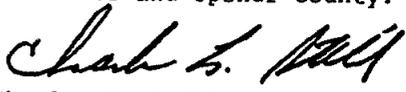


NOTICE OF MEETING
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
MONDAY JULY 22, 1996, 9:00 AM, SPECIAL SESSION
UPSHUR COUNTY COURTHOUSE, THIRD FLOOR

VOL 46 PG 363

AGENDA

1. Approve the minutes of the previous meeting.
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. Financial statement.
6. Consider bid tabled from 7-8-96 on struck off property.
7. Accept list of possible election judges from the Republican Party.
8. Continue evaluation of the problem of properties owned by the County being habitated without permission of the County.
9. Hear Robert Cromley with a 911 update.
10. Consider approval of a resolution for exempt license plates for the Sheriff's Office.
11. Consider giving authority for the Sheriff's Office to receive a Church Arson Prevention Grant.
12. Consider adopting a resolution concerning solid waste enforcement grant.
13. Hear Mary Ann Patterson regarding the Sesquecentennial/
14. Hear Richard Stolle for the Merchants Association.
15. Discuss letter from District Attorney Tim Cone concerning Mail Pros.
16. Discuss options of imposition of extra fees for vehicle registration.
17. Consider accepting a plat for recording for Oak Hill Estates and to start the 2 year period for the County to accept the roads.
18. Consider adopting a resolution of no objection to an exchange of land between Texas Department of Transportation and Douglas Nobles on TxDOT right of way on Hwy. 259.
19. Go into Executive Session as authorized by VTCA 5551.071-possible litigation.
20. Return to open session.
21. Accept for recording the completed contract between Pitae Boves and Upshur County.


Charles L. Still
Upshur County Judge

FILED
REX A. SHAW
COUNTY CLERK
96 JUL 18 PM 4:10
UPSHUR CO. TX
BY
CP PITY

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

ADDENDUM

1. Address any changes of polling places for the general election with Mike Smith.



Charles L. Still
County Judge

FILED
REX A. SHAW
COUNTY CLERK
96 JUL 19 AM 8:21
UPSHUR COUNTY, TX
BY _____
DEPUTY

UPSHUR COUNTY COMMISSIONER'S COURT
7-22-1996

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

1. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO APPROVE MINUTES OF PREVIOUS MEETING DATED 7-8-1996. MOTION CARRIED.
2. MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO APPROVE BUDGET AMENDMENTS. MOTION CARRIED. COPY OF BUDGET AMENDMENTS PRESENTED BY COUNTY AUDITOR ATTACHED.
3. MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO APPROVE PAYMENT OF BILLS NOW DUE, WITH EXCEPTION OF BILL SUBMITTED BY CLODDIE HENSON, CONSTABLE OF PRECINCT 4. MOTION CARRIED. COPY ATTACHED.
4. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO APPROVE PAYROLL CHANGES FOR THE FOLLOWING PEOPLE: JUDI MCBRIDE AND KEVIN LOYD, DUE TO NEW HIRE, ROBIN RODENBERG, D. MIKE LOYD, MURRAY JORDAN, GERALD JOHNSON AND DON RITTER ALL DUE TO LONGEVITY INCREASE. MOTION CARRIED. COPY OF ALL PAYROLL CHANGE REPORTS ATTACHED.
5. MOTION BY DAVID LOYD SECONDED BY TOMMY STANLEY TO APPROVE ACCEPTING FINANCIAL STATEMENT, FOR NINE MONTHS ENDING 6-30-1996, FROM COUNTY AUDITOR. MOTION CARRIED. COPY OF FINANCIAL STATEMENTS ON FILE IN COUNTY CLERK'S OFFICE.
6. MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO APPROVE TABLING BID PREVIOUSLY SUBMITTED FOR PROPERTY SOLD FOR TAXES. MOTION CARRIED. BID WILL BE CONSIDERED AGAIN 7-31-1996.
7. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO APPROVE ACCEPTING FOR RECORDING PURPOSES ONLY, A LIST OF POSSIBLE ELECTION JUDGES. MOTION CARRIED. COPY OF LIST ATTACHED.
8. MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO APPROVE TABLING ANY ACTION ON AGENDA ITEM CONCERNING PROPERTIES OWNED BY THE COUNTY BEING LIVED IN WITHOUT PERMISSION FROM COUNTY. (THIS ACTION TABLED UNTIL 7-31-1996.) MOTION CARRIED.
9. MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO APPROVE ACCEPTING REPORT FROM ROBERT CROMLEY CONCERNING PROGRESS OF UPSHUR COUNTY ADDRESSING AND MAPPING PROJECT. ALSO IN THIS MOTION IS TO REFER THIS MATTER TO DISTRICT ATTORNEY. MOTION CARRIED. COPY OF LETTER ROBERT CROMLEY, 911 COORDINATOR, ATTACHED.

10. MOTION BY DAVID LOYD SECONDED BY TOMMY STANLEY TO APPROVE RESOLUTION CONCERNING EXEMPT LICENSE PLATES IN THE SHERIFF'S OFFICE. MOTION CARRIED. COPY OF RESOLUTION ATTACHED.

11. MOTION BY KENNEY THOMPSON SECONDED BY TOMMY STANLEY TO APPROVE COUNTY JUDGE APPLYING FOR A CHURCH ARSON PREVENTION GRANT FOR SHERIFF'S OFFICE. MOTION CARRIED. COPY OF LETTER EXPLAINING GRANT ATTACHED.

12. MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO APPROVE ADOPTING RESOLUTION CONCERNING SOLID WASTE ENFORCEMENT GRANT. MOTION CARRIED. COPY OF RESOLUTION ATTACHED.

13. NO ACTION TAKEN ON AGENDA ITEM CONCERNING REQUEST FOR FINANCIAL AID FOR THE SESQUICENTENNIAL.

14. RICHARD STOLLE, REPRESENTATIVE FOR THE GILMER MERCHANTS ASSOCIATION MET WITH COURT TO DISCUSS THE POSSIBILITY OF COMMISSIONER'S COURT DESIGNATING AN OFF SQUARE PARKING FACILITY FOR COUNTY EMPLOYEES. NO FORMAL ACTION TAKEN.

16. MOTION BY KENNEY THOMPSON TO APPROVE IMPOSING AN AN ADDITIONAL \$5.00 REGISTRATION FEE FOR VEHICLES REGISTERED IN UPSHUR COUNTY FOR REGISTRATION YEAR OF 1997. AFTER DISCUSSION COMMISSIONER THOMPSON WITHDREW HIS MOTION.

17. MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO APPROVE FILING PLAT OF OAK HILL ESTATES. MOTION CARRIED. COPY OF PLAT ON FILE IN COUNTY CLERK'S OFFICE IN PLAT RECORDS VOLUME 5 PAGE 118.

18. MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO APPROVE ADOPTING RESOLUTION OF NO OBJECTION TO AN EXCHANGE OF LAND BETWEEN TEXAS DEPARTMENT OF TRANSPORTATION AND DOUGLAS NOBLES ON TEXAS DEPARTMENT OF TRANSPORTATION'S RIGHT OF WAY ON HIGHWAY 259. MOTION CARRIED. COPY ATTACHED.

21. MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO APPROVE RECORDING COMPLETED CONTRACT BETWEEN PITNEY BOWES AND UPSHUR COUNTY. MOTION CARRIED. COPY OF CONTRACT ATTACHED.

(ITEM NOT ON AGENDA) MOTION BY DAVID LOYD SECONDED BY KENNEY THOMPSON TO APPROVE THE FOLLOWING PERMIT APPLICATIONS, SPECIAL ROAD USE AGREEMENTS AND/OR APPLICATIONS FOR FILLING ABANDONED WELLS:

PERMIT APPLICATION SUBMITTED BY GOLDSTON OIL CO. TO BORE WITHIN ROW OF BLUEBIRD.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY LASCO TO HAUL LOGS ON STAG ROAD.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY E & S TIMBER TO HAUL

LOGS ON ORANGE AND LEMON ROADS.

PERMIT APPLICATION SUBMITTED BY ETEX TELEPHONE CORP. TO PLACE A CABLE IN ROW OF PEASANT TRAIL.

PERMIT APPLICATION SUBMITTED BY JAMES THOMAS TO PLACE A CULVERT IN ROW OF MAGNOLIA ROAD.

PERMIT APPLICATION SUBMITTED BY DIANA WATER SUPPLY TO PLACE A CULVERT IN ROW OF MYRTLE.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY LASCO TO HAUL LOGS ON BOB-O-LINK AND BLUEBIRD.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY BAYOU STATE TIMBER TO HAUL LOGS ON LAVENDER ROAD.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY TUCKER BROTHERS TO HAUL LOGS ON ALMOND.

PERMIT APPLICATION SUBMITTED BY GOLDSTON OIL CO. TO BORE IN ROW OF BLUEBIRD.

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

COMMISSIONER'S COURT CONVENED INTO EXECUTIVE SESSION AT 10:10.

COMMISSIONER'S COURT RECONVENED INTO SPECIAL SESSION AT 10:10. ALL MEMBERS PRESENT.

15. AGENDA ITEM IN REFERENCE TO LETTER FROM DISTRICT ATTORNEY TIM CONE CONCERNING MAIL PRO WAS CONSIDERED IN EXECUTIVE SESSION. MOTION BY TOMMY STANLEY SECONDED BY DAVID LOYD TO INSTRUCT DISTRICT ATTORNEY, TIM CONE TO TAKE APPROPRIATE ACTION TO FILE A CLAIM FOR BALANCE DUE FROM MAIL PRO. MOTION CARRIED.

JUDGE STILL WANTED STATED IN THE MINUTES ABOUT LAWSUIT PENDING, TITLED JAMES YORK BROWN, NAMING UPSHUR COUNTY AND OTHERS AS DEFENDANTS IN LEGAL MATTER. THIS LEGAL ACTION WILL BE REFERRED TO TEXAS ASSOCIATION OF COUNTY'S LEGAL REPRESENTATIVE FOR UPSHUR COUNTY.

ADDENDUM

1. MIKE SMITH MET WITH COURT TO REQUEST THE FOLLOWING ITEMS BE PLACED ON THE AGENDA FOR COMMISSIONER'S COURT MEETING OF 8-12-1996:
 - A. ANY CHANGES OF POLLING PLACES FOR THE GENERAL ELECTION.
 - B. SELECTION OF ELECTION JUDGES.

MOTION BY TOMMY STANLEY SECONDED BY DAVID LOYD TO ADJOURN.
MOTION CARRIED.

COPY OF ATTENDANCE SHEET PLACED INTO MINUTES FOR RECORDING
PURPOSES ONLY.

Chas. 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

FILED
REX A. SHAW
COURT REPORTER
96 JUL 31 AM 10:24
UPSHUR COUNTY, TX.
BY _____ DEPUTY

UPSHUR COUNTY
BUDGET AMENDMENTS

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

Charles Still
Charles Still, County Judge

Gaddis Lindsey
Gaddis Lindsey, Comm. Pct. 1

Tommy Stanley
Tommy Stanley, Comm. Pct. 2

David Loyd
David Loyd, Comm. Pct. 3

Kenny Thompson
Kenny Thompson, Comm. Pct. 4

FILED
REX A. SHAW
COUNTY CLERK
96 JUL 22 AM 11:11
UPSHUR COUNTY, TX.
BY _____
DEPUTY

BUDGET AMENDMENT

LINE ITEM TRANSFER:

DATE: _____

Honorable commissioners count of Upshur County:

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

From:	FUND	DEPT.	ACCOUNT	AMOUNT
	10	401	4502	143
To:	10	401	3095	143

REASON:

Department Head

Approved Commissioners Court

Attest County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

DATE: _____

Honorable commissioners count of Upshur County:

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

From:	FUND	DEPT.	ACCOUNT	AMOUNT
	10	403	3010	426
To:	10	403	4502	426

REASON:

Department Head

Approved Commissioners Court

Attest County Clerk

BUDGET AMEDEMMENT

LINE ITEM TRANSFER:

DATE: _____

Honorable commissioners count of Upshur County:

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

From:	FUND	DEPT.	ACCOUNT	AMOUNT
	10	409	3110	224
To:	10	409	3090	224

REASON:

Department Head

Approved Commissioners Court

Attest County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

DATE: _____

Honorable commissioners count of Upshur County:

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

From:	FUND	DEPT.	ACCOUNT	AMOUNT
	10	410	\$330	662
To:	10	410	5300	662

REASON:

Department Head

Approved Commissioners Court

Attest County Clerk

BUDGET AMEDEMMENT

LINE ITEM TRANSFER:

DATE: _____

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	4485	212
To:	10	435	2450	212 12
			3095	100
			4013	100

REASON:

Department Head

Approved Commissioners Court

Attest County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

DATE: _____

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	114
To:	10	450	4502	34
			2450	80

REASON:

Department Head

Approved Commissioners Court

Attest County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

DATE: _____

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	3030	130
To:	10	476	2450	27
			3010	103

REASON:

Department Head

Approved Commissioners Court

Attest County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

DATE: _____

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	4502	989
To:	10	510	3390	989

REASON:

Department Head

Approved Commissioners Court

Attest County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

DATE: _____

Honorable commissioners count of Upshur County:

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

From:	FUND	DEPT.	ACCOUNT	AMOUNT
	10	554	0140 4480	0140 32
To:	10	554	02 3110	32

REASON:

Department Head

Approved Commissioners Court

Attest County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

DATE: _____

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	5500	500
To:	10	560	4480	500

REASON:

Department Head

Approved Commissioners Court

Attest County Clerk

BUDGET AMEUREMENT

LINE ITEM TRANSFER:

DATE: _____

Honorable commissioners count of Upshur County:

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

From:	FUND	DEPT.	ACCOUNT	AMOUNT
	10	565	3096	400
To:	10	565	3010	300
			3115	100

REASON:

Department Head

Approved Commissioners Court

Attest County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

DATE: _____

Honorable commissioners count of Upshur County:

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

From:	FUND	DEPT.	ACCOUNT	AMOUNT
	10	575	5450	89
To:	10	575	2450	89

REASON:

Department Head

Approved Commissioners Court

Attest County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

DATE: _____

Honorable commissioners count of Upshur County:

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

From.	FUND	DEPT.	ACCOUNT	AMOUNT
	10	580	3380	12

To:	10	580	2450	12
-----	----	-----	------	----

REASON:

Department Head

Approved Commissioners Court

Attest County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

DATE: _____

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	4520	400
			4480	644
To:	15	611	3380	200
			3350	200
			5600	644

REASON:

Department Head

Approved Commissioners Court

Attest County Clerk

v 46 PG 384

BUDGET AMENDMENT

LINE ITEM TRANSFER:

DATE: _____

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	5600	2000
			5675	2000
			3300	2000
			3330	2156
<hr/>				
To:	16	612	1300	2000
			2450	156
			3220	100
			3340	5900
REASON:	<hr/>			
	from reserves \$100			12,000

Department Head

Approved Commissioners Court

Attest County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

DATE: _____

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	4480	336
To:	17	613	2450	136
			4495	200

REASON:

Department Head

Approved Commissioners Court

Attest County Clerk

V. 46 PG. 386

BUDGET AMENDMENT

LINE ITEM TRANSFER:

DATE: _____

Honorable commissioners count of Upshur County:

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

From:	FUND	DEPT.	ACCOUNT	AMOUNT
	1K	614	5675	6135
To:	18	614	3210	3000
			2450	135
			3430	3000

REASON:

Department Head

Approved Commissioners Court

Attest County Clerk

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

30 JUL 1996

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC.

Disbursements Made from 07/22/96 thru 07/30/96

PAGE 1

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
56812-AP	07/22/96	A & E MILL AND WELDING SUPPL	\$80 80	\$50 50	PCT#1-CUST#172980/CYLINDER RENTAL(4 ACEM; 6 OX275)
				\$20.20	PCT#2-CUST#173000/CYLINDER RENTAL(ACEI; 3 OX275)
				\$10.10	PCT#4-CUST#173125/CYLINDER RENTAL(ACEM, OX150)
56813-AP	07/22/96	ABC AUTO PARTS	\$8 60	\$8 60	PCT#4-METRIC BOLTS
56814-AP	07/22/96	ACCU CHEM LABORATORIES	\$132 00	\$132 00	CCP-PROFILES/JUNE 26-JULY 2'96
56815-AP	07/22/96	ALBRIGHT'S GARAGE	\$197 67	\$197 67	DA-MELISSA BROWN/HOT CHECK RESTITUTION
56816-AP	07/22/96	ALBRIGHTS GARAGE	\$45 00	\$45 00	PCT#4-MUFFLER, PIPE & HANGER FOR TRACTOR
56817-AP	07/22/96	ARAMARK UNIFORM SERVICES, IN	\$1,091 40	\$49 15	PCT#4-CUST#6058001/UNIFORM SERVICE
				\$18 95	CO BLDGS-CUST#12829001/UNIFORM SERVICE
				\$50 85	PCT#1-CUST#5945001/UNIFORM SERVICE
				\$47 60	PCT#2-CUST#5935001/UNIFORM SERVICE
				\$35 50	PCT#3-CUST#5963001/UNIFORM SERVICE
				\$49 15	PCT#4-CUST#6058001/UNIFORM SERVICE
				\$18 95	CO BLDGS-CUST#12829001/UNIFORM SERVICE
				\$50 85	PCT#1-CUST#5945001/UNIFORM SERVICE
				\$46 65	PCT#2-CUST#5935001/UNIFORM SERVICE
				\$35 50	PCT#3-CUST#5963001/UNIFORM SERVICE
				\$49 15	PCT#4-CUST#6058001/UNIFORM SERVICE
				\$18 95	CO BLDGS-CUST#12829001/UNIFORM SERVICE
				\$55 35	PCT#1-CUST#5945001/UNIFORM SERVICE
				\$59 25	PCT#2-CUST#5935001/UNIFORM SERVICE
				\$70 00	PCT#3-CUST#5963001/UNIFORM SERVICE
				\$49 15	PCT#4-CUST#6058001/UNIFORM SERVICE
				\$18 95	CO BLDGS-CUST#12829001/UNIFORM SERVICE
				\$68 10	PCT#1-CUST#5945001/UNIFORM SERVICE
				\$60 20	PCT#2-CUST#5935001/UNIFORM SERVICE
				\$35 50	PCT#3-CUST#5963001/UNIFORM SERVICE
				\$49 15	PCT#4-CUST#6058001/UNIFORM SERVICE
				\$18 95	CO BLDGS-CUST#12829001/UNIFORM SERVICE
				\$53 40	PCT#1-CUST#5945001/UNIFORM SERVICE
				\$46 65	PCT#2-CUST#5935001/UNIFORM SERVICE
				\$35 50	PCT#3-CUST#5963001/UNIFORM SERVICE
56818-AP	07/22/96	ARKLA GAS	\$415 91	\$255 77	J CTR-ACCT#0721336289005/GAS-06/03/96-07/03/96
				\$20 22	CO LIB-ACCT#0821335367008/6/00/96 BILLING
				\$16 93	CO LIB-ACCT#0821335368006/GAS-06/05/96-07/08/96
				\$33 36	COURT
					HOUSE-ACCT#0821334321006/GAS-06/05/96-07/05/96
				\$16 38	ROCK BLDG-ACCT#0821334069001/GAS-06/05/96-07/05/96

WHL
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Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made From 07/22/96 thru 07/30/96

PAGE 2

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
				\$44 32	BANK ANNEX-ACCT#09-213-36-0030-1-4/GAS 06/05/96-07/08/96
				\$17 48	PORTER BLDG-ACCT#09-213-36-0070-0-7/GAS 06/05/96-07/08/96
				\$11 45	PCT#3-ACCT#09-213-34-2610-0-2/GAS 06/07/96-07/09/96
56819-AP	07/22/96	AW'S COUNTRY STORE	\$361 02	\$3 83	PCT#1-GLOVES
				\$30 00	PCT#1GASOLINE
				\$50 98	PCT#1-GASOLINE
				\$20 00	PCT#1-GAS/STOP LEAK
				\$34 41	PCT#1-GASOLINE
				\$32 00	PCT#1-GASOLINE
				\$35 34	PCT#1-GASOLINE
				\$20 99	PCT#1-GASOLINE
				\$114 00	PCT#1-DIESEL
				\$19 47	PCT#1-GLOVES
56820-AP	07/22/96	BAKER'S CLEANERS	\$8 00	\$8 00	CO S-4 PATCHES
56821-AP	07/22/96	BARRY WALLACE, ATTY	\$250 00	\$250 00	D. CT-CAUSE#J-15-96/C. M.
56822-AP	07/22/96	BAXTER SALES CO, INC.	\$181 20	\$47 20	CO JAIL-CUST#01-0008880/CASTERS FOR MOP BUCKET (8)
				\$134 00	CO JAIL-CUST#01-0008880/DETERGENT
56823-AP	07/22/96	BENNETT EQUIPMENT COMPANY	\$1,753.45	\$138 54	PCT#1-PIN KIT FOR BOOMAX
				\$1,453 27	PCT#1-ACCT#UC0001/SPRINGS; PLUG; EDGE; CYL/A; PUM P
				\$161 64	PCT#2-BLADE SET; BOLTS; NUTS; WASHERS
56824-AP	07/22/96	BISHOP & BISHOP, P. C.	\$250 00	\$250 00	D. CT-CAUSE#11, 357/ROBERT BULLARD ORR
56825-AP	07/22/96	BISHOP & BISHOP, P. C.	\$250 00	\$250 00	D. CT-CAUSE#J-15-96/C. M.
56826-AP	07/22/96	BLAZER RESOURCES, INC	\$35,200 00	\$8,800 00	PCT#3-CUST#2611/ROAD OIL-400 BBLS @ \$22.00
				\$3,300 00	PCT#1-CUST#2611/ROAD OIL-150 BBLS @ \$22.00
				\$8,800 00	PCT#2-CUST#2611/ROAD OIL-400 BBLS @ \$22.00
				\$5,940 00	PCT#1-CUST#2611/ROAD OIL-270 BBLS @ \$22.00
				\$5,940 00	PCT#3-CUST#2611/ROAD OIL(170 BBLS @ \$22.00)
				\$2,420 00	PCT#2-CUST#2611/ROAD OIL(110 BBLS @ \$22.00)
56827-AP	07/22/96	BOB BARKER CO, INC	\$53 01	\$53 01	CO JAIL-CUST#UPSTXO/QUICK SHAVE
56828-AP	07/22/96	BRODART CO	\$477.72	\$477 72	CO LIB-45 BOOKS
56829-AP	07/22/96	BROOKSHIRES	\$325 00	\$325 00	DA-WANDA KNIGHT/HOT CK RESTITUTION
56830-AP	07/22/96	BUENA VISTA HOME FOR BOYS	\$1,375 00	\$1,375 00	ISP-JUNE '96 PLACEMENT COST, BUS FARE

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

30 JUL 1996

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 07/22/96 thru 07/30/96

PAGE 3

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
56831-AP	07/22/96	CARRUTH IRRIGATION & LANDSCA	\$1,411.00	\$38.00	J CTR-2 SPRINKLERS
				\$1,373.00	J CTR-LANDSCAPING
56832-AP	07/22/96	CASA OF UPSHUR COUNTY	\$2,500.00	\$2,500.00	CASA-3RD GTR BUDGET ALLOCATION/95-96
56833-AP	07/22/96	CHAMBERLAIN'S HOME CENTER	\$148.52	\$99.00	CO BLDGS-CUST#205/BULBS
				\$14.12	CO BLDGS-CUST#205/LIGHTS
				\$35.40	CO BLDGS-CUST#205/LIGHTS
56834-AP	07/22/96	CHEROKEE COUNTY	\$904.00	\$268.00	CO CT-CAUSE#MI#18, 510/THERESA
				\$368.00	MCCLLELLAND(COMMITMENT-RUSK STATE HOSPITAL CO CT-CAUSE#MI#18, 518/RUBY ANN CHRASTINA RUSK STATE HOSPITAL COMMITMENT & PSYCHOACTIVE MEDICATION
				\$268.00	CO CT-CAUSE#MI#18, 584/MICHAEL D BROWN TO RUSK STATE HOSPITAL
56835-AP	07/22/96	CHEVRON U S A INC.	\$102.62	\$102.62	SUP&CCP-ACCT#7898789859/JUNE 27'96 BILLING
56836-AP	07/22/96	CLIFF'S FOOD MARKET	\$115.53	\$5.08	PCT#1-GASOLINE
				\$36.41	PCT#1-DIESEL
				\$40.00	PCT#1-DIESEL
				\$7.57	PCT#1-GASOLINE
				\$26.47	PCT#1-GASOLINE
56837-AP	07/22/96	COMMUNITY REHABILITATION	\$440.00	\$440.00	CCP-JUNE'96 BILLING
56838-AP	07/22/96	COMPLETE BUSINESS	\$97.12	\$65.12	CO CLK-CUST#LN0461/RICOH F5540(COPY COUNT, 4824 COPIES 05/01/96-06/01/96)
				\$32.00	AD. PROB-CUST#LN0461/FAX INK, RICOH TONER
56839-AP	07/22/96	CORRECTIONAL SECURITY SERVIC	\$230.00	\$230.00	CCP-JUNE'96 BILLING; S GROSS&T. J POUNDS
56840-AP	07/22/96	D & W PRINTING COMPANY	\$330.40	\$330.40	SUP-(1000)MANILA FOLDERS&LEDGER CARDS
56841-AP	07/22/96	DEAN'S LAWMOWER &	\$137.39	\$40.95	CO BLDGS-MOWER PARTS
				\$41.45	CO BLDGS-LAWMOWER PARTS, LABOR
				\$54.99	CCP-REPAIR MOWER
56842-AP	07/22/96	DEANNA DRENNAN	\$1,078.00	\$1,078.00	D CT-CAUSE#11,604/STATEMENT OF FACTS MAY 6 & 7/96
56843-AP	07/22/96	DIAMOND SHAMROCK	\$38.51	\$38.51	CO S-ACCT#770 057 75/GASOLINE
56844-AP	07/22/96	DR. GEORGE A FULLER III	\$85.00	\$85.00	CO S-ASHLEY M YATES/PHYSICIAN SERVICES 9/18/95
56845-AP	07/22/96	DR. TAYLOR	\$50.00	\$50.00	DA-CHAD WADE/HOT CHECK RESTITUTION
56846-AP	07/22/96	EAST TEXAS MACHINERY	\$243.74	\$121.87	PCT#2-ACCT#10000653/BACKHOE PART

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				\$121 87	PCT#3-CUST#10000656/BACKHDE PART
56847-AP	07/22/96	EAST TEXAS MACHINERY, INC.	\$107.99	\$63.66 \$44.33	PCT#1-TEETH(6) PCT#1-ACCT#10000654/FILLER CAP; SWITCH
56848-AP	07/22/96	EASTEX TRUCK PARTS, INC	\$400 00	\$400 00	PCT#1-USED TRANSMISSION FOR OIL TRUCK
56849-AP	07/22/96	ECONOMIC DEVELOPMENT BOARD	\$4,750 00	\$4,750 00	ECON DEV-4TH QTR FUNDING '95-96 BUDGET
56850-AP	07/22/96	ECONOMY AUTO SUPPLY, INC	\$155.43	\$38 94 \$5 06 \$10 35 \$99 98 \$16 10 \$15 00CR	PCT#4-COUPLER; INFLATION GAUGE; CAP SCREWS; NUTS, LOCK WASHERS, FLAT WASHERS; TAPE PCT#4-NUTS, SCREWS & WASHERS PCT#4-FUEL FILTER, AIR FILTER; HAND CLEANER PCT#3-ALTERNATOR, STARTER PCT#4-BELTS(2) PCT#3-CORE RETURN
56851-AP	07/22/96	EVERETT'S GRINDING SERVICE	\$56 00	\$56 00	PCT#4-SHARPEN BLADES
56852-AP	07/22/96	EXPRESS LUBE DBA	\$134 70	\$18 95 \$10 50 \$18 95 \$10 50 \$18 95 \$18 95 \$18 95 \$18 95	CO S-UNIT#23/OIL; FILTER; LABOR CO S-UNIT#1/INSPECTION STICKER CO S-UNIT#17/OIL; FILTER; LABOR CO S-UNIT#4/INSPECTION STICKER CO S-UNIT#8/OIL; FILTER; LABOR CO S-UNIT#6/OIL; FILTER; LABOR CO S-UNIT#7/OIL; FILTER; LABOR CO S-UNIT#21/OIL; FILTER; LABOR
56853-AP	07/22/96	FANNIN FARM EQUIPMENT	\$87 50	\$9 00 \$46.50 \$32 00	PCT#3-OXYGEN PCT#3-APRIL, MAY & JUNE CYLINDER RENTAL PCT#1-JUNE CYLINDER RENTAL
56854-AP	07/22/96	FINA SHORT STOP	\$85 00	\$85 00	DA-WANDA KNIGHT/HOT CK RESTITUTION
56855-AP	07/22/96	FLOWERS THRIFT STORE	\$78 00	\$78 00	CO JAIL-(200)LOAVES OF BREAD
56856-AP	07/22/96	GA-CUSTOMER SUPPORT CENTER	\$12,809 52	\$12,809 52	COMPUTER-CUST#20001129/MAINT CONTRACT 8/8796-877797
56857-AP	07/22/96	GALL'S INC	\$238 85	\$238 85	DPS-TACTICAL THIGH HOLSTER; NYLOCK DOUBLE HANDCUFF CASE; NYLOK BELT KEEPERS (4 PK); NYLOK DOUBLE MAG HOLDER, NYLOK MKIII MACE CASE; SHIPPING & HANDLING
56858-AP	07/22/96	GCR LONGVIEW TRUCK TIRE CENT	\$1,904 53	\$1,569 16 \$335 37	PCT#3-CUST#148700/SERVICE CALL; TIRES; MT; DISHT ON ROAD GRADER PCT#3-CUST#148700/SERVICE CALL; MT DISHT; VALVE FOR BACKHOE
56859-AP	07/22/96	GENERAL TELEPHONE COMPANY	\$49 21	\$49 21	SUP-WIFD-3613/JUNE 25'96 BILLING

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56860-AP	07/22/96	GILMER DRUG COMPANY	\$206 95	\$41 39	CD. JAIL-JOHN BUCHANAN, RONNIE PARKER/PRESCRIPTIONS
				\$5.37	CD. CO JAIL-FINGER COT, TAPE
				\$60.42	CD JAIL-RONNIE PARKER/PRESCRIPTION
				\$60.92	CD JAIL-WILLIAM GRIFFIN/3 PRESCRIPTIONS
				\$33.12	CD JAIL-CARLOS BROOKS/2 PRESCRIPTIONS
				\$5.73	CD. JAIL-3 CALAMINE LOTION
56861-AP	07/22/96	GILMER LUMBER COMPANY INC	\$158 55	\$10.67	PCT#1-CUST#0021020/PLYBOARD
				\$5.97	JUV PROB-CUST#0021020/SPRAY PAINT
				\$139.11	JUV. PROB-CUST#0021020/BOW SAW, BLADE, YO YO, SPRAY
				\$2.80	CO. BLDGS-CUST#0021020/SAKRETE
56862-AP	07/22/96	GILMER OFFICE CENTER	\$543 54	\$17.62	DA-STAPLE REMOVER, GUIDE SET, RING BINDER
				\$229.00	CD. JAIL-10 CASES COMP PAPER
				\$229.00	CD JAIL-9 1/2 X 11 COMPUTER PAPER
				\$4.21	D CLK-WASTE BASKET
				\$11.90	CD EXT-BINDERS & INDEXES
				\$6.75	I. C. -TACKY FINGER
				\$39.90	CO. TREAS-LASER PRINTER LABELS
				\$5.16	CO AUD-PENS & PENCILS
56863-AP	07/22/96	GILMER PRIMARY CARE-RHC	\$46 00	\$23 00	AD PROB-DANIEL HARRIS/TB TEST & PHYSICAL
				\$23.00	CCP-PHYSICAL/M SWAIN 6/25/96
56864-AP	07/22/96	H&D TIRE & AUTOMOTIVE	\$2,790 21	\$2.10	CO BLDG-KEYS
				\$8.31	PCT#1-BOLTS & PIECE OF STEEL
				\$61.44	PCT#3-STARTER, CORE CHARGE, BOLTS, SOCKET DRIVES (2)
				\$133.96	PCT#4-HYDRAULIC OIL, HYDRAULIC FITTINGS (13), LABOR, CABLE TIES, GLOVES
				\$33.50	PCT#1-TUBE
				\$37.22	PCT#3-WHEEL HARDWARE (11); BATTERY TERMINAL; BELTS; BLADE
				\$73.60	PCT#3-CHAIN, GRAB HOOKS
				\$0.49	JUV. PROB-QUIET SWITCH
				\$199.59	PCT#1-FLASHERS (7); ELECTRONIC FLASHER, SHOCKS
				\$2.66	CO BLDG-SPARK PLUGS
				\$37.84	PCT#3-AIR FILTER, FUNGISIDE
				\$4.42	PCT#1-BOLTS, "1" BOLTS, TARP STRAPS
				\$332.08	PCT#1-TIRES; RECYCLE FEE
				\$77.89	PCT#3-FILTERS
				\$59.00	PCT#2-TUBES
				\$34.26	PCT#1-HOSE (7 FT), FITTINGS (3)
				\$6.00	PCT#3-RADIATOR SEALER
				\$18.10	PCT#3-FILTERS
				\$7.20	PCT#2-STARTER DRIVE

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1					
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6				\$18 99	PCT#3-GALVANIZED NIPPLE; SPRAY PUMP; JOINT PASTE
7				\$20.73	PCT#1-BRAKE FLUID; HAND CLEANER
8				\$14.75	PCT#1-LETTERS - 3 IN D; BOLTS; SOLVS-IT
9				\$11.50	PCT#3-RODS, BOLBS
10				\$15 30	PCT#1-FUSES, BUSHING; ELECTRICAL TAPE
11				\$14 60	PCT#3-FILTER, BLOW GUN; PLUG
12				\$1.58	CO.SHERIFF-KEYS
13				\$17 22	PCT#1-BRAKE FLUID; BROOMS
14				\$25.42	CO BLDG-SLICK 50, OIL, FILTER
15				\$29 25	PCT#1-GAS CAP; GRINDING DISC
16				\$47 14	PCT#3-AIR HOSE, WISK BROOMS, COUPLER; PLUGS (2); CHUCK, MUD FLAP
17				\$4 30	CO BLDG-SAND
18				\$4 39	CT HSE-GROUT REPAIR
19				\$7 91	CT.HSE-BOW SAW
20				\$6 10	CT.HSE-BROWN PRIMER; BLACK PAINT
21				\$9 00	PCT#3-2 CYCLE OIL
22				\$47 40	PCT#3-CLEANER & GLUE FOR TIRE REPAIR; PATCHES
23				\$4.00	CO S-LABOR
24				\$47.19	PCT#3-CONDENSOR, ROTOR; COIL; POINTS; 5 GAL COOLER
25				\$33 50	PCT#4-TUBE
26				\$26 06	PCT#1-BELTS, FUNNEL (2); PLYERS
27				\$6 00	PCT#3-BOOT
28				\$33.50	PCT#4-TUBE
29				\$149 50	PCT#2-MASTER CYLINDER
30				\$146 79	PCT#3-RELAY SWITCH; STARTER, CORE CHARGE; TOWELS; PAPER CUPS; CUP HOLDER; FLEX FUNNEL
31				\$1.61	CT HSE-3 WAY SWITCH
32				\$5 45	CT HOUSE-SOLDER
33				\$17.63	CT HSE-DRILL BITS
34				\$5.38	PCT#3-BRASS FITTINGS (3)
35				\$21 99	PCT#1-WIPER BLADES; WRENCH SET
36				\$6 07	CT HSE-GRINDING WHEELS; CEMENT
37				\$7 80	CT HSE-POP-SPRAYERS (FOR LAWN)
38				\$116 00	PCT#3-BATTERY; RECYCLE FEE; CORE CHARGE
39				\$4 00	PCT#4-LABOR
40				\$2 54	CT HSE-SCREWS; BOLT
41				\$561 60	PCT#1-TIRES; TIRES; RECYCLE FEE; TUBES
42				\$0 50	PCT#3-NUT & BOLT
43				\$11.73	PCT#1-RELAY SWITCH
44				\$61 23	PCT#1-HYDRAULIC FITTINGS, HYDRAULIC HOSE; KRYLON PAINT; CLEANER; JB WELD; BRUSH; TOWELS
45				\$22.24	PCT#1-RADIATOR HOSE (2)
46				\$29 14	PCT#3-BOLTS; 5-GAL OIL
47				\$59 20	CT HSE-BULB EXTENDERS
48				\$1.79	CO. S-WRENCH
49				\$3 40	CO BLDG-HACKSAW BLADES
50				\$6 00	PCT#1-BOLTS
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				\$3 10	CO. BLDG-BOLTS
				\$19.00	PCT#2-TUBE
				\$6.33	PCT#3-WD40; TOWELS
				\$4 50	CO BLDG-BOLTS, NUTS & WASHERS
				\$4 00	CO S-LABOR
				\$15.00CR	PCT#3-RETURNED STARTER CORE
				\$48 B1CR	PCT#3-STARTER, STARTER CORE
56865-AP	07/22/96	HERBERT L. YOUNG	\$4,269.80	\$22.52	CO. BLDGS-GASOLINE
				\$1,990.70	PCT#3-DIESEL(1635 GALS @ \$0.67); GASOLINE(910 GALS @ \$0.98 2)
				\$71.19	PCT#3-GASOLINE/73 GALS @ \$0.98 2
				\$12.50	PCT#3-GASOLINE/12 GALS @ \$1.04 2
				\$38.29	PCT#3-GASOLINE/39 GALS @ \$0.98 2
				\$1,897.12	PCT#4-DIESEL(1835 GALS. @ \$0.64.5), GASOLINE(710 GALS. @ \$1.00 5)
				\$31.65	PCT#2-GASOLINE/29 GALS
				\$38.08	PCT#1-DIESEL/48 GALS
				\$51.81	PCT#3-GASOLINE/46 GALS
				\$115.94	CO. BLDGS-106 GALS GASOLINE
56866-AP	07/22/96	HOLMES CONCRETE PIPE	\$239.40	\$239.40	PCT#3-TILE/12 @ \$19.95
56867-AP	07/22/96	HORACE RAY	\$469.09	\$469.09	D CLK-TRAVEL & EXPENSE-REIMBURSEMENT
56868-AP	07/22/96	I DEAL COMPUTERS, INC.	\$460.00	\$460.00	CO S-(2)hrs. LABOR; HARD DRIVE, CONTR. CONT
56869-AP	07/22/96	INDUSTRIAL ELECTRONIC SUPPLY	\$17.25	\$17.25	J. CTR-CUST#089051/MICRO SWITCH
56870-AP	07/22/96	IRVIN TIRE COMPANY	\$12.50	\$12.50	CO. BLDGS-TIRE
56871-AP	07/22/96	JASON WEEKS	\$5.00	\$5.00	CO. S-REIMBURSE FOR GAS
56872-AP	07/22/96	JASTAK ASSOCIATES	\$39.00	\$39.00	CCP-(1)WRAT3 REVIEW COPY
56873-AP	07/22/96	JEFFERSON JIMPLECUTE	\$42.35	\$42.35	SUP-OFFICE SUPPLIES
56874-AP	07/22/96	JOE'S RESTAURANT EQUIPMENT	\$220.00	\$220.00	PCT#1-JUNE & JULY RENT ON ICE MACHINE
56875-AP	07/22/96	JOE. WATKINS	\$200.00	\$200.00	PCT#3-HAULING CRUSHED ASPHALT/4 HRS @ \$50.00
56876-AP	07/22/96	JOYCE MORRISON	\$58.39	\$5.03	CO LIB-POSTAGE TO RETURN VIDEOS
				\$53.36	CO LIB-2 TRIPS TO TYLER TO PICK UP CARD CATS & DRAWERS
56877-AP	07/22/96	JR'S OF GILMER	\$23.62	\$23.62	D A-REGINA JONES/HOT CHECK RESTITUTION
56878-AP	07/22/96	K&S KWIK STOP	\$2.01	\$2.01	CO BLDGS-GASOLINE
56879-AP	07/22/96	KIRBY RESTAURANT SUPPLY	\$110.00	\$110.00	CO JAIL-ACCT#7009/DISHWASHER

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					SERVICE-06/02/96-06/29/96
56880-AP	07/22/96	LIDLAW WASTE SYSTEMS	\$909 29	\$909 29	WASTE-ACCT#070-20342/BASIC SERVICE; RENTAL(06/30/96 BILLING
56881-AP	07/22/96	LAUREN PARISH	\$311 18	\$311 18	JULY '96 JUVENILE PROBATION BOARD
56882-AP	07/22/96	LAWSON PRODUCTS, INC.	\$643 45	\$643 45	PCT#1-ACCT#7392542 58820/TUFF-TDRG FASTENR ASST; FRT
56883-AP	07/22/96	LAWYERS COOPERATIVE PUBLISHI	\$500 25	\$71 00 \$288 25 \$79 00 \$62 00	LAW LIB-ACCT#918116-83031/ALR FED V 131 LAW LIB-ACCT#918116-80301/ALR DIG RV 5, 5A, 6&6A LAW LIB-ACCT#918116-83031/TX JUR 3D RV 15 LAW LIB-ACCT#999717-34621/TX LOCAL RLS OF CT PAM
56884-AP	07/22/96	LITERACY VOLUNTEERS	\$162 36	\$144 86 \$17 50	LITERACY-TUTORING & STUDENT MATERIALS LITERACY-ACCT#067770/BOOKS
56885-AP	07/22/96	LONG MOTOR COMPANY, INC.	\$382 08	\$44 40 \$260 66 \$77 02	PCT#1-CUST#7345609/FRONT SHOCKS PCT#1-PUMP PCT#3-STARTER FOR UNIT #316
56886-AP	07/22/96	LONGVIEW ALTERNATOR	\$18 63	\$18 63	PCT#2-(1)DR EXCH
56887-AP	07/22/96	LONGVIEW REGIONAL HOSPITAL	\$520 45	\$520 45	CD JAIL-J. D. BUCHANAN/CARDIOLOGY EXAMS
56888-AP	07/22/96	LONGVIEW SPRING & BRAKE CD	\$371 08	\$371 08	PCT#3-REPAIR SPRINGS ON UNIT #315
56889-AP	07/22/96	M R PATTON	\$1,050 00	\$250 00 \$250 00 \$550 00	D CT-CAUSE#10,241/STATE VS DENNIS GOODMAN D CT-CAUSE#102397/STATE VS ROBERT BULLARD D CT-CAUSE#11,660/STATE VS LOYD ALLEN JONES III
56890-AP	07/22/96	MCDONALD'S LIGHTING SUPPLY	\$17 70	\$17 70	J CTR-CUST#30006/BALLASTS(2)
56891-AP	07/22/96	MED SHOP	\$117.47	\$55 13 \$62 34	DA-THERESA EVANS/HOT CK. RESTITUTION D A-PATRICIA LEDBETTER/HOT CK. RESTITUTION
56892-AP	07/22/96	MED SHOP PHARMACY	\$854 86	\$854 86	CD INDIG-ACCT#INDIUP/PRESCRIPTIONS
56893-AP	07/22/96	METROPLEX CONTROL SYS INC	\$3,403 00	\$1,352 00 \$1,078 50 \$585 00 \$387 50	NON DEPT-LIGHTNING/DAMAGED DOORS(PARTS&LABOR) NON DEPT-LIGHTNING DAMAGE/REPLACED PARTS, LABOR; TRAVEL (DOORS) NON DEPT-LIGHTNING DAMAGE/C-8 DOOR J CTR-WORK ON DOORS
56894-AP	07/22/96	MICHEAL L SMITH, TAX-ASSESSO	\$89 22	\$89 22	D A-ROBIN GROSS/HOT CHECK RESTITUTION

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56895-AP	07/22/96	MOONBEAM PUBLICATIONS INC	\$636 30	\$636 30	CO LIB-BOOKS
56896-AP	07/22/96	MR FOOD RECIPE CLUB	\$16 00	\$16 00	CO EXT-ACCT#75644LANG*730P0000/MR FOOD RECIPE CLUB SUBSCRIPTION
56897-AP	07/22/96	MUELLER SUPPLY COMPANY, INC.	\$11,225 45	\$11,225 45	PCT#2-ACCT#02091102/PREFAB BLDG BAL
56898-AP	07/22/96	NELL MATTHEWS	\$64 66	\$64 66	CO. S-MILEAGE & MEALS WHILE ATTENDING TLETS SCHOOL/TYLER
56899-AP	07/22/96	NEWSOME'S GROCERY	\$58 64	\$58 64	D A-DONNA SHANKLES/HOT CK RESTITUTION
56907-AP	07/22/96	NICHOLS MACHINERY COMPANY	\$592 20	\$592 20	PCTS#1, 2, 3, 4-ACCT#10503/BULLET TOOTH
56908-AP	07/22/96	PATRICIA HARRISON	\$90 00	\$90 00	CO CT-COURT REPORTING 07/02/96
56909-AP	07/22/96	PATTERSON PLUMBING	\$28 35	\$1 50 \$26 85	CO BLDGS-GALV COUPLING, ALL THREAD CO BLDGS-(6)LBS THRIFT
56910-AP	07/22/96	PAUL BANNER	\$15.90	\$15.90	D. CT-VISITING JUDGE EXPENSE 6/26&28/96
56911-AP	07/22/96	PEGUES - HURST MOTOR CO	\$829 70	\$169 70 \$183 98 \$358 84 \$117 18	PCT#3-BRAKE BOOSTER FOR UNIT #313 PCT#1-SPIND KIT, BRAKE KIT PCT#3-BRAKE BOOSTER FOR UNIT #315 PCT#4-CYLINDER ASSEMBLY
56912-AP	07/22/96	PERSONAL DEVELOPMENT SEMINAR	\$360.00	\$360 00	CCP-BAD CHECK/THIFT CLASS, 6 CLIENTS
56913-AP	07/22/96	POSTAGE BY PHONE SYSTEM	\$2,000 00	\$2,000 00	NON DEPT-POSTAGE FOR METER/BY PHONE(CTH)
56914-AP	07/22/96	PRO-MED OFFICE SYSTEMS	\$488 70	\$463 89 \$24 81	DA-SPECIAL PRINTED CCLG, SETUP CHARGES D. A-NAME LABELS, FREIGHT
56915-AP	07/22/96	PROFESSIONAL TECHNICAL ASSIS	\$100 00	\$50 00 \$50 00	CO S-LABOR TO REPAIR MAXON PORTABLE CO. S-LABOR TO REPAIR MIDLAND PORTABLE
56916-AP	07/22/96	REX SHAW	\$475 85	\$475 85	CO CLK-EXPENSES TO 101ST ANNUAL CLKS. CONF -SAN ANTONIO
56917-AP	07/22/96	RICK'S TIRE SERVICE	\$123 50	\$32 50 \$25 00 \$41 00 \$25 00	PCT#4-SERVICE CALL, FLAT REPAIR, BOOT PCT#4-SERVICE CALL, FLAT REPAIR PCT#4-SERVICE CALL, FLAT REPAIR, BOOT PCT#4-FLAT REPAIR ON CAT MAINTAINER
56918-AP	07/22/96	ROBERT D. BENNETT	\$675 00	\$150 00 \$525 00	D. CT-CAUSE#10, 803/STATE VS. BRIAN PUCKETT D CT-CAUSE#11, 517/STATE VS STEVEN DAVID NELSON
56919-AP	07/22/96	SABINE VALLEY COUNSELING CEN	\$175 00	\$175 00	JUV PROB-PSYCHOLOGICAL EVAL (C A M)

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56920-AP	07/22/96	SCOTT-MERRIMAN, INC	\$156 22	\$37 27	JP#2-CUST#UP01/100 E-568 WRIT OF SEQUESTRATION
				\$79 48	CO. S-CUST#UP01/VITAL STATISTIC BINDERS
				\$39 47	JP#1-CUST#UP01/COMPLAINT FORCIBLE DETAINER, SHIPPING
56921-AP	07/22/96	SEARS	\$399 98	\$399 98	CO MAINT-(2)PUSH MOWERS
56922-AP	07/22/96	SHELL OIL COMPANY	\$17 00	\$17 00	CO S-ACCT#092 821 628/GASOLINE
56923-AP	07/22/96	SMITH OIL COMPANY	\$1,715 88	\$384 40	PCT#2-HYD FLUID, DEXRON, GEAR LUBE, BATTERY
				\$145 00	PCT#4-HYDRAULIC FLUID (55 GAL)
				\$317 68	PCT#2-HYD FLUID, HOSE, FILTERS, ADDITIVES, LIQUID WRENCH, WATER CAN, BRAKE CLEANER
				\$118 00	PCT#2-FUEL COND, FILTERS, HAND CLEANER, BATTERY
				\$209 40	PCT#3-OIL, STARTING FLUID
				\$113 00	PCT#1-TOWELS, BRAKE FLUID, HAND CLEANER
				\$209 40	PCT#2-OIL, STARTING FLUID
				\$219 00	PCT#2-OIL, ANTI FREEZE, BATTERIES
56924-AP	07/22/96	SOBOL	\$25 00	\$25 00	PCT#3-CUST#551100/JUNE CYLINDER RENTAL, SM OXY(2), LG OXY, SM ACET(2)
56925-AP	07/22/96	SOLUTIONS 2000, INC	\$415. 00	\$85 00	A PROB-WM (BILL)MCCAY/WORKSHOP#1 (LEGAL LIAB)
				\$330 00	AD PROB-R L HUDGINS, D RAY/WORKSHOPS#1&2
56926-AP	07/22/96	SOUTHWESTERN BELL TELEPHONE	\$3 30	\$3 30	D CT-ACCT#2141062236218/JULY 1'96 BILLING
56927-AP	07/22/96	SOUTHWESTERN ELECTRIC POWER	\$2,573 04	\$1,817 52	CT HSE-ACCT#000005674/ELECT SERVICE(06/04/96-07/02/96)
				\$107 42	CO BLDG STREET LIGHTS-ACCT#000001673/ELECT. SERVICE(29 DAYS)
				\$133 03	PORTER. BLDG-ACCT#000035685/ELECT SERV.-06/13/96-6-07/15/96
				\$424 44	BANK ANNEX-ACCT#025410695/ELECT. SER. 06/13/96-07/15/96
				\$90 63	BANK ANNEX-ACCT#025413695/ELECT. SERV 06/13/96-07/15/96
56928-AP	07/22/96	STECK-VAUGH CO.	\$60 36	\$26 56	LITERACY-BOOKS
				\$33 80	LITERACY-STUDENT BDDKS
56929-AP	07/22/96	SWIFT INDEPENDENT PACKING	\$1,116 15	\$324 51	CO JAIL-CUST#17130/ASSORTED FOODS
				\$409 98	CO JAIL-CUST#17130/ASSORTED FOODS
				\$18 40	CO JAIL-CUST#17130/ASSORTED FOODS
				\$36 50	CO JAIL-CUST#17130/ASSORTED FOODS
				\$326 76	CO JAIL-CUST#17130/ASSORTED FOODS
56930-AP	07/22/96	SYSCO FOOD SYSTEMS, INC	\$691 39	\$160 88	CO JAIL-CUST#288639/ASSORTED FOODS
				\$195 70	CO JAIL-CUST#288639/ASSORTED FOODS

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Page 396

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

30 JUL 1996

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC.

Disbursements Made from 07/22/96 thru 07/30/96

PAGE 11

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
				\$377 58	CO JAIL-CUST#288639/ASSORTED FOODS
				\$14 28CR	CO JAIL-CUST#288639/PRICED OVER BID
				\$17 55CR	CO JAIL-CUST#288639/OVER BID PRICE
				\$10 94CR	CO JAIL-CUST#288639/OVER BID PRICE
56931-AP	07/22/96	T & S TRACTOR INC	\$1,074 85	\$7 92	PCT#4-OIL PRESSURE SENDING UNIT FOR BACKHOE
				\$1,066 93	PCT#4-PARTS, OIL, LABOR
56932-AP	07/22/96	TELETOUCH CORPORATION	\$22 02	\$10 91	CO BLDGS-ACCT#3061919/NUMERIC PAGER
				\$11 11	JP#1-ACCT#3072540/PAGER
56933-AP	07/22/96	TEXAS ASSOCIATION OF COUNTIE	\$38 00	\$38 00	NON DEPT-ADDING 2JOHN DEER BACKHOES#0910 & 1688/COVERAGE-07/19/96-10/1/96
56934-AP	07/22/96	TEXAS COMMISSION	\$9 00	\$9 00	CO 5-1996 MINIMUM JAIL STANDARDS MANUAL REVISION
56935-AP	07/22/96	TEXAS INSTITUTE ON CHILDREN	\$250 00	\$250 00	JUV PROB-REGISTRATION/RONNIE MITCHELL
56936-AP	07/22/96	TEXAS STEEL CULVERT CO, INC.	\$2,385 88	\$969 90	PCT#4-18" X 24' STEEL CULVERT, 18" X 30' STEEL CULVERT, 24" X 30' STEEL CULVERT
				\$1,415 98	PCT#1-18" X 24' 16 GA SPIRAL CULVERT, 21" X 24' STEEL CULVERT, 24" X 24' STEEL CULVERT, 60" X 26' STEEL CULVERT
56937-AP	07/22/96	TEXAS WEEKLY	\$175 00	\$175 00	CO LIB-SUBSCRIPTION
56938-AP	07/22/96	THE GILMER MIRROR	\$21 00	\$21 00	CO JAIL-STAMP
56939-AP	07/22/96	THE SOFTWARE GROUP, INC	\$35,545 75	\$1,020 00	NON DEPT-LIGHTNING DAMAGE/SITE VISIT, TROUBLESHOOT PROBLEMS
				\$266 00	CO AUD-CUST#SC035367/FIXED ASSETS CLIENT SUPP. 07/01/96-09/30/96
				\$633 00	CO AUD-CUST#SC035367/BUDGETARY ACCOUNTING 07/01/96-09/30/96
				\$409 00	CO AUD-CUST#SC035367/PURCHASING MODULE 07/01/96-09/30/96
				\$846 00	CO CLK-CUST#SC035367/CRIMINAL CASE MANAGEMENT 07/01/96-09/30/96
				\$584 00	CO CLK-CUST#SC035367/INSTRUMENT INDEX SYSTEM 07/01/96-09/30/96
				\$875 00	CO CLK-CUST#SC035367/CIVIL CASE MANAGEMENT 07/01/96-09/30/96
				\$747 00	CO CLK-CUST#SC035367/MISCELLANEOUS FEES: 07/01/96-09/30/96
				\$740 00	JP#4-CUST#SC035367/JUSTICE OF THE PEACE 07/01/96-09/30/96
				\$253 00	DA-CUST#SC035367/CRIMINAL CASE MANAGEMENT 07/01/96-09/30/96
				\$168 00	DA-CUST#SC035367/COURT

Vol 46 Pg 397

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

30 JUL 1996

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC.

Disbursements Made from 07/22/96 thru 07/30/96

PAGE 12

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
					ADMINISTRATION 07/01/96-09/30/96
			\$590.00		DA-CUST#SC035367/HOT CHECK
					MODULE 07/01/96-09/30/96
			\$300.00		D CLK-CUST#SC035367/CIVIL CASE
					MANAGEMENT 07/01/96-09/30/96
			\$846.00		D. CLK-CUST#SC035367/CRIMINAL CASE
					MANAGEMENT 07/01/96-09/30/96
			\$309.00		D CLK-CUST#SC035367/JURY CLIENT
					SUPPORT: 07/01/96-09/30/96
			\$483.00		D CLK-CUST#SC035367/CHILD
					SUPPORT 07/01/96-09/30/96
			\$419.00		CO TAX-CUST#SC035367/VOTER
					REGISTRATION 07/01/96-09/30/96
			\$2,382.00		CO TAX-CUST#SC035367/AUTOMATED TAX
					COLLECTION 07/01/96-09/30/96
			\$318.00		CO TREAS-CUST#SC035367/ACCOUNTS
					PAYABLE 07/01/96-09/30/96
			\$588.00		CO. TREAS-CUST#SC035367/PAYROLL 07/01/96-09/30
					/96
			\$214.00		CO. TREAS-CUST#SC035367/REVENUE
					SYSTEM 07/01/96-09/30/96
			\$305.00		CO TREAS-CUST#SC035367/BANK
					RECONCILIATION 07/01/96-09/30/96
			\$2,105.00		CCP-SOFTWARE MAINT; 7/1-9/30/96
			\$9,762.00		NON DEPT-LIGHTNING DAMAGE/C4&R4 MUX REPLACED
			\$9,111.75		NON DEPT-LIGHTNING DAMAGE/C7&R7 MUX REPLACED
			\$972.00		NON DEPT-LIGHTNING DAMAGE/SITE VISIT(NEW EQUIP)
56940-AP	07/22/96	TYLER UNIFORM CO., INC	\$37.14	\$37.14	CO S-GREY COVERALL
56941-AP	07/22/96	UPSHUR COUNTY	\$119.79	\$119.79	SUP-REIMBURSE/COPY PAPER&RECEIPT BOOK
56942-AP	07/22/96	UPSHUR COUNTY BODY	\$79.21	\$19.36	PCT#3-REPAIR MIRROR ON DAVID'S TRUCK(5-17-96)
				\$59.85	PCT#3-PLEXI-GLASS FOR MOWING TRACTOR
56943-AP	07/22/96	UPSHUR-RURAL ELECTRIC COOP ,	\$55.25	\$55.25	PCT#4-ACCT#121782522/ELECT SERV 06/12/96-07/1
					1796
56944-AP	07/22/96	VARNADO FEED SERVICE	\$143.75	\$143.75	CO BLDGS-RAT BAIT; PALION; BAR UP
56945-AP	07/22/96	VERMEER EQUIPMENT	\$288.23	\$288.23	PCT#4-REPAIR CHIPPER
56946-AP	07/22/96	VINGD FODDS	\$101.83	\$7.45	CO JAIL-SOFT SPREAD
				\$94.38	CO. JAIL-CAMEO; BREAD
56947-AP	07/22/96	VINYARD'S	\$81.35	\$81.35	DA-GLENN PALMERTREE/HOT CK RESTITUTION
56948-AP	07/22/96	W W GRAINGER, INC	\$126.19	\$74.54	PCT#1-ACCT#436
					80-513-171-1/CAPACITORS(2); DIGITAL MULTIMETER

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Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 07/22/96 thru 07/30/96

PAGE 13

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$51 65	CD BLDGS-ACCT#82-709-917-7/LAMP, CEILING FIXTURE
56949-AP	07/22/96	WAL-MART #146	\$152 11	\$152 11	DA-LARRY SEWELL/HOT CK. RESTITUTION
56950-AP	07/22/96	WALMART STORE #146	\$176 19	\$4 87 \$30 48 \$25 90 \$5 77 \$35 74 \$67 15 \$25 16 \$18 BCCR	PEER-TRASH BAGS PCT#1-ACCT#188/COOLER; GATORADE(4) PCT#1-ACCT#188/WATER JUGS(3); GATORADE D JUDGE-ACCT#188/TABS; REFILL CD S-BATTERIES(6) PEER-JUNE '96/WORK PROGRAM COSTS SUP-OFFICE SUPPLIES DA-ACCT#188/RETURNED FILE CABINET
56951-AP	07/22/96	WEST SIDE FURNITURE	\$955 84	\$90 89 \$599 95 \$265 00	PCT#4-HANDLE FOR SAW; CARBURATOR, CHAIN; PLUG; ROPE PULLY; 10-IN FILE PCT#4-WHIRLPOOL AIR CONDITIONER PCT#4-CHAIN FOR SAWS
56952-AP	07/22/96	WESTERN AUTO ASSOCIATE STORE	\$10 98	\$10.98	CD BLDG-CABLE FOR LAWN MOWER; CLIPS
56953-AP	07/22/96	WHITE SWAN, NORTH	\$736 59	\$309 01 \$498 79 \$13 72CR \$57 49CR	CD JAIL-CUST#402711/ASSORTED FOODS CD JAIL-CUST#420711/ASSORTED FOODS CD JAIL-CUST#420711/ABOVE BLANKET BID CD JAIL-CUST#420711/ABOVE BLANKET BID
56954-AP	07/22/96	WILLOUGHBY JUVENILE CENTER	\$1,560 00	\$1,560 00	ISP-JUNE '96 DETENTION/R. E. & R. S. J.
56955-AP	07/22/96	WM B LANGSTON, JR M D	\$200 00	\$200 00	D JUDGE-CAUSE#11,070/CHARLES RAY CRUMP PSYCHIATRIC EVALUATION
56956-AP	HC 07/22/96	GILMER NATIONAL BANK	\$211,409 65	\$211,409 65	CD#12586 PURCHASED@5 67%(85days)TO MATURE 10/15/96
56957-AP	HC 07/22/96	GILMER NATIONAL BANK	\$150,000 00	\$150,000 00	CD#12587 PURCHASED@5 67%(67days)TO MATURE 9/27/96
56958-AP	HC 07/23/96	STATE TREASURER	\$32,591 97	\$32,591 97	6/30/96 GTR ENDING ARREST&CT. COST FEES
Total for AP - ACCOUNTS PAYABLE			\$553,965 16		

Grand Total \$553,965 16

FILED
REX A. SHAW
COUNTY CLERK
66 JUL 31 AM 10 24
UPSHUR COUNTY TX

Charles L. Still
COUNTY JUDGE, CHARLES L. STILL

Goddie Lindsey
COMMISSIONER PCT#1, GODDIE LINDSEY

Tommy Stanley
COMMISSIONER PCT#2, TOMMY STANLEY

David Loyd
COMMISSIONER PCT#3, DAVID LOYD

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

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 7-9-96 Dept. 510/Bldg. Maint.

Employee Kevin Loyd

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

Comments: Temporary Part-time Employee

Authorized by:

Approved by: Lay Raeder

Date: 7-15-96

VOL 318 PG 101

RECEIVED
 96 JUL 11 11:11 AM
 UPSHUR COUNTY, TX
 BY: _____

402
46 PG

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 7-1-96 Dept. 403/C Clerk
 Employee Robin Rodenberg
 Social Security No _____ Emp. ID# 623

VOL	CHANGES(S)	FROM	TO
	Grade Step		
	Rate		
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

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

Comments Longevity #12/month
 \$6 JUL 22 11
 BY _____

Authorized by: Marya Harris
 Approved by: _____ Date: 7-18-96

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 7-1-96 Dept 405/Veterans Serv
 Employee D. Mike Loyd
 Social Security No _____ Emp. ID# 419

VOL 10 PG 403

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

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

Comments \$27 Years Longevity \$28/month

Authorized by: Mary Harris
 Approved by: _____ Date: 7-18-96

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 7-1-96 Dept. 560/Co. Sheriff
 Employee Murray Jordan
 Social Security No _____ Emp ID# 368

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

REASON(S) FOR THE CHANGE(S)	
	Hired
	Introductory Period Ended
	Promotion
X	Longevity Increase
	Re-evaluation of Job
	Layoff
	Leave of Absence
	Re-Hired
	Merit Increase
	Transfer
	Demotion
	Retirement
	Discharged
	Other

Comments 8 years Longevity \$ 32/month

Authorized by [Signature]
 Approved by _____ Date 7-18-96

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 7-1-96 Dept 642/Independent Serv.
 Employee Gerald Johnson
 Social Security No. _____ Emp ID# 301

VOL 1110 PG 105

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

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

Comments 20 Years Longevity \$40/mo

Authorized by: Mary Harris
 Approved by: _____ Date: 7-18-96

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 7-1-96 Dept. 614/Pct#4

Employee Don Ritter

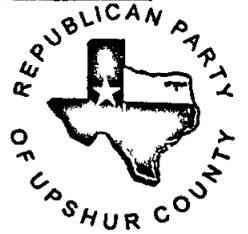
Social Security No _____ Emp. ID# 672

CHANGES(S)	FROM	TO
Grade Step		
Rate		
Department		
Position		

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

Comments: Longevity \$8/month

Authorized by [Signature]
 Approved by _____ Date 7-18-96



To Mike Smith, Chief Election Official, Upshur County
 From Jim Conroy, Chairman, Republican Party of Upshur County
 Subj Recommendations to Commissioners' court of Election Judges and Alternates

July 15, 1996

County Chairman

The following republicans are experienced and qualified to serve as election judges or alternates in the upcoming General Election November 5, 1996

Precinct 1	John Rappazzo Jr	P O Box 463, Judson, TX 75660	734-7636
2	Danney Riley	Rt 10 Box 10400, Gilmer, TX 75644	743-7100
3	Geneva Wilcox	Rt 9 Box 738, Gilmer, TX 75644	734-4040
4	Darren Nolte	Rt 2 Box 151 1/2, Gladewater, TX 75647	759-3780
5	Bobbie Blankenstein	#13 Hillcrest Dr, Gilmer, TX 75644	753-5624
6	Velma Nugent	Rt 1 Box 529-A Diana, TX 75640	663-3753
7	Robin Hilton	Rt 2 Box 518, Gilmer, TX 75644	762-6624
8	Cecil Blakeley	Rt 2 Box 79, Diana, TX 75640	968-6447
9	Mary Muckleroy	Rt 2 Box 463, Diana, TX 75640	968-3250
10	Iris Harte	P O Box 595, Lone Star, TX 75668	968-8587
11	Cindy Starr	Rt 6 Box 656-A, Gilmer, TX 75644	762-2596
12	Melanie Willis	518 North Pearl, Big Sandy, TX 75755	636-4183
13	Opal Meccy	Rt 3 Box 432, Gilmer, TX 75644	734-5803
14	Dana Smith	2111 E Lake Dr, Gladewater, TX 75647	845-4642
15	Wayne Arnold	521 Kaufman, Gilmer, TX 75644	843-2302
16	John Summers	Rt 2 Box 93- C, Pittsburg, TX 75686	762-2908
17	Gary Glass	Rt 2 Box 25411, Winnsboro, TX 75494	725-6842
18	John Kather	Rt 7 Box 630, Gilmer, TX 75644	725-5715
19	Open		
20	Delbert Mooney	Rt 2 Box 390, Hawkins, TX 75765	769-3210

FILED
 REX A. SHAW
 COUNTY CLERK
 96 JUL 22 AM 11:12
 UPSHUR COUNTY, TX.

Rt. 5 Box 73-Q, Gilmer, TX 75644-9303) 797-2581

Thanks
Jim Conroy



R. D. "BUCK" CROSS
SHERIFF, UPSHUR COUNTY
P. O. BOX 866
GILMER, TEXAS 75644

PHONE 843-2541

DATE: JULY 23, 1996

UPSHUR COUNTY COMMISSIONERS COURT
UPSHUR COUNTY COURTHOUSE
GILMER, TX. 75644

REF: PROGRESS ON UPSHUR COUNTY ADDRESSING AND MAPPING PROJECT.

Dear Sirs;

This letter is to inform you of the progress that has been made on our addressing project since our last meeting with our vendor. I met with Mr. Pritchett the following day to discuss problems with the mapping project. After going over some of the problems with him he stated that he had neglected to give us the update that had been prepared since we received the original data program. He stated that this was why we had so much invalid data in our program. At that time we also discussed him preparing rural route information for the Postal Service to begin verifying addresses. I stated to him that I would be glad to write a letter to any agency to assist him in getting information. At the end of our meeting he stated that he would call me and schedule training at our office, but that he would probably only be able to do this training on weekends due to him moving to Dallas, Tx. This concluded our meeting.

Mr. Pritchett called me the week of July 4th and scheduled training for Saturday July 13 and Sunday July 14, 1996. I was on vacation and he conducted the training with Paula Whorton on these days. Paula stated to me that he was here on July 13, 1996 for app. 6 hours and of that time there was app. 2 hours of computer training conducted. Paula also stated that he was here on July 14, 1996 for app. 3 hours and conducted no computer training but discussed with the Sheriff about developing maps and what type was wanted. This was the end of the training.

Mr. Pritchett was supposed to contact last week about training but did not do so. We have made very little progress since the last meeting toward completing the project. The only progress that might have been made was in training. Our project no closer to being completed.

Sincerely,

Robert Cromley
Lt. Robert Cromley
911 Coordinator
Uphsur County S.O.

FILED
Rex A. SHAW
SHERIFF
JUL 22 AM 11:12
GILMER, TX.
REPLY

FOR THE YEAR SEPTEMBER 1, 1996 TO AUGUST 31, 1997

RESOLUTION

EXEMPT LICENSE PLATES

WHEREAS, house Bill 763 by the 70th Texas Legislature had changed the procedures in issuance of Exempt License Plates; and WHEREAS, Regular License Exempt Plates (previously referred to as undercover) are still available to exempt agencies that qualify under V.C.S. 670.m-2; and

WHEREAS, the need to designate vehicles used by the Sheriff's Department of Upshur County exists; now

THEREFORE, BE IT HEREBY RESOLVED, the Commissioners Court of Upshur County designates all vehicles used by the Sheriff's Department (but not pertaining to regular marked Sheriff's Department vehicles) shall carry Regular License Plates and shall so be designated and attached at this resolution.

IT IS ALSO ORDERED, that M. K. Jordan, shall execute all documents pertaining to said vehicles assigned to this office.

M.K. Jordan

M. K. JORDAN, CHIEF DEPUTY

Passed and approved this the 22ND day of July, 1996
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS

Charles Still

JUDGE CHARLES STILL

Gaddis Lindsey

COMMISSIONER GADDIS LINDSEY

Tommy Stanley

COMMISSIONER TOMMY STANLEY

David Loyd

COMMISSIONER DAVID LOYD

Kenny Thompson

COMMISSIONER KENNY THOMPSON

Rex Shaw

REX SHAW, COUNTY CLERK

July 22, 1996

DATE



FILED
REX A. SHAW
COUNTY CLERK
96 JUL 22 AM 10:13
UPSHUR COUNTY, TX.
BY DEPUTY

VOL 46 PG 40



NATIONAL SHERIFFS' ASSOCIATION

1450 DUKE STREET • ALEXANDRIA, VIRGINIA 22314 • 703-836-7827

CHARLES "BUD" MEEKS
EXECUTIVE DIRECTOR

MEMO FOR YOUR INFORMATION FEDERAL FUNDING AVAILABLE

July 11, 1996

Dear Sheriff:

On July 2, 1996, President Clinton announced a grant program, the *Church Arson Prevention Grant Program*. Six Million Dollars is being made available to carry out this program. Therefore, each county will receive \$4,600.00 to be used in the following manner:

1. Enhance security measures in and around churches.
2. Hiring a part-time officer to increase patrol.
3. Overtime pay to presently employed law enforcement officers.

Once the grant is awarded, you will have 180 days to spend the funds BJA has awarded. The grant application will be one page, with no matching funds. This is a one-time offer of \$4,600.00 to you. It is important that you work with your county commissioners because they are the ones that are going to get the money, and this notification will be coming out in the very near future. It is possible that two counties could go together under mutual aid and pool their resources, but each county will receive \$4,600 00. This can be used for gas, security systems, etc.

If you need more information, please contact me or Mr. Bubby Moser at 1-800-424-7827.

This is important!!!

Sincerely,

Charles "Bud" Meeks
Executive Director

FILED
 REX A. SHAW
 COUNTY CLERK
 96 JUL 22 AM 11:12
 UPSHUR COUNTY, TX.
 BY _____
 DEPUTY

Serving the Nation's sheriffs since 1940



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

RESOLUTION AND ASSURANCES

As the governing body of UPSHUR COUNTY, we hereby resolve and affirm to the Texas Natural Resource Conservation Commission and the East Texas Council of Governments our support of the programs identified in this proposal and our assurance that:

- *The applicant will comply with the provisions of the fiscal reimbursement and reporting requirements of ETOG, TNRCC, and the State of Texas;
- *Grant funding awarded in response to this proposal will be used only for the purpose(s) for which it is provided,
- *That the applicant and any other entities represented will be willing to communicate their experiences and information regarding the funded project with other Texas communities and TNRCC on an as-needed basis.

UPSHUR COUNTY, TEXAS

Charles L. Still
Charles L. Still, County Judge

Gaddis Lindsey
Gaddis Lindsey, Pct 1

Tommy Stanley
Tommy Stanley, Pct 2

David Loyd
David Loyd, Pct.3

Kenny Thompson
Kenny Thompson, Pct. 4

FILED
REX A. SHAW
COUNTY CLERK
96 JUL 22 6:11:10
UPSHUR COUNTY, TX
BY _____
OFFICE



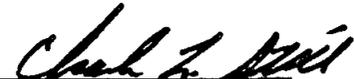
CHARLES L. STILL
COUNTY JUDGE
P. O. BOX 790
GILMER, TEXAS 75644

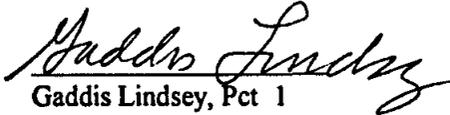
RESOLUTION AND ASSURANCES

As the governing body of UPSHUR COUNTY, we hereby resolve and affirm to the Texas Natural Resource Conservation Commission and the East Texas Council of Governments our support of the programs identified in this proposal and our assurance that:

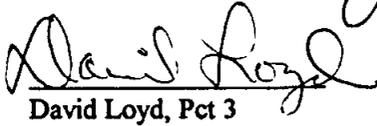
- *The applicant will comply with the provisions of the fiscal reimbursement and reporting requirements of ETOG, TNRCC, and the State of Texas;
- *Grant funding awarded in response to this proposal will be used only for the purpose(s) for which it is provided,
- *That the applicant and any other entities represented will be willing to communicate their experiences and information regarding the funded project with other Texas communities and TNRCC on an as-needed basis.

UPSHUR COUNTY, TEXAS


Charles L. Still, County Judge

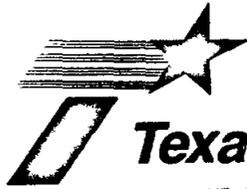

Gaddis Lindsey, Pct 1


Tommy Stanley, Pct. 2


David Loyd, Pct 3


Kenny Thompson, Pct. 4

FILED
REX A. SHAW
CLERK
96 JUL 22 AM 11:10
UPSHUR COUNTY, TX.
BY _____
FEP/ITY



Texas Department of Transportation

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

July 10, 1996

FILED
REX A. SHAW
CLERK
96 JUL 22 11:12
UPSHUR COUNTY, TX.

BY _____
DEPUTY

VOL 110 PG 413

To: ALL COUNTY JUDGES

SUBJECT: IMPOSITION OF EXTRA FEES

Chapter 502 of the Transportation Code, relating to the registration of vehicles, provides counties the option of imposing, in addition to the registration fee, two extra fees.

The provisions of Section 502.172 provide for a county road and bridge fee in an amount that does not exceed \$10.00 for each vehicle registered in the county. An extra fee in an amount not to exceed \$1.50 for each vehicle registered in the county is available under the provisions of Section 502.173 to fund a school crossing guard program. However, vehicles registered with Machinery and Farm Trailer License Plates are exempt from both provisions.

The amounts of both optional fees are set by a Commissioners Court. Counties are statutorily required to notify the department of their intent by Commissioners Court Order. The notification deadline for the road and bridge fee is September 1st of each year. The deadline for notification of the school crossing guard fee is September 10th of each year.

Please complete the attachment on the imposition of extra fees for registration year 1997. If your response requires a County Commissioners Court Order, we request that the **original order** be mailed to us no later than the date indicated. We have also included a fee chart which indicates what extra fee(s) your county currently collects.

Your timely response would be greatly appreciated. Any questions you may have regarding this matter may be directed to David Linzey, Director of Headquarter Operations, at (512) 465-7719 or the Customer Information Services Branch Manager at (512) 465-7620.

Sincerely,

Daniel Hunt

for Jerry L. Dike, Director
Vehicle Titles and
Registration Division

JLD/LR

Enclosures

cc: County Tax Assessor-Collector
VTR Regional Supervisor
District Engineer (Note: This letter was sent to each County Judge in your district.)

An Equal Opportunity Employer

IMPOSITION OF EXTRA FEES
REGISTRATION YEAR 1997

We respectfully request that you indicate below your county's intentions for collection of these fees for registration year 1997 (January 1 through December 31, 1997). These fees will first appear on February renewals. (Refer to Motor Vehicle Information Circular No. 1-85).

For registration year 1997, _____ County will

1. Retain the current fees _____ (No court order required);
2. Discontinue the County Road and Bridge Fee of _____
(Court order required prior to September 1st);
3. Impose a new County Road and Bridge Fee of _____
(Court order required prior to September 1st);
4. Discontinue the Child Safety Fund Fee of _____
(Court order required prior to September 10th); and/or
5. Impose a new Child Safety Fund Fee of _____
(Court order required prior to September 10th).

If you indicate that action will be taken as stated in 2, 3, 4, and/or 5 above, you must submit a County Commissioners Court Order to that effect prior to the applicable statutory date of September 1st (County Road and Bridge Fee) or September 10th (Child Safety Fund Fee).

Please return your county's intentions so designated for registration year 1997 in the enclosed postage-paid self-addressed envelope as soon as possible. A faxed response (512/465-3034) will also be acceptable. However, if such response requires a County Commissioners Court Order, we request that the original Order be mailed to us no later than the date indicated above.

SCHEDULE OF TEXAS REGISTRATION FEES

EFFECTIVE January 1, 1996

EXPIRES December 31, 1996

STATE LAW ALLOWS THE COLLECTION OF LOCAL FEES AT THE TIME OF VEHICLE REGISTRATION

The fees indicated below are local fees that will be collected with your vehicle registration fee through your County Tax Assessor-Collector's office. The total fee shown on the far right portion of your renewal notice includes the extra fees if applicable. Please enclose an additional \$1.00 for handling when registering by mail. **Owners of machinery and farm trailers are not subject to the payment of the extra fees, only the registration fees.**

Anderson \$10	Brazos \$11.50	Clay \$10	Deaf Smith \$10	Foard \$10	Hardeman \$10	Jack \$5	Lamb \$10	Maverick \$11	Ochiltree \$10	Rockwall \$10	Tarrant \$10	Washington \$10
Andrews \$5	Brewster \$7	Cochran \$5	Delta \$5	Fort Bend \$10	Hardin \$10	Jackson \$5	Lampasas \$10	McCulloch \$5	Oldham \$10	Runnels \$10	Taylor \$10	Webb \$10
Angelina \$5	Briscoe \$10	Coke \$10	Denton \$10	Franklin \$5	Harris \$11.50	Jasper \$5	La Salle \$10	McLennan \$8	Orange \$10	Rusk \$10	Terrell \$5	Wharton \$10
Aransas \$5	Brooks \$10	Coleman \$10	DeWitt \$10	Freestone \$5	Harrison \$10	Jeff Davis \$5	Lavaca \$10	Medina \$5	Palo Pinto \$10	Sabine \$10	Terry \$10	Wheeler \$5
Armstrong \$5	Brown \$5	Collin \$10	Dimmit \$11.50	Frio \$10	Hartley \$5	Jefferson \$10	Lee \$10	Midland \$10	Parker \$10	San Augustine \$10	Throckmorton \$5	Wichita \$5
Atascosa \$10	Burleson \$10	Collingsworth \$10	Donley \$10	Galveston \$10	Haskell \$10	Jim Hogg \$5	Leon \$10	Miami \$10	Parmer \$10	San Jacinto \$5	Titus \$5	Wilder \$10
Austin \$10	Burnet \$10	Colorado \$10	Duval \$5	Garza \$5	Hays \$10	Jim Wells \$7.50	Liberty \$10	Mills \$10	Polk \$10	San Patricio \$10	Tom Green \$10	Wiltacy \$7
Bailey \$10	Caldwell \$10	Comal \$10	Eastland \$10	Gillespie \$11.50	Henderson \$10	Johnson \$10	Limestone \$5	Michell \$5	Potter \$10	San Saba \$10	Travis \$11.50	Williamson \$10
Bandera \$10	Calhoun \$5	Comanche \$10	Ector \$5	Goliad \$5	Hidalgo \$10	Jones \$10	Lipscomb \$10	Montague \$10	Presidio \$5	Scurry \$10	Tenny \$5	Wilson \$10
Bastrop \$10	Callahan \$10	Concho \$10	Edwards \$10	Gonzales \$5	Hill \$10	Karnes \$10	Live Oak \$10	Montgomery \$10	Rains \$7.50	Shackelford \$5	Tyler \$5	Winkler \$7.50
Baylor \$10	Cameron \$10	Cooke \$10	Ellis \$10	Grayson \$10	Hockley \$5	Kaufman \$10	Llano \$10	Moore \$7.50	Randall \$10	Sheby \$10	Upshur \$5	Wise \$10
Bee \$10	Camp \$5	Coryell \$10	El Paso \$10	Gregg \$10	Hood \$5	Kendall \$10	Lubbock \$10	Morse \$10	Reagan \$5	Sherman \$10	Upton \$5	Wood \$5
Bell \$10	Carson \$5	Cottle \$10	Erath \$10	Gunn \$10	Hopkins \$10	Kerr \$10	Lynn \$10	Motley \$10	Real \$10	Smith \$10	Uvalde \$10	Yoakum \$5
Bexar \$11.50	Cass \$5	Crockett \$5	Falls \$10	Guadalupe \$10	Houston \$10	Kimble \$5	Madison \$10	McCordoches \$10	Red River \$10	Starr \$10	Val Verde \$10	Young \$10
Blanco \$10	Castro \$10	Crosby \$5	Fannin \$10	Hale \$10	Howard \$10	Kinney \$10	Manon \$5	Navarro \$10	Reeves \$10	Stephens \$5	Van Zandt \$10	Zapata \$5
Bosque \$10	Chambers \$5	Dallas \$5	Fayette \$10	Hall \$10	Hunt \$5	Kieberg \$10	Marin \$5	Newton \$5	Refugio \$10	Sterling \$5	Victoria \$5	Zavala \$10
Bowie \$10	Cherokee \$10	Dallas \$10	Fisher \$10	Hamilton \$10	Hutchinson \$5	Knox \$10	Mason \$5	Noian \$10	Roberts \$5	Stonewall \$5	Walker \$10	
Brazoria \$5	Childress \$10	Dawson \$10	Floyd \$10	Hansford \$10	Itton \$5	Lamar \$10	Matagorda \$10	Nueces \$10	Robertson \$5	Swisher \$10	Walker \$10	

RESOLUTION

WHEREAS, by virtue of certain instruments of record in the Deed Records of Upshur County, Texas, the Texas Department of Transportation acquired and holds in its own name fee simple title to certain land adjacent to U. S. Highway 259 in Upshur County, Texas, said land having been acquired for right of way purposes; and

WHEREAS, said land may no longer be needed for highway or public transportation purposes or for the use of citizens as a road, said land not needed herein referred to as Tract 1, being more particularly described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, it is expedient for the State to declare said Tract 1, which is no longer needed, as surplus land and to convey Tract 1 to Douglas R. Nobles in exchange for the land described as Tract 2, being more particularly described in Exhibit B attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED THAT the Commissioners' Court of the County of Upshur, State of Texas, has no objection to the Texas Department of Transportation's recommendation that said conveyance be executed according to Department policy.

That the Commissioners' Court is authorized to execute on behalf of the County of Upshur, State of Texas, any agreements necessary regarding the proposed exchange.

This resolution shall become effective immediately upon passage and approval.

PASSED, ADOPTED AND APPROVED THIS 22nd day of July, 1996.

Gaddis Lindsey
Commissioner, Precinct 1

Johnny Stanley
Commissioner, Precinct 2

David Roy
Commissioner, Precinct 3

Chas. H. Thompson
Commissioner, Precinct 4

Chas. F. Hill
County Judge, Upshur County, Texas



FILED
REX A. SHAW
COUNTY CLERK

96 JUL 23 AM 10:46

UPSHUR COUNTY, TX.

BY _____
TFFNTY

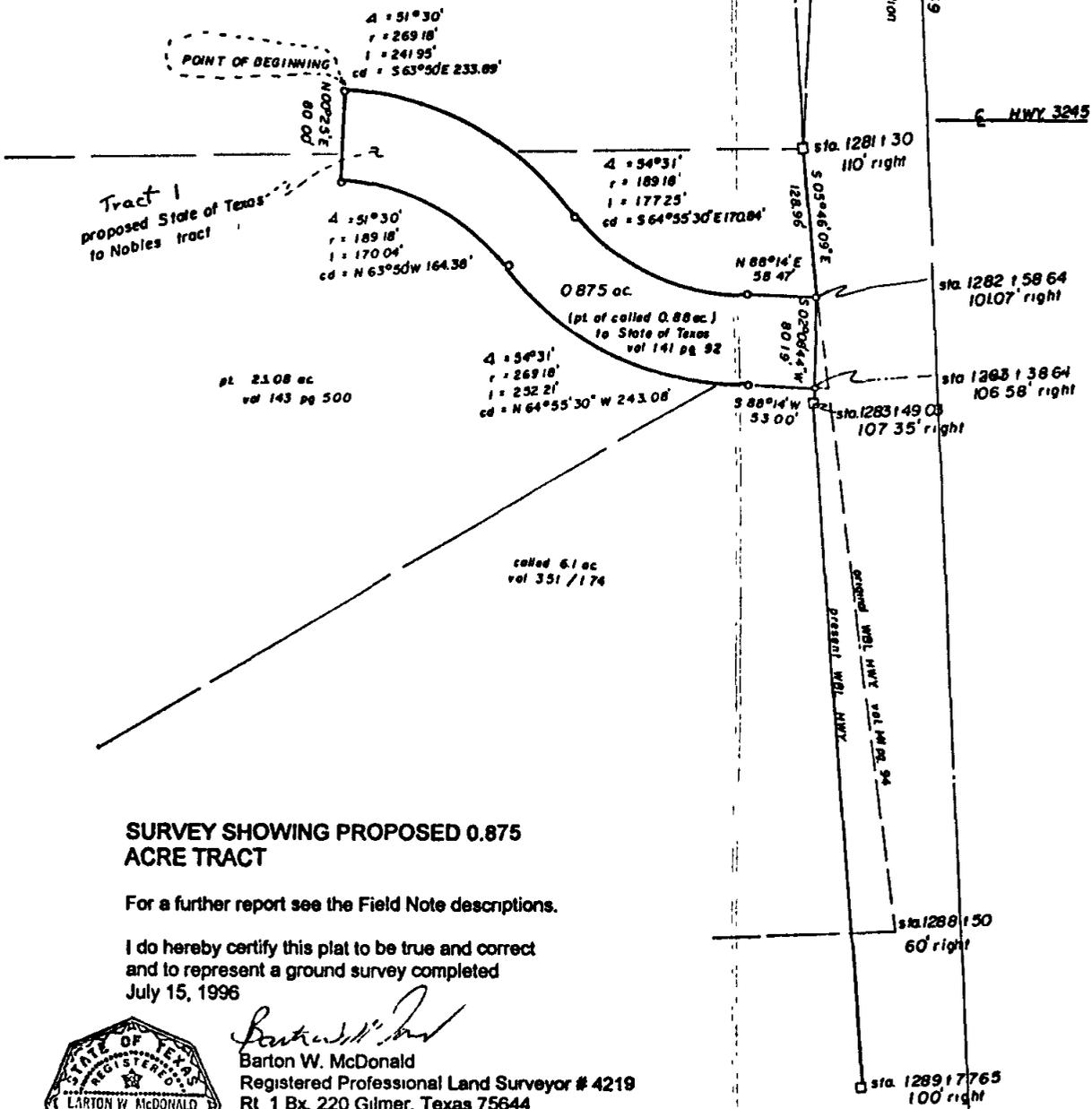
scale 1" = 100'
set 3/8 inch iron rod at all corners

called 65 2/7 ac
vol. 181 pg. 289

W.A. MCKEE SURVEY
A-329
UPSHUR COUNTY, TEXAS

Tract 2
proposed Nobles to
State of Texas tract

Tract 1
proposed State of Texas
to Nobles tract



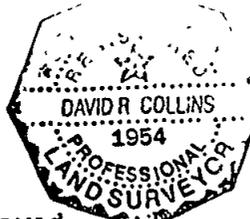
**SURVEY SHOWING PROPOSED 0.875
ACRE TRACT**

For a further report see the Field Note descriptions.

I do hereby certify this plat to be true and correct
and to represent a ground survey completed
July 15, 1996



Barton W. McDonald
Barton W. McDonald
Registered Professional Land Surveyor # 4219
Rt 1 Bx 220 Gilmer, Texas 75644
(903) 734-4255



VOL 419 PG 141A

COUNTY: UPSHUR
HIGHWAY: U.S. NO. 259
PROJECT LIMITS
FROM: FM 3245 S. OF DIANA
TO: 0.1 MI. N. OF FM 726
CSJ NO. 0392-02
ACCOUNT 8019-1-60

I, David R. Collins, Registered Professional Land Surveyor, do hereby certify that these field notes are true and correct according to a survey made by me, upon the ground.

David R. Collins, RPLS #1954
June 10, 1993

FIELD NOTES FOR PARCEL 19

All that certain 0.410 acre tract of land in the William A G. McKee Survey, A-329 in Upshur County, Texas, being part of the land described in Warranty Deed from J. G. London and wife, Nadine London to T. M. Nobles dated August 7, 1950 and recorded in Volume 181, Page 589 of the Deed Records of Upshur County, Texas, said 0.410 acre tract of land being more particularly described as follows:

COMMENCING at 5/8" iron rod found in the South line of Mallard Road for the Northeast corner of the tract of land described in Warranty Deed from T. M. Nobles and wife, Winnie Mae Nobles to Upshur Rural Electric Cooperative Corporation recorded in Volume 226, Page 357 of the Deed Records of Upshur County, Texas;

THENCE: S 88°52'54" E with the South line of Mallard Road, 199.31 feet to a concrete right-of-way marker set for the POINT OF BEGINNING on the proposed West right-of-way line of U.S. Highway No. 259 (U.S. 259), 260.00 feet at right angles, left from the survey centerline of U.S. 259, hereinafter referred to as the "survey centerline" at survey centerline station 116+71.75;

THENCE: S 88°52'54" E with the South line of Mallard Road, 192.90 feet to a 1/2" iron rod set in the existing West right-of-way line of U.S. 259;

THENCE: S 01°17'01" W with the existing West right-of-way line of U.S. 259, 535.09 feet to a bronze right-of-way marker set on the point of convergence of same with the proposed West right-of-way line of U.S. 259, 110.00 feet at right angles, left from survey centerline station 111+23.64;

THENCE: N 04°25'55" W with the proposed West right-of-way line of U.S. 259, 486.47 feet to a concrete right-of-way marker set 120.00 feet at right angles, left from survey centerline station 116+10;

THENCE: N 69°27'10" W with the proposed West right-of-way line of U.S. 259, 153.01 feet to the POINT OF BEGINNING and containing 0.410 of an acre of land, more or less.

EXHIBIT "A"

BARTON W McDONALD
Registered Professional Land Surveyor
Rt. 1 Box 220 Gilmer, Texas 75644
(903) 734-4255

FIELD NOTES

All that certain 0.875 acre tract of land situated in the W.A. MCKEE SURVEY A-329 of Upshur County, Texas and being part of a called 0.88 acre tract described in deed from G.W Mathis to the State of Texas dated August 27, 1940 and recorded in Volume 141 Page 92 of the Upshur County Deed Records, said tract being further described as follows;

BEGINNING at a 3/8 inch iron rod set at the Northwest corner of said called 0.88 acre tract and being 755.52 feet North and 982.53 feet East from the Southwest corner of said Mckee Survey and being the beginning of a curve to the right which has a central angle of 51° 30', a radius of 269.18 feet and a long chord which bears S 63° 50' E 233.88 feet,

THENCE Southeasterly around the curved North line of said called 0.88 acre tract an arc distance of 241.95 feet to a 3/8 inch iron rod set for the beginning of a curve to the left which has a central angle of 54° 31', a radius of 189.18 feet and a long chord which bears S 64° 55' 30" E 170.84 feet,

THENCE Southeasterly around the curved North line of said called 0.88 acre tract an arc distance of 177.25 feet to a 3/8 inch iron rod set at the end of said curve,

THENCE N 88° 14' E (bearing by solar observation) along the North line of said called 0.88 acre tract 58.47 feet to a 3/8 inch iron rod set for the Northeast corner of said 0.88 acre tract on the West line of Highway 259 and being 101.07 feet right from centerline station 1282 + 58.64 (centerline station based upon description Volume 141 Page 94),

THENCE S 02° 08' 44" W along the proposed West line of said highway 80.19 feet to a 3/8 inch iron rod set on the South line of said called 0.88 acre tract and being 106.58 feet right from centerline station 1283 + 38.64,

THENCE S 88° 14' W along the South line of said 0.88 acre tract 53.00 feet to a 3/8 inch iron rod set at the beginning of a tangent curve to the right which has a central angle of 54° 31', a radius of 269.18 feet and a long chord which bears N 64° 55' 30" W 243.08 feet,

THENCE Northwesterly around the curved South line of said 0.88 acre tract an arc distance of 252.21 feet to a 3/8 inch iron rod found for the beginning of a curve to the left, which has a central angle of 51° 30', a radius of 189.18 feet and a long chord which bears N 63° 50' W 164.38 feet,

THENCE Northwesterly around the curved South line of said 0.88 acre tract an arc distance of 170.04 feet to a 3/8 inch iron rod set at the Southwest corner of said 0.88 acre tract,

THENCE N 00° 25' E along the West line of said 0.88 acre tract 80.00 feet to the point of beginning and containing 0.875 of an acre of land

For a further report see plat of this survey

I do hereby certify these field notes to be true and correct and to represent a ground survey completed July 15, 1996.

Barton W. McDonald

Barton W. McDonald R P L S No 4219



The State of TEXas by and through the Texas Department of Highways now the Texas Department of Transportation, acquired land on August 27, 1940 in order to redirect a road around a hill for state highway 26 (now U. S. Highway 259). The property fronted an abandoned county road (later relocated as Mallard Road) and is now surplus for the needs of the Texas Department of Transportation.

Douglas R. Nobles who now owns the surrounding land has been discussing the possibility of acquiring this surplus land from the Texas Department of Transportation. The Department has plans to enlarge or rebuild parts of Highway 259 and need to acquire some additional right of way from Douglas R. Nobles at another location nearby.

Douglas R. Nobles and the Texas Department of Transportation have tentatively agreed on an exchange of land. To accomplish this exchange the Texas Department of Transportation needs a letter from the Upshur County Commissioners' Court stating that they have no objection to the exchange or to the department's disposition of the property or to the acquisition of the property by Douglas R. Nobles.

- 2. RENTAL TERM; NONASSIGNABILITY.** This rental for the Equipment shall continue for the number of months shown in the space above as the Initial Rental Term and shall end after you have fulfilled all of your obligations, including your obligations to pay each and every "Total Payment", as shown above; **YOU MAY NOT ASSIGN, TRANSFER, OR SUBLET ANY INTEREST IN THIS RENTAL AGREEMENT OR THE EQUIPMENT WITHOUT OUR PRIOR WRITTEN CONSENT.**
- 3. EQUIPMENT MAINTENANCE AGREEMENT.** If you have selected an EMA on Rental, you have entered into an Equipment Maintenance Agreement with us, and we agree to provide maintenance and emergency repair services on the Equipment, including new (or equivalent) parts required due to normal wear, during normal business hours. Additional hourly charges may be assessed for service performed outside normal business hours. Service and repairs due to negligence, misuse, external forces, loss of electrical power, power fluctuation, non Pitney Bowes Inc. service and the use of supplies not meeting the specifications of Pitney Bowes Inc. are excluded. Consumable supplies and rate program software for electronic scales are not included under the EMA.
- 4. SOFT-GUARD AGREEMENT.** If you have selected a SOFT-GUARD Agreement, you have subscribed to the SOFT-GUARD Rate Protection Plan with us, which provides up to six (6) qualified PROM or Disk replacements (media) over a twelve month period at no additional charge. The SOFT-GUARD Agreement covers the following types of events: (i) Postal or carrier rate increases or decreases, (ii) changes in service provided by carriers (e.g., required new report formats, or geographical expansions), and (iii) all Zip Code or zone changes. The following types of events are not covered by this SOFT-GUARD Agreement: (a) custom rate changes, (b) new classes of service offered by carriers, and (c) new PROMs or Disks (media) needed to establish a new home Zip code due to a change in equipment location.
- 5. SOFTWARE MAINTENANCE AGREEMENT (SMA).** If you have selected a Software Maintenance Agreement, SMA provides at no additional charge toll free telephone technical assistance relating to software programs and updated versions, i.e., fixes and minor enhancements (excluding postal or carrier rate changes) of the licensed program. If you are renting addressing products, the SMA provides Addressing Software Update subscriptions covering quarterly national and state updates to the Pitney Bowes national address directory, as well as required periodic and/or random software updates needed to comply with changes of United States Postal Service regulations or databases.
- 6. METER ON RENTAL.** If you have selected a Meter on Rental, you have entered into a Postage Meter Rental Agreement. Refer to your Postage Meter Rental Agreement for its terms and conditions. Notwithstanding anything contained herein, any meter(s) will at all times remain the property of Pitney Bowes Inc.
- 7. AUTOMATIC PROM REPLACEMENT.** If you have selected to receive Automatic PROM Replacement, embodying software or rate changes, they will be provided without further request from you. As to rates or software packages for which you have not requested automatic replacement, you shall receive notice when replacements become available, and may order replacements at that time. We do not undertake to provide replacement PROMs whenever there is a change in a carrier's service coverage. You agree to pay the then current list price for each PROM ordered for delivery with the Equipment or supplied under the above terms, except that there shall be no charge for the replacement PROMs issued within 90 days after the Equipment installation.
- 8. WARRANTIES.** We warrant the Equipment, PROM's and Software covered by this Rental Agreement (excluding consumable parts and supplies) to be free from defect in material, workmanship, or programming for 90 days following installation. If, during this time, you have any problems (not resulting from accident or misuse), we will repair or, at our option, replace any such defective item. PROM's and Software are programmed with rates and computation methods which may be specific to a carrier or regulated by a government agency. If such rates or methods are changed by the carrier or the agency within these 90 days, we will update or replace affected PROM's or Software to reflect current rates and methods. We will assume the obligations stated herein, only if you operate the Equipment, PROM's and Software in accordance with their published operating instructions, and only for the ordinary purposes for which they were designed. **THIS IS THE ONLY WARRANTY APPLICABLE TO THIS RENTAL AGREEMENT, THE EQUIPMENT, PROM'S AND SOFTWARE, AND IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY. REPAIR OR REPLACEMENT OF THE EQUIPMENT IS YOUR SOLE REMEDY FOR BREACH OF WARRANTY. NO RESPONSIBILITY IS ASSUMED BY US FOR ANY DAMAGES INCURRED BY REASON OF THE FAILURE OF THE EQUIPMENT, PROM'S OR SOFTWARE TO OPERATE AS INTENDED, INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.**
- 9. COMPUTATION OF TOTAL PAYMENT.** The amount of each Total Payment, as shown above, is based on the cost to us of purchasing the Equipment, inclusive of all related expenses, (plus any unpaid balances for amounts due and/or to become due from a previous lease(s), and/or rental(s), less any trade-in allowance), plus amounts due for additional services selected by you, such as Equipment Maintenance Agreement, SOFT-GUARD Agreement, Software Maintenance Agreement, and Meter Rental Agreement. You agree that we may increase the Total Payment as a result of any increases in taxes as outlined in Section 12 herein.
- 10. RENTER P.O.** If a purchase order is issued by you, none of its terms and conditions shall modify or supersede the terms and conditions of this Rental Agreement.
- 11. INSURANCE.** You shall provide, maintain, and pay for (a) insurance against loss or theft of or damage to the Equipment, for the full replacement value thereof, with loss payable to Pitney Bowes Inc. and (b) public liability and property damage insurance naming Pitney Bowes Inc. as an additional insured. No loss of or damage to the Equipment shall relieve you of your obligation to pay Total Payments or of any other obligation under this Rental Agreement.
- 12. TAXES; NO LIENS.** As we direct, you shall pay or reimburse us for all charges and taxes incurred by us which are based on or measured by this Rental Agreement, the billing or receiving of Total Payments, documentation relating to this Rental Agreement (including stamp taxes) and the sale, purchase, ownership, renting, value (including personal property type taxes), possession, or use of the Equipment, meters, or software and you shall reimburse us for all taxes and charges incurred by us as a result of doing business in the location where the Equipment is installed or your billing location. You shall keep the Equipment, meters, and software free and clear of all liens and encumbrances.
- 13. DEFAULT.** If you fail to pay when due any amount required herein or fail to perform any other obligation hereunder, we may, in addition to exercising any rights and remedies available to us at law or equity for breach of contract, terminate this Rental Agreement and accelerate and declare the entire amount of all Total Payments and other amounts due and to become due for the full unexpired term of this Rental Agreement to be immediately due and payable, and take possession of any or all items of Equipment, including meters. You will be responsible for all related damages and legal and other costs and expenses incurred by us in enforcing the provisions herein.
- 14. NOTICES.** Service of all notices under this Rental Agreement shall be sufficient if mailed, delivered by courier or facsimile transmission, to the recipient at its address on the reverse side hereof, or at such other address as each party may provide in writing from time to time. Such notice shall be effective when deposited in the United States mail, duly addressed and with postage prepaid.
- 15. REPRESENTATION, MISCELLANEOUS; RENTAL WAIVERS.** You warrant that you have been duly authorized by a Resolution of your Governing Body to execute and deliver this Rental Agreement and that all procedures have been met so that this Rental Agreement is enforceable. This Rental Agreement shall not be amended, or supplemented except by written agreement signed by the parties hereto and no provision can be waived except by our written consent. You agree that you will timely file a Form 8038-GC (or, as necessary, Form 8038-G), or any revised or renumbered form with the Internal Revenue Service in accordance with Section 149(e) of the Internal Revenue Code of 1986 (the "Code") and the Regulations thereunder, and you agree to appoint us as your Agent for the purpose of maintaining a book entry system as required by Section 149(a) of the Code. You certify and warrant to us that you are a public body, corporate and politic, and that any obligation arising out of this Rental Agreement constitutes an obligation issued on your behalf, within the meaning of Section 103 of the Code. You understand and agree that this Rental Agreement has been entered into by us on the assumption that any interest derived hereunder shall qualify for exemption from Federal income taxes under Section 103(a) of the Code. If for any reason, any interest derived hereunder is determined not to be excludable from our income in accordance with Section 103(a) of the Code, your Total Payment shall be adjusted in an amount sufficient to maintain our original after tax yield utilizing our consolidated marginal tax rate.
- 16. TITLE; SECURITY AGREEMENT; PERSONAL PROPERTY.** Unless you have requested us to retain title to the Equipment, for the Initial Rental Term only, by checking the Additional Services box for "Renter Retain Title", title to the Equipment (excluding any meter(s) which at all times remain our property) shall pass to you upon installation. However, you and we agree that title shall automatically revert to us in the event of default, or non-appropriation as permitted herein. If you have not requested us to retain title to the Equipment, you grant to us, as the Secured Party, a security interest in the Equipment and all additions, attachments, accessions, and substitutions thereto (excluding any meter(s) to which you do not hold title). The Equipment shall remain personal property and not realty.
- 17. SURRENDER.** Upon demand by us made pursuant to a default or non-appropriation as described herein, you, at your expense, shall return all Equipment by delivering it to us in the same condition as when delivered to you, reasonable wear and tear excepted, to such place or on board such carrier, packed for shipping as we may specify.

RECEIVED JUL 19 1996

VOL 46 PG 424

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT #1

DATE 7-16-96

FILED
REX A. SHAW
COUNTY CLERK
96 JUL 22 11 11 10
UPS HUR COUNTY TEXAS

Formal notice is hereby given that Goldston Oil Co.
principal address is P.O. Box 570365, Houston, Tx 77257-0365 does hereby propose
to place a pipeline (bore) within the ROW of County Road

Bluebird. 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 immediately, 19____.

I, Welton Smith, hereby attest that I have read the
conditions set forth in this application and understand it's
contents. NAME Welton Smith TITLE Production Manager

713-785-8217

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 July 19, 1996,
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 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.

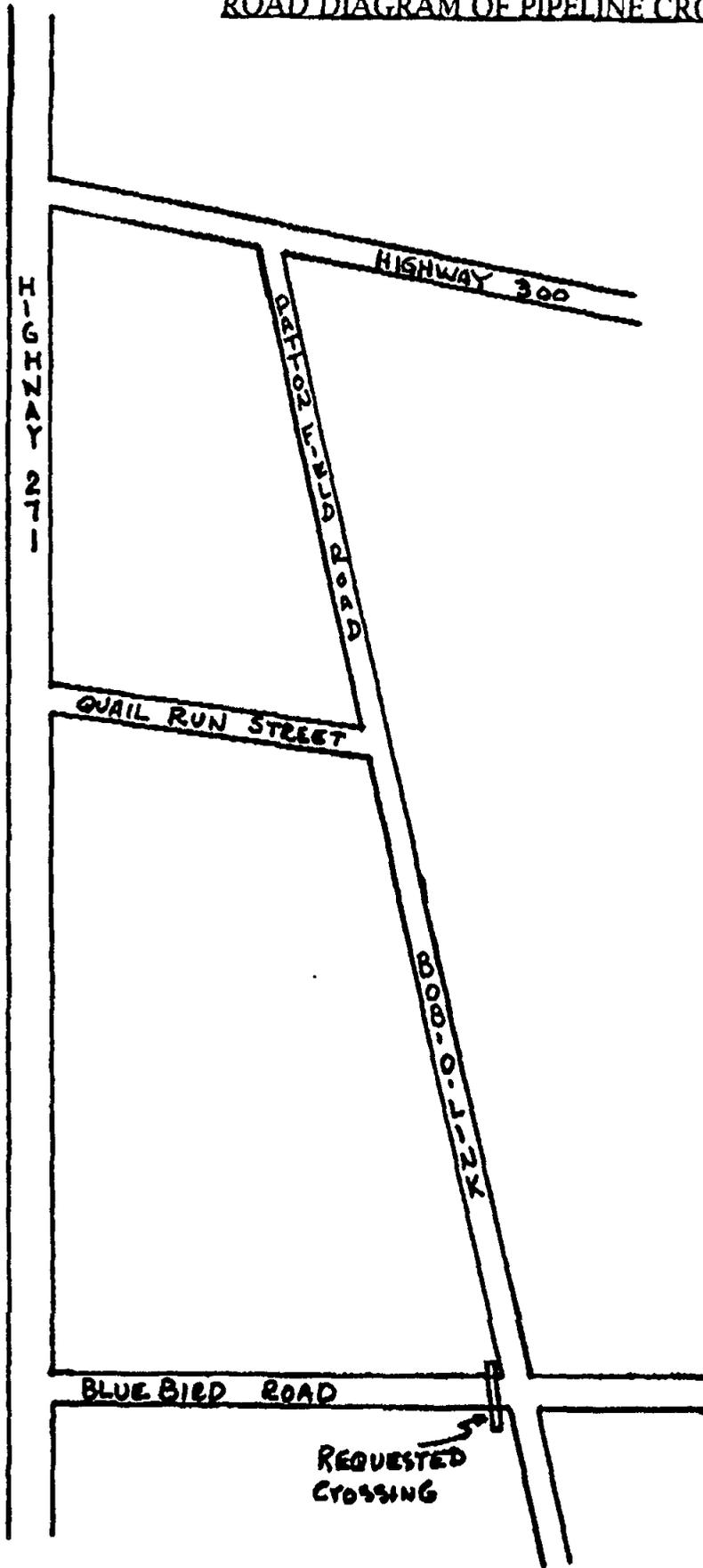
All work on the County right of way shall be performed in
accordance with the Commissioners Court intructions. The
installation shall not damage any part of the roadway and adequate
provisions must be made to cause minimum inconvenience to traffic
and adjacent owners. Specifications for placing this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

FAX		DATE	# PGS
TO	<u>Mr. Smith</u>		
CC	<u>903 FAX# 43-54 9-2</u>		
FROM	<u>Mary Rose</u>		
			EVERY FX 10

ROAD DIAGRAM OF PIPELINE CROSSING

VOL. 110 PG. 105



FILED
 REX A. SHAW
 COUNTY CLERK
 96 JUL 22 AM 11:10
 UPSHUR COUNTY, TX.
 BY _____
 DEPUTY

NO SCALE

Bored crossing of County road with a 14" conduit; .28" wall, 41.21 lb/ft containing:

- A. 2-3/8" OD schedule 40 seamless steel pipeline with 0.154 wall, 3.65 DRL PEB, X-42 grade B, coated and wrapped to TGF-3 specifications, operating at 1400 psi.
- B. 2-3/8" OD schedule 40 seamless steel pipeline with 0.154" wall, 3.65 lb/ft grade B, coated and wrapped to TGF-3 specifications, operating at 1400 psi.
- C. 2" OD Star 2000" fiberglass pipeline with .333" wall, 2.05 lb/ft, operating at 500 psi.

SPECIAL ROAD USE AGREEMENT CONTRACT

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. 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) STAG 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. 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 1122, GILMER, TEXAS 75644
Address
Tel. No: 843-2457 Date: 7-16-96

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

*(Good for 90 days from date requested)

Date _____
BY _____
UPSHUR COUNTY, TX.
96 JUL 22 AM 11:11
FILED
REX A SHAW
COUNTY CLERK
FIRST PARTY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR §

The undersigned E & S TIMBER 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) ORANGE AND LEMON RDS.

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

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

James Briggfellow
First Party Signature
RT. 1 BOX 173 C HARLETON, TX 75651
Address
Tel. No 903-777-2456 Date: 7-9-96

Chal F. Smith County Judge
Gaddis Linder Commissioner #1
Tommy Stewart Commissioner #2
David Roy Commissioner #3
Chas. J. Dyer Commissioner #4

*(Good for 90 days from date requested)

Date

FILED
REX A SHAW
COUNTY CLERK
96 JUL 22 AM 11:11
UPSHUR COUNTY, TX.
DEPUTY

VOL 149 PG 107

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT #1

DATE 7-12-96

Formal notice is hereby given that ETEX TELEPHONE CORP. whose principal address is P.O. BOX 130, GILMER, TX 75644 does hereby propose to place a CABLE within the ROW of County Road PHEASANT TRAIL. 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 David Myer TITLE RIGHT OF WAY SURVEYOR

797-2717

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 JUL 22 11:11:10
UPS HUR COUNTY, TX

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT #4

DATE 7-8-96

Formal notice is hereby given that JAMES THOMAS whose principal address is RT. 4 BOX 478, GILMER, TX 75644 does hereby propose to place a CULVERT within the ROW of County Road MAGNOLIA 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 Thomas TITLE _____

725-7686

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 JUL 22 AM 11:10
UPSHER COUNTY TX
BY _____

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 430

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 12

DATE 7-18-96

Formal notice is hereby given that DIANA WATER SUPPLY whose
principal address is P.O. BOX 74, DIANA, TX. 75640 does hereby propose

to place a CULVERT within the ROW of County Road
MYRTLE. 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 19th
day of July, 1996.

I, Susan Whitfield, hereby attest that I have read the
conditions set forth in this application and understand it's
contents. NAME Susan Whitfield TITLE Secretary, DWSC

PHONE # X

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 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.

FILED
REX A. SHAW
COUNTY CLERK
96 JUL 22 AM 11:11
UPSHUR COUNTY, TEXAS

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.

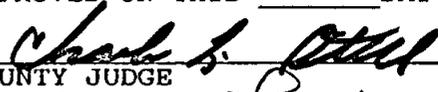
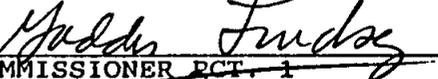
10. Where evidence is presented indicating the impracticability of boring or tunnelling, the Commissioners Court may grant permission to cut the surface no wider than 4 inches. In the event a cut is permitted the following conditions will govern: (a) Excavation areas are to be filled and packed with 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 _____, 19____

 _____ COUNTY JUDGE	 _____ COMMISSIONER PCT. 3
 _____ COMMISSIONER PCT. 1	 _____ COMMISSIONER PCT. 4
 _____ COMMISSIONER PCT. 2	

SPECIAL ROAD USE AGREEMENT CONTRACT

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) _____

BOB-O-LINK AND BLUEBIRD

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.

Keller Hunt
First Party Signature

Chas. E. Kelly
County Judge

P.O. BOX 1122 GILMER, TEXAS 75644
Address

Yaddie Lueders
Commissioner #1

Tel. No: 843-2457 Date: 7-9-96

Tommy Stanley
Commissioner #2

Don D. Royal
Commissioner #3

Chas. E. Kelly
Commissioner #4

*(Good for 90 days from date requested)

Date

FILED
REX A. SHAW
COUNTY CLERK
96 JUL 22 AM 11:10
UPSHUR COUNTY, TX.
BY _____
OFFICE

SPECIAL ROAD USE AGREEMENT CONTRACT

VOL 440 PG 433

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned BAYOU STATE 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) LAVENDER 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.

Greg Johnson
First Party Signature

Charles Hill
County Judge

1434 HAWN AVE. SUITE 2, P.O. BOX 7195 SHREVEPORT, LA 71137
Address

Walter Lundy
Commissioner #1

Tel. No: 318-226-8549 Date: 7-9-96

Jimmy Stanley
Commissioner #2

Alan Ryz
Commissioner #3

Chas Hill
Commissioner #4

*(Good for 90 days from date requested)

Date

FILED
REX A. SHAW
COUNTY CLERK
96 JUL 22 AM 11:10
UPSHER COUNTY, TX.
BY _____
DEPUTY

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. 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) _____
ALMOND 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.

Robert Holman
First Party Signature
P.O. BOX 520, NAPLES, TX. 75568
Address
Tel. No: 903-897-5095 Date: 7-8-96

Charles B. Bell County Judge
Godwin Lindsey Commissioner 1
Jerry Stanley Commissioner 2
David Lee Commissioner 3
John P. ... Commissioner 4

*(Good for 90 days from date requested)

Date _____
BY _____
UPSHUR COUNTY, TX.
DEPUTY
FILED
REX A. SHAW
COUNTY CLERK
96 JUL 22 AM 11:11

RECEIVED JUL 19 1996

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT #1

DATE 7-16-96

Formal notice is hereby given that Goldston Oil Co. whose principal address is X P.O. Box 570365, Houston, Tx 77257-0365 does hereby propose to place a pipeline (bore) within the ROW of County Road Bluebird. 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 immediately, 19____.

I, Welton Smith, hereby attest that I have read the conditions set forth in this application and understand it's contents. NAME X [Signature] TITLE Production Manager

713-785-8217

Welton Smith

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 July 19, 1996, except as noted below:

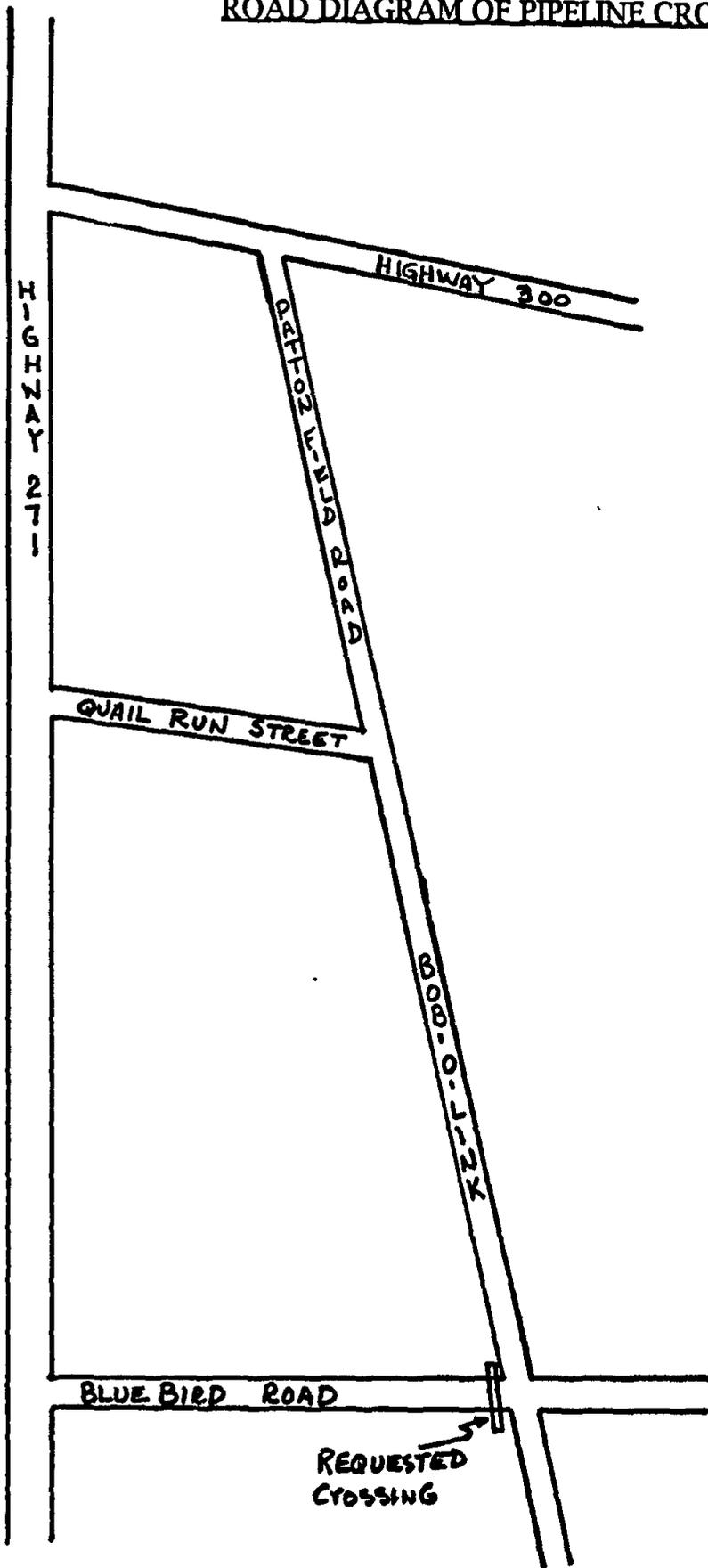
It is expressly understood that the Upshur County Commissioners Court does not purport, hereby, to grant any right, claim, title, or easement in or upon this county road; it is further understood that in the future should for any reason Upshur County need to work, improve, relocate, widen, increase, 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 JUL 22 AM 11:11
UPSHUR COUNTY TX

ROAD DIAGRAM OF PIPELINE CROSSING



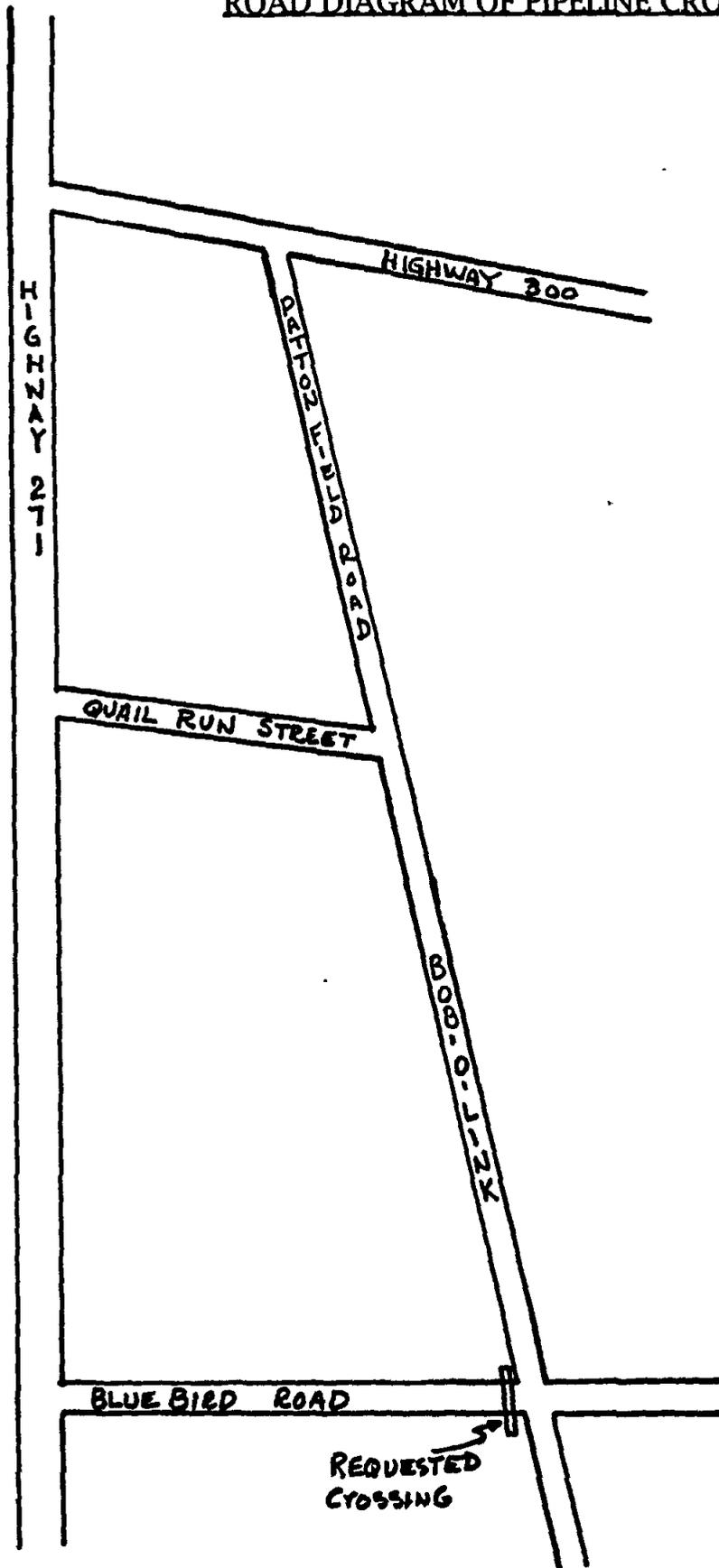
FILED
 REX A. SHAW
 COUNTY CLERK
 96 JUL 22 AM 11:11
 UPSHAW COUNTY, TX.
 BY _____ DEPUTY

NO SCALE

Bored crossing of County road with a 14" conduit; .28" wall, 41.21 lb/ft containing:

- A. 2-3/8" OD schedule 40 seamless steel pipeline with 0.154 wall, 3.65 DRL PEB, X-42 grade B, coated and wrapped to TGF-3 specifications, operating at 1400 psi.
- B. 2-3/8" OD schedule 40 seamless steel pipeline with 0.154" wall, 3.65 lb/ft grade B, coated and wrapped to TGF-3 specifications, operating at 1400 psi.
- C. 2" OD Star 2000" fiberglass pipeline with .333" wall, 2.05 lb/ft, operating at 500 psi.

ROAD DIAGRAM OF PIPELINE CROSSING



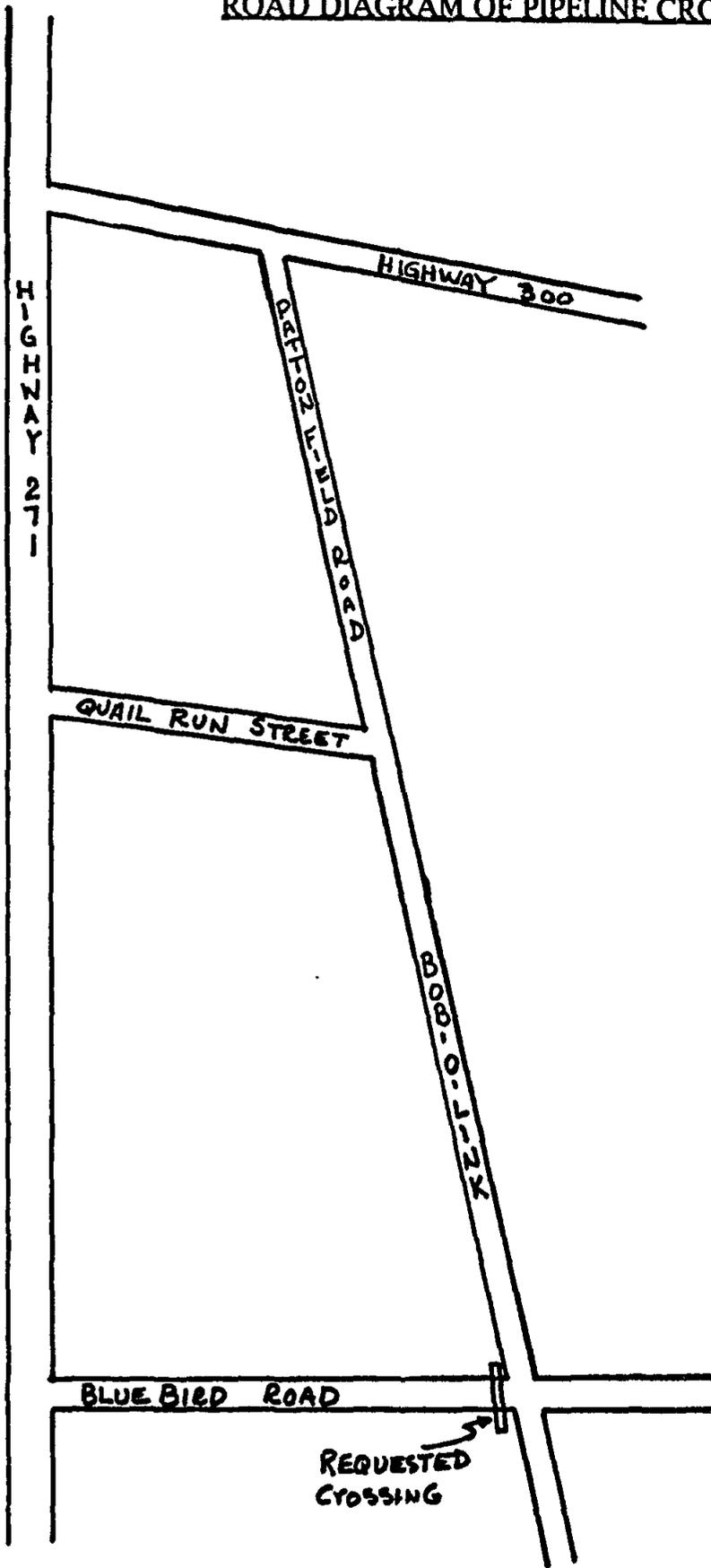
FILED
REX A. SHANK
COUNTY CLERK
96 JUL 22 AM 11:11
UPSHUR COUNTY, TX.
BY _____
PROPERTY

NO SCALE

Bored crossing of County road with a 14" conduit; .28" wall, 41.21 lb/ft containing:

- A. 2-3/8" OD schedule 40 seamless steel pipeline with 0.154 wall, 3.65 DRL PEB, X-42 grade B, coated and wrapped to TGF-3 specifications, operating at 1400 psi.
- B. 2-3/8" OD schedule 40 seamless steel pipeline with 0.154" wall, 3.65 lb/ft grade B, coated and wrapped to TGF-3 specifications, operating at 1400 psi.
- C. 2" OD Star 2000" fiberglass pipeline with .333" wall, 2.05 lb/ft, operating at 500 psi.

ROAD DIAGRAM OF PIPELINE CROSSING



FILED
REX A. SHAW
COUNTY CLERK
UPSHUR COUNTY, TX.
96 JUL 22 AM 11:11
NOT SCALE
BY _____ DEPUTY

Bored crossing of County road with a 14" conduit; .28" wall, 41.21 lb/ft containing:

- A. 2-3/8" OD schedule 40 seamless steel pipeline with 0.154 wall, 3.65 DRL PEB, X-42 grade B, coated and wrapped to TGF-3 specifications, operating at 1400 psi.
- B. 2-3/8" OD schedule 40 seamless steel pipeline with 0.154" wall, 3.65 lb/ft grade B, coated and wrapped to TGF-3 specifications, operating at 1400 psi.
- C. 2" OD Star 2000" fiberglass pipeline with .333" wall, 2.05 lb/ft, operating at 500 psi.

Date: 7-22-96COMMISSIONER COURT
ATTENDANCE SHEET

Name	City of Residence
Jean Small	Gilmer
Joyce Morrison	Gilmer
Marion Darden	Gilmer
Marjorie Patterson	Gilmer
Daisy Pater	Gilmer
Peterson Stoll	Gilmer
Arnette Breggale	Gilmer
James Richard	St 7
Col Arnold	Gilmer
Betty Fin	Gilmer
George Houshman	Miner
Mary Lee David	Gilmer
Lyn Potts	Dee City
John Lewis (Barbara) Shellen	Gilmer
Blondy	"
Sara Thomas	Gilmer
Mary Harris	Gilmer
Sarah Dreene	Gilmer
LeAnn Stecker	Gilmer
Dona Dizzo	Gilmer
Mike Small	County
Buck Crow	Gilmer

