____ day of _____, 19____.

I, _____, hereby attest that I have read the conditions set forth in this application and understand it's contents. NAME Herbert A. Olive TITLE _____

734-5824

APPROVAL OF PERMIT APPLICATION

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

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

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

1. Barricades, warning signs, lights and flagmen when necessary shall be provided by the contractor or owner. One half of the traveled portion of the road must be open at all times.
2. All lines, where practicable, shall be located to cross roadbed at approximately right angles. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.

FILED
REX A. SHAW
COUNTY CLERK
96 JUN 24 10:01 AM
UPSHUR COUNTY
BY _____

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned Weyerhaeuser, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 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) _____
1/2 mile on Carnation from HWY. 154

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.

Dreg Mayer
First Party Signature
HC74 Box 100
Street or Box
Wright City, Ok. 74766
City, State and Zip Code
405-981-1506
Telephone
Tommy Eathereton
Timber Tract
6-12-96
Date Signed

Ch
County Judge
Waddes Lindsey
Commissioner
Jimmey Stanley
Commissioner
David Ford
Commissioner
Chas. H. ...
Commissioner

Date Signed

Permit issued for a period not to exceed 90 days.

FILED
REX A. SHAW
COUNTY CLERK
96 JUN 24 AM 10:46
UPSHUR COUNTY, TX.
BY _____
DEPUTY

APPLICATION FOR FILLING ABANDONED WELL

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

RE: ABANDONED WELL OWNED BY JAMES L. WHITE
RT. 4 BOX 674, GILMER, TEXAS 75644

MIMOSA ROAD.

GENTLEMEN:

DUE TO HEALTH AS WELL AS SAFETY HAZARDS, WE REQUEST THAT AN
ABANDONED WELL BE FILLED AS SOON AS POSSIBLE.
725-6139

RESPECTFULLY YOURS,

James L. White

PRECINCT #4

DATE 6-24-96

APPROVED _____ REJECTED _____

Ch
CHARLES L. STILL, COUNTY JUDGE

Gaddis Lindsey
GADDIS LINDSEY, COMMISSIONER 1

Tommy Stanley
TOMMY STANLEY, COMMISSIONER 2

David Loyd
DAVID LOYD, COMMISSIONER 3

Charles K. Thompson
CHARLES K. THOMPSON, COMMISSIONER 4

FILED
REX A. SHAW
COUNTY CLERK
96 JUN 24 AM 10:48
UPSHUR COUNTY, TX.
BY _____ DEPUTY

BULFINCH CUSTODIAL SERVICE

Rt. 9, Box 675 • Gilmer, Texas 75644 • (903) 734-5938

UPSHUR COUNTY LIBRARY CONTRACT

FOR

JANTORIAL SERVICES

JUNE 12 1996 - SEPTEMBER 30 1996

WORK DAYS: WEDNESDAY AND SUNDAY

VACUUM AND SPOT CLEAN ALL CARPET AREAS.
DUST MOP AND WET MOP ALL FLOORS.
CLEAN, WASH WALL, AND DISINFECT ALL REST ROOMS.
CLEAN ALL ENTRY GLASS AND DOOR WAYS.
CLEAN AND DISINFECT DRINKING FOUNTAINS.
RESTOCK ALL PAPER AND SOAP DISPENSERS.
EMPTY ALL TRASH CANS, REPLACE LINERS AS NEEDED.

WEEKLY: CLEAN ALL WINDOW SILLS.
DUST ALL OFFICE FURNITURE, AS PERMITTED.
DUST ALL AREAS OR MORE OFTEN IF NEEDED.

BI-MONTHLY: CLEAN ALL WINDOW BLINDS AND COB WEBS.

MONTHLY: DUST ALL DOOR AND WALL LEDGES.
VACUUM ALL STUFF FURNITURE.

YEARLY: STRIP AND WAX FLOORS.
SHAMPOO ALL CARPET.

The terms of this Contract will run from June 12, 1996 to September 30, 1996, at that time if this Contract has not been renegotiated it will continue as is.

MONTHLY \$380.00 YEARLY \$4,560.00

Charles L. Still 6-12-96
CHARLES L STILL DATE
UPSHUR COUNTY JUDGE

Debra Bulfinch
DEBRA BULFINCH DATE
BULFINCH CUSTODIAL SERVICE

FILED
REX A. SHAW
COUNTY CLERK
96 JUN 24 AM 10:51
UPSHUR COUNTY, TEXAS
DEPUTY

VOL 46 PG 296



CHARLES L. STILL
COUNTY JUDGE

P O BOX 790
GILMER, TEXAS 75644

June 13, 1996

TO: UPSHUR COUNTY COMMISSIONERS
FROM: UPSHUR COUNTY JUDGE
SUBJECT: TxD.O.T. ALLOCATION OF MATERIALS IN LEIU OF DAMAGE
BY STATE TRUCK PERMITS

The State D.O.T. has allocated Upshur County 2000 yds of R.A.P. material to be used on our County Lateral Road System. This material is now available in a stockpile at the TxD.O.T. office and yard location on 271 North of Gilmer.

Your allocation will be determined by your County road mileage as follows:

- Pct. # 1--442 Yds
- Pct. # 2--555 Yds
- Pct. # 3--461 Yds
- Pct. # 4--541 Yds

Upshur County needs to pick up material within 30 days to clear our material from TxD.O.T. property and allow them to complete their accounting to the State of Texas.

Pct. # 1 is scheduled to pick up a portion of his allocation on S. H. 300 on 6-13-96.

Please contact Mr. Don Gage at 843-2527 for entry into the yard.

If any Precinct does not want their allocation of material, please notify the other Commissioners.

Charles L. Still
County Judge

FILED
 REX A. SHAW
 COUNTY CLERK
 96 JUN 24 AM 10:21
 UPSHUR COUNTY, TX.
 BY _____
 DEPUTY

Date: 6-24-96

COMMISSIONER COURT
ATTENDANCE SHEET

Name	City of Residence
Coyce Morrison	Gilmer
Karen Reese	Big Sandy, TX
James Richards	At 7 Gilmer
James McQuin	Big Sandy Vol Fire Dept
Robert Cox	" " " " "
Myra Harris	Gilmer
Bill Steyer	Big Sandy
Max Worlon	Missou
JOHN ROBINSON	DECATUR, IN
Dorina Robertson	Big Sandy, TX
Janey Pittman	GILMER TX
Buck Crow	GILMER
Lara Joice	BIG SANDY, TX
Connie Ellison	Big Sandy, TX
Robin Ham	Big Sandy, TX
Dara Sumas	Gilmer
Karen East	Gilmer
Kay Raeder	One City
Gary Burton, Burton & Elledge, Inc	Tyler, representing Big Sandy EDC
MAXEY SWANNER BSCDC	BIG SANDY

UPSHUR COUNTY

JURY SELECTION SYSTEM

14 JUN 1996

THE SOFTWARE GROUP, INC

GRAND JURY LIST 5/30/96
Check Register for 06/14/96

PAGE 1

Check Number	Title Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
6097-AP-VOID	Ms.			06/14/1996	\$0.00	Voided	115
6098-AP-VOID	Ms.			06/14/1996	\$0.00	Voided	115
6099-AP-VOID	Ms.			06/14/1996	\$0.00	Voided	115
56100-AP	Mr. THOMAS WAYNE ARNOLD	THOMAS WAYNE ARNOLD	157502	06/14/1996	\$10.00		115
56101-AP	Ms LYNDA CAROL CHILDRESS	LYNDA CAROL CHILDRESS	140801	06/14/1996	\$10.00		115
56102-AP	Mr KENT M ABERNATHY	KENT M ABERNATHY	154139	06/14/1996	\$10.00		115
56103-AP	Mr GEORGE FREDERICK MEISENHEIMER	GEORGE FREDERICK MEISENHEIMER	161000	06/14/1996	\$10.00		115
56104-AP	Mr. WILLIAM STENGER	WILLIAM STENGER	165849	06/14/1996	\$10.00		115
56105-AP	Ms LEOLA ELDER	LEOLA ELDER	966	06/14/1996	\$10.00		115
56106-AP	Ms. JANICE DUGGER	JANICE DUGGER	3380	06/14/1996	\$10.00		115
56107-AP	Ms. WINIFRED L JACKSON	WINIFRED L JACKSON	164400	06/14/1996	\$10.00		115
56108-AP	Mr ROBERT DILLIN GOODWIN	ROBERT DILLIN GOODWIN	148298	06/14/1996	\$10.00		115
56109-AP	Mr. HUEY C JONES	HUEY C JONES	12425	06/14/1996	\$10.00		115

Check Amounts

\$100.00

VOL 46 pg 298

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