

NOTICE OF MEETING  
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS  
MONDAY, AUGUST 26, 1996, 9:00 AM, SPECIAL SESSION  
UPSHUR COUNTY COURTHOUSE, THIRD FLOOR

AGENDA

1. Approve the minutes of the previous meeting.
2. Consider any budget amendments and take appropriate action.
3. Consider approval of accounts payable and take appropriate action.
4. Consider approval of payroll changes.
5. Accept financial statement.
6. Accept for recording the Order from District Judge Lauren Parish setting the salaries for the County Auditor, Assistant Auditor and Court Reporter.
7. Approve Veteran Service Officer, Mike Loyd, attending a meeting in San Antonio Sept. 16-20, 1996.
8. Hear George Houseman from Long Distance Savers.
9. Approve appointment of Joel Bullock as Deputy Constable for Onie Holt.
10. Approve appointment of Larry Sewell as Deputy Constable for Cloddie Henson.
11. Discuss the request from TxDOT for fencing on Hwy. 300 and take action if necessary.
12. Discuss request from Bubba DeBerry of the Upshur County Fire District for County assistance with their 96-97 budget.
13. Hear Robert Cromley or Buck Cross concerning 911 mapping program and take necessary action.
14. Hear a presentation from Bill Kelly regarding the County insurance program and possible consideration for change.
15. Refer to Commissioners Court Minutes of 8-12-96, Item 6, and rescind action taken. (Purchase of vehicles for CSCD Department.)
16. Discuss and take action on sign making for other entities.
17. Address any changes to polling places or election judges.
18. Discuss the legality of the County assisting with a road project for Economic Development in Big Sandy.
19. Approve applications for use of Upshur County roads and right of way.

*Charles L. Still*

Charles L. Still  
County Judge

FILED  
 REX...  
 96 AUG 22 PM 1:14  
 UPSHUR COUNTY, TX  
 BY \_\_\_\_\_  
 CLERK

72 hour notice 8-22-96  
(In accordance with Title III of the Americans with Disabilities Act, we invite all attendees to advise us of any special accommodations due to disability. Please submit your request as far as possible in advance of the meeting you wish to attend)

UPSHUR COUNTY COMMISSIONER'S COURT  
8-26-1996

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 8-12-1996. MOTION CARRIED.
2. MOTION BY DAVID LOYD SECONDED BY KENNEY THOMPSON TO APPROVE BUDGET AMENDMENTS SUBMITTED BY COUNTY AUDITOR. MOTION CARRIED. COPY OF BUDGET AMENDMENTS ATTACHED.
3. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO APPROVE PAYMENT OF BILLS NOW DUE EXCLUDING BILL SUBMITTED BY CONSTABLE CLODDIE HENSEN. MOTION CARRIED. COPY ATTACHED.
4. THERE WERE NO PAYROLL CHANGES.
5. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO APPROVE FINANCIAL STATEMENTS SUBMITTED BY COUNTY AUDITOR. MOTION CARRIED. COPY ON FILE IN COUNTY CLERK'S OFFICE.
6. MOTION BY KENNEY THOMPSON SECONDED BY DAVID LOYD TO APPROVE ACCEPTING FOR RECORDING PURPOSES ONLY, ORDER FROM DISTRICT JUDGE LAUREN PARISH SETTING THE SALARIES FOR THE COUNTY AUDITOR, ASSISTANT AUDITOR AND COURT REPORTER. MOTION CARRIED. COPY OF ORDER AND NUNC PRO TUNC ORDER ATTACHED.
7. MOTION BY DAVID LOYD SECONDED BY KENNEY THOMPSON TO APPROVE VETERAN SERVICE OFFICER MIKE LOYD ATTENDING A MEETING IN SAN ANTONIO ON SEPTEMBER 16-20, 1996. MOTION CARRIED.
8. NO ACTION TAKEN ON AGENDA ITEM CONCERNING GEORGE HOUSEMAN FROM LONG DISTANCE SAVERS. MR. HOUSEMAN WAS NOT PRESENT AT MEETING.
9. MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO APPROVE APPOINTMENT OF JOEL BULLOCK AS RESERVE DEPUTY CONSTABLE FOR ONIE HOLT, CONSTABLE OF PCT. 1. MOTION CARRIED. COPY ATTACHED.
10. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO APPROVE APPOINTMENT OF LARRY SEWELL AS DEPUTY CONSTABLE FOR CLODDIE HENSON, CONSTABLE OF PCT. 4. MOTION CARRIED.
11. MOTION BY GADDIS LINDSEY SECONDED BY DAVID LOYD TO APPROVE AUTHORIZING COUNTY JUDGE TO CONSTRUCT AGREEMENT BETWEEN UPSHUR COUNTY AND JOHN D. WOOLF CONCERNING FENCING ON HWY 300. MOTION CARRIED. COPY OF LETTER FROM TXDOT ATTACHED.

12. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO APPROVE TABLING ANY ACTION CONCERNING REQUEST FROM BUBBA DEBERRY OF THE UPSHUR COUNTY FIRE DISTRICT FOR COUNTY ASSISTANCE WITH THEIR 96-97 BUDGET. ACTION WILL BE TAKEN ON THE MEETING OF SEPTEMBER 3, 1996. MOTION CARRIED.

13. MOTION BY KENNEY THOMPSON SECONDED BY GADDIS LINDSEY TO APPROVE REQUEST OF LT.. ROBERT CROMLEY, 9-1-1 COORDINATOR, TO HAVE THE ADVISORY COMMISSION ON STATE EMERGENCY COMMUNICATIONS FORMALLY LOOK INTO THE 911 PROJECT AND REPORT BACK TO THE COMMISSIONERS COURT ON THEIR FINDINGS AND WHAT WILL NEED TO BE DONE IN THE FUTURE. MOTION CARRIED. COPIES ATTACHED.

14. AFTER LENGTHY DISCUSSION BETWEEN BILL KELLEY, COMMISSIONER COURT AND COUNTY TREASURER CONCERNING COUNTY INSURANCE, MOTION BY DAVID LOYD SECONDED BY KENNEY THOMPSON TO ALLOW ANYONE INTERESTED TO PREPARE A PROPOSAL AND COMPARE THE PROPOSAL TO THE COST THE COUNTY WAS CURRENTLY INCURRING ON INSURANCE. ALSO IN THIS MOTION COMMISSIONER LOYD STATED THAT THE COUNTY HAD NO LIABILITY TO MOVE ON THE PROPOSALS. MOTION CARRIED.

15. MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO RESCIND ACTION TAKEN ON 8-12-1996 (VOLUME 46 PAGE 480 OF THE COMMISSIONER'S COURT MINUTES, ITEM #6) CONCERNING THE PURCHASE OF VEHICLES FOR CSCD DEPARTMENT. MOTION CARRIED. MEMO FROM DISTRICT ATTORNEY, TIM CONE, CONCERNING MEMORANDUM OF AGREEMENT BETWEEN UPSHUR COUNTY AND CSCD ATTACHED.

16. SHERIFF BUCK CROSS MET WITH COURT TO DISCUSS HIS OFFICE MAKING SIGNS (WITH COUNTY OWNED SIGN MAKING MACHINE) FOR DIFFERENT ENTITIES. SHERIFF CROSS STATED HE DID NOT MIND MAKING THE SIGNS AS LONG AS EITHER HE OR HIS STAFF HAD THE TIME AND THE ENTITY REQUESTING THE SIGN FURNISHED MATERIALS. HOWEVER, SHERIFF CROSS STATED THAT HE FELT HE DID NOT HAVE TIME TO COME TO COURT TO REQUEST PERMISSION EACH TIME A REQUEST WAS ASKED. MOTION BY KENNEY THOMPSON SECONDED BY DAVID LOYD TO APPROVE GIVING SHERIFF BUCK CROSS THE AUTHORITY TO MAKE SIGNS FOR ANY ENTITY WITHOUT PERMISSION FROM COMMISSIONER'S COURT. MOTION CARRIED.

17. MOTION BY GADDIS LINDSEY SECONDED BY KENNEY THOMPSON TO APPROVE THE FOLLOWING NEW POLLING PLACES FOR 1996-1997 AND ALSO THE RULES THAT GLENWOOD REQUESTED ELECTION WORKERS ABIDE BY:

- ROSEWOOD BAPTIST CHURCH (FELLOWSHIP HALL) PCT. 19
- SIMPSONVILLE FIRE STATION PCT. 17
- GLENWOOD FIRST BAPTIST CHURCH (FELLOWSHIP HALL) PCT. 5

RULES SET BY GLENWOOD FIRST BAPTIST CHURCH:

1. NO SMOKING OR DRINKING ON GROUNDS OR BUILDING
2. NO SIGN ON CHURCH PROPERTY
3. ALL PARTS OF THE BUILDING EXCEPT THE FELLOWSHIP HALL FOR VOTING, THE BATHROOMS AND THE KITCHEN FOR JUDGES ONLY ARE OFF LIMITS .

MOTION BY KENNEY THOMPSON SECONDED BY GADDIS LINDSEY TO APPROVE LIST OF ELECTION JUDGES SUBMITTED BY MIKE SMITH, VOTER REGISTRAR. MOTION CARRIED. COPY OF LIST ATTACHED.

18. MOTION BY DAVID LOYD SECONDED BY KENNEY THOMPSON TO TABLE ACTION CONCERNING COUNTY ASSISTING WITH BUILDING A ROAD ON PROPERTY OWNED BY BIG SANDY ECONOMIC DEVELOPMENT CORPORATION. ACTION WILL BE TAKEN ON 8-30-1996. MOTION CARRIED. MOTION BY DAVID LOYD SECONDED BY KENNEY THOMPSON SECONDED BY APPROVE PLACING INTO MINUTES FOR MATTER OF RECORD ONLY, MEMO FROM DISTRICT ATTORNEY CONCERNING BUILDING OF A ROAD FOR BIG SANDY ECONOMIC DEVELOPMENT COOPERATION. MOTION CARRIED. COPY OF MEMO ATTACHED.

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

PERMIT APPLICATION SUBMITTED BY BRAD WILLIAMSON TO INSTALL A CULVERT IN ROW OF WILLOW OAK ROAD.

PERMIT APPLICATION SUBMITTED BY NOEL WEATHERBY TO INSTALL A CULVERT IN ROW OF HORSE TRAIL.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY WEYERHAEUSER TO HAUL LOGS ON SILVER MAPLE AND PECAN.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY TUTT LOGGING TO HAUL LOGS ON TULIP, SUMAC, RED CLOVER AND POINSETTA.

APPLICATION FOR FILLING ABANDONED WELL SUBMITTED BY CHARLES AND BARBARA MCLARER. WELL IS LOCATED ON FM 2796 IN COX COMMUNITY.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY OXY U.S.A. TO HAUL HEAVY EQUIPMENT ON PHEASANT TRAIL.

PERMIT APPLICATION SUBMITTED BY J & H PLANT CONSTRUCTION, INC. TO INSTALL A PIPELINE STURROCK, BOB-O-LINK AND PELICAN.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY SCULL TIMBER COMPANY TO HAUL LOGS ON SHATTLES ROAD.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY MATCO LOGGING TO HAUL LOGS ON SUMAC.

PERMIT APPLICATION SUBMITTED BY JAMES E. HYDEN TO INSTALL A CULVERT ON BOI'D'ARC IN DIANA ESTATES.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY TUCKER BROTHERS TO HAUL LOGS ON MARTIN AND MOCKINGBIRD.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY SOUTHERN LAND AND TIMBER TO HAUL LOGS ON WHITE CEDAR, WHITE OAK AND LOCUST.

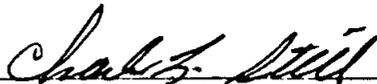
PERMIT APPLICATION SUBMITTED BY JOHN IRWIN TO INSTALL A CULVERT IN ROW OF ASTER ROAD.

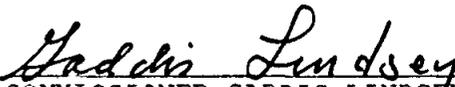
MOTION CARRIED ON ALL THE ABOVE. COPIES OF ALL ATTACHED.

MOTION BY KENNEY THOMPSON SECONDED BY DAVID LOYD TO APPROVE PLACING INTO MINUTES FOR RECORDING PURPOSES ONLY MINUTES ON PUBLIC HEARING HELD 8-21-1996. MOTION CARRIED. COPY ATTACHED.

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

ATTENDANCE PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.

  
\_\_\_\_\_  
JUDGE CHARLES STILL.

  
\_\_\_\_\_  
COMMISSIONER GADDIS LINDSEY

  
\_\_\_\_\_  
COMMISSIONER TOMMY STANLEY

  
\_\_\_\_\_  
COMMISSIONER DAVID LOYD

  
\_\_\_\_\_  
COMMISSIONER CHARLES (KENNEY) THOMPSON

UPSHUR COUNTY  
BUDGET AMENDMENTS

The following budget amendments were approved this the 26<sup>th</sup>  
day of August, 1996.

Charles Still  
Charles Still, County Judge

Gaddis Lindsey, Comm. Pct. 1

Tommy Stanley, Comm. Pct. 2

David Loyd  
David Loyd, Comm. Pct. 3

Kenny Thompson  
Kenny Thompson, Comm. Pct. 4

FILED  
REC'D  
96 AUG 26 AM 10:58  
CLERK OF COURTS  
IN \_\_\_\_\_

BUDGET AMENDMENT

LINE ITEM TRANSFER:

DATE: 8-26-96

Honorable commissioners count of Upshur County:

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

From:	FUND	DEPT.	ACCOUNT	AMOUNT
	10	409	4955	6000
To:	10	409	4495	6000

REASON:

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Approved Commissioners Court

\_\_\_\_\_  
Attest County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

DATE: 8-26-96

Honorable commissioners count of Upshur County:

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

From:	FUND	DEPT.	ACCOUNT	AMOUNT
	10	435	4125	4462
			4145	1200
To:	10	435	4110	5662

REASON:

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Approved Commissioners Court

\_\_\_\_\_  
Attest County Clerk

BUDGET AMENDMENT

DATE: 8-26-96

Honorable commissioners count of Upshur County:

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

From:	FUND	DEPT.	ACCOUNT	AMOUNT
	<u>AF</u>		<del>3380</del>	<del>107</del>
			<del>4230</del>	<del>334</del>
			<del>4480</del>	<del>35</del>
To:	10	450	3010	875

REASON:

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Approved Commissioners Court

\_\_\_\_\_  
Attest County Clerk

BUDGET AMEUREMENT

LINE ITEM TRANSFER:

DATE: 8-26-96

Honorable commissioners count of Upshur County:

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

From:	FUND	DEPT.	ACCOUNT	AMOUNT
	10	451	3030	100
To:	10	451	3010	100

REASON:

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Approved Commissioners Court

\_\_\_\_\_  
Attest County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

DATE: 8-26-96

Honorable commissioners count of Upshur County:

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

From.	FUND	DEPT.	ACCOUNT	AMOUNT	
	10	476	4135	200	
			4600	24	
To:	10	476	3095	200	★
			4145	1000	
			4502	25	

REASON:

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Approved Commissioners Court

\_\_\_\_\_  
Attest County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

DATE: 8-26-96

Honorable commissioners count of Upshur County:

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

From:	FUND	DEPT.	ACCOUNT	AMOUNT
	10	495	5400	600
			4230	153
To:	10	495	2300	753

REASON:

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Approved Commissioners Court

\_\_\_\_\_  
Attest County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

DATE: 8-26-96

Honorable commissioners count of Upshur County:

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

From:	FUND	DEPT.	ACCOUNT	AMOUNT
	10	499	2450	80
To:	10	499	3010	80

REASON:

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Approved Commissioners Court

\_\_\_\_\_  
Attest County Clerk

**BUDGET AMENDMENT**

**LINE ITEM TRANSFER:**

**DATE:** 8-26-96

Honorable commissioners count of Upshur County:

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

From:	FUND	DEPT.	ACCOUNT	AMOUNT
	10	510	4300	2500
			3390	400
To:	10	510	3380	200
			3460	100
			3480	100
			4310	2500

REASON:

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Approved Commissioners Court

\_\_\_\_\_  
Attest County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

DATE: 8-26-96

Honorable commissioners count of Upshur County:

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

From:	FUND	DEPT.	ACCOUNT	AMOUNT
	10	500	4185	50
			4625	300
To:	10	560	4230	50
			4470	100
			4480	200

REASON:

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Approved Commissioners Court

\_\_\_\_\_  
Attest County Clerk

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BUDGET AMENDMENT

LINE ITEM TRANSFER:

DATE: 8-26-96

Honorable commissioners count of Upshur County:

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

From:	FUND	DEPT.	ACCOUNT	AMOUNT
	10	565	3120	100
To:	10	565	3115	100

REASON:

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Approved Commissioners Court

\_\_\_\_\_  
Attest County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

DATE: 8-26-96

Honorable commissioners count of Upshur County:

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

From:	FUND	DEPT.	ACCOUNT	AMOUNT
	10	570	4495	75
To:	10	570	5200	75

REASON.

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Approved Commissioners Court

\_\_\_\_\_  
Attest County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

DATE: 8-26-96

Honorable commissioners count of Upshur County:

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

From:	FUND	DEPT.	ACCOUNT	AMOUNT
	10	665	3010	137
To:	10	665	450a	137

REASON:

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Approved Commissioners Court

\_\_\_\_\_  
Attest County Clerk

BUDGET AMENDEMENT

LINE ITEM TRANSFER:

DATE: 8-26-96

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	1200	3000
		- Reserve -		84,192
To:	16	612	1300	< 3000
			2450	<del>2500</del>
			3110	2
			3220	590
			3220	1000
			3220	100
REASON:			3340	80,000 - 2

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Approved Commissioners Court

\_\_\_\_\_  
Attest County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

DATE: 8-26-96

Honorable commissioners count of Upshur County:

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

From:	FUND	DEPT.	ACCOUNT	AMOUNT
	17	613	5500	10,000
			5675	5,000
			5750	1,000
		<i>Resume</i>	100,000	
To:	17	613	1200	20,000
			2450	1,500
			2300	1,600
			3220	500
REASON:			3340	100,000 - ?
			3380	100

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Approved Commissioners Court

\_\_\_\_\_  
Attest County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

DATE: 8-20-96

Honorable commissioners count of Upshur County:

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

From:	FUND	DEPT.	ACCOUNT	AMOUNT
	10	497	3030	500.00
To:	10	497	4502	500.00

REASON:

*Myra Harris*  
Department Head

\_\_\_\_\_  
Approved Commissioners Court

\_\_\_\_\_  
Attest County Clerk

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BUDGET AMENDMENT

LINE ITEM TRANSFER:

DATE: 8-20-96

Honorable commissioners count of Upshur County:

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

From:	FUND	DEPT.	ACCOUNT	AMOUNT
	10	497	3030	500.00

To:	10	497	4502	500.00
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REASON:

*Stephan Harris*  
Department Head

\_\_\_\_\_  
Approved Commissioners Court

\_\_\_\_\_  
Attest County Clerk

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

30 AUG 1996

Approved Disbursements

All Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 08/26/96 thru 08/29/96

PAGE 1

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
57554-AP	08/26/96	"CHOICES" CMS	\$58.00	\$58.00	PEER-CRIME PREVENTION MATERIALS
57555-AP	08/26/96	360 COMMUNICATIONS	\$21.85	\$21.85	ISP-ACCT#0M00626/AUG 9'96 BILLING
57556-AP	08/26/96	A & A SALES & SERVICE	\$1,057.00	\$1,057.00	CO LIB-COMPRESSOR, FUSES, FREON/LABOR ON A/C UNIT
57557-AP	08/26/96	ACCU. CHEM LABORATORIES	\$390.00	\$21.00	CCP-RPROFILES 7/24/96
				\$21.00	CCP-PROFILES 7/26/96
				\$91.50	CCP-PROFILES 7/30/96
				\$21.00	CCP-PROFILES 8/02/96
				\$235.50	CCP-PROFILES 8/2, 8/5, 8/6, & 8/8/96
57558-AP	08/26/96	ARAMARK UNIFORM SERVICES, IN	\$851.50	\$49.15	PCT#4-CUST#6058001/UNIFORMS 7/03/96
				\$18.95	CO. MAINT-CUST#12829001/UNIFORMS 7/03/96
				\$53.40	PCT#1-CUST#5945001/UNIFORMS 7/05/96
				\$61.15	PCT#2-CUST#5935001/UNIFORMS 7/05/96
				\$35.50	PCT#3-CUST#5963001/UNIFORMS 7/05/96
				\$49.15	PCT#4-CUST#6058001/UNIFORMS 7/10/96
				\$18.95	CO MAINT-CUST#12829001/UNIFORMS 7/12/96
				\$58.50	PCT#1-CUST#5945001/UNIFORMS 7/12/96
				\$46.65	PCT#2-CUST#5935001/UNIFORMS 7/12/96
				\$35.50	PCT#3-CUST#5963001/UNIFORMS 7/12/96
				\$49.15	PCT#4-CUST#6058001/UNIFORMS 7/17/96
				\$18.95	CO. MAINT-CUST#12829001/UNIFORMS 7/19/96
				\$68.10	PCT#1-CUST#5945001/UNIFORMS 7/19/96
				\$46.65	PCT#2-CUST#5935001/UNIFORMS 7/19/96
				\$35.50	PCT#3-CUST#5963001/UNIFORMS 7/19/96
				\$49.15	PCT#4-CUST#6058001/UNIFORMS 7/24/96
				\$18.95	CO MAINT-CUST#12829001/UNIFORMS 7/26/96
				\$50.85	PCT#1-CUST#5945001/UNIFORMS 7/26/96
				\$51.80	PCT#2-CUST#5935001/UNIFORMS 7/26/96
				\$35.50	PCT#3-CUST#5963001/UNIFORMS 7/26/96
57559-AP	08/26/96	ARKLA GAS	\$22.90	\$11.45	PORTER BLDG-ACCT#0921336007007/AUG 12'96 BILLING
				\$11.45	PCT#3-ACCT#0921334261002/AUG 13'96 BILLING
57560-AP	08/26/96	ARTHUR L. FORT	\$118.80	\$118.80	CO. S-(3)RESERVE DEPUTY BADGES
57561-AP	08/26/96	B J PARNELL, M D	\$53.00	\$23.50	CO JAIL-JIMMY R CRESWELL/MEDICAL 5/20/96
				\$31.50	CO JAIL-D BUCHANAN/X-RAYS 4/16/96
57562-AP	08/26/96	BARRY WALLACE, ATTY	\$650.00	\$150.00	D CT-CAUSE#445-95 NICKELBUR CHILDREN 8/2/96
				\$250.00	D CT-CAUSE#11,641 NATALIE FRAZIER
				\$250.00	D CT-CAUSE#11,280 CHRIS ALAN SHADOWEN
57563-AP	08/26/96	BAXTER SALES CO, INC	\$126.90	\$126.90	CO MAINT-(2)5gal JOY DISHWASHING SOAP
57564-AP	08/26/96	BEHAVIORAL PROFILES	\$90.00	\$90.00	CO S-PAMELA S EDGE/PSYCO EXAM

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Approved Disbursements  
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 08/26/96 thru 08/29/96

PAGE 2

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
57563-AP	08/26/96	BILL WM. W. GROGAN, D. D. S.	\$365.00	\$365.00	CO JAIL-DENTAL/WILLIAMS; HARRIS; STEWART; FINCH; HAWKINS
57566-AP	08/26/96	BLAZER RESOURCES, INC.	\$10,780.00	\$3,300.00 \$3,520.00 \$3,960.00	PCT#2-(150)bb1s. ROAD OIL@22.00ea PCT#1-(160)bb1s. ROAD OIL@22.00ea PCT#2-(180)bb1s. ROAD OIL@22.00ea
57567-AP	08/26/96	BOB BARKER CO., INC.	\$504.34	\$17.50 \$118.29 \$368.55	CO. JAIL-(1)dx. WASH CLOTH CO. JAIL-(40)dx. WASH CLOTH CO. JAIL-ORANGE TROUSERS(ASSORTED SIZES)
57568-AP	08/26/96	BOGEL SALES INC.	\$355.55	\$355.55	CO. MAINT-TRASH LINERS, TISSUE, ROLL PAPER TOWELS
57569-AP	08/26/96	BROOKSHIRES	\$45.21	\$45.21	D. A-MILDRED WELLS/HOT CK RESTITUTION
57570-AP	08/26/96	CANON SERVICE COMPANY	\$1,657.00	\$1,143.00 \$514.00	J. CTR-REPLACED BAD COMPRESSOR/LABOR CO. CTH-(2)STATS REPLACED ON A/C UNIT, LABOR
57571-AP	08/26/96	CARDYLN JONES	\$185.32	\$185.32	D. A-REIMBURSE/LODGING@TSG MEETING@PLANO
57572-AP	08/26/96	CAVENDER'S BOOT CITY	\$132.00	\$88.00 \$44.00	CO S-(4)pr. BLK. JEANS CO. S-(2)pr. BLK. PANTS/G. BALOIS
57573-AP	08/26/96	CHAMBERLAIN'S HOME CENTER	\$110.10	\$35.40 \$37.80 \$36.90	CO MAINT-(3)F40CW/SS BULBS CO MAINT-(30)F40CW/SS BULBS CO. MAINT-(15)75BR30/FLOOD BULBS
57574-AP	08/26/96	CHARLES L. STILL	\$376.08	\$376.08	JUV PROB-REIMBURSE/JUV. JUDGES CONF@GALVESTON
57575-AP	08/26/96	CHEVRON U. S. A. INC.	\$90.69	\$90.69	CCP-ACCT#7898789859/JULY 29'96 BILLING
57576-AP	08/26/96	CHRIS BROWN	\$25.88	\$25.88	SUP-REIMBURSE/MEALS, AIRPORT PARKING
57577-AP	08/26/96	CHRISTIE HALLMAN	\$110.79	\$110.79	COMPUTER-REIMBURSE/LODGING, MEAL(TSG MEETING@PLANO)
57578-AP	08/26/96	COMFORT SUPPLY, INC.	\$22.89	\$22.89	J. CTR-SWITCH FOR A/C UNIT
57579-AP	08/26/96	COMMUNITY REHABILITATION	\$385.00	\$385.00	CCP-JULY '96/KENNETH L; TERRY E; ASHLEY P; BRAD M
57580-AP	08/26/96	COMPLETE BUSINESS	\$9,723.54	\$4,735.00 \$4,462.00 \$3.50 \$44.83 \$25.45 \$35.46 \$57.01 \$96.65	SUP-RICOH FT 4022 COPIER, EQUIPMENT SUP-RICOH FT 4522 COPIER(MARION COUNTY) CO CT-(3)RICOH COPIER TONER NON DEPT-RICOH COPIER/327Acopies 7/1-8/1/96 NON DEPT-RICOH COPIER; 1818copies 8/1-9/1/96 COMM CT-RICOH COPIER/2627copies 7/1-8/1/96 CO TAX-RICOH COPIER/4223copies 7/1-8/1/96 CO CLK-RICOH COPIER/7159copies 7/1-8/1/96

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

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Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 08/26/96 thru 08/29/96

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$73.47	D CLK-RICOH COPIER, 5477copies 7/1-8/1/96
				\$38.03	CO. JAIL-RICOH COPIER, 2817copies 7/1-8/1/96
				\$38.21	JP#1-RICOH COPIER, 2830copies 7/1-8/1/96
				\$28.85	JP#3-RICOH COPIER, 2137copies 7/1-8/1/96
				\$51.21	CO EXT-RICOH COPIER, 3793copies 7/1-8/1/96
				\$28.30	D CT-RICOH COPIER, 2096copies 7/1-8/1/96
				\$5.57	JP#1-RICOH COPIER, 392copies 7/1-8/1/96
57581-AP	08/26/96	CORRECTIONAL SECURITY SERVIC	\$40.00	\$40.00	CCP-TJ POUNDS/#2481
57582-AP	08/26/96	CORRECTIONAL SERVICES CORP	\$302.75	\$302.75	ISP-MEDICAL SERVICES/J C 8/7/96
57583-AP	08/26/96	CTAT 1995 CONFERENCE	\$205.00	\$205.00	CO TREAS-REG/M. HARRIS, L TUEL, K STEELMAN
57584-AP	08/26/96	DIXIE PAPER COMPANY	\$239.25	\$164.40	SUP-(4)cs. 8 1/2x14 PAPER
				\$74.85	SUP-(3)8 1/2 x 11 COPY PAPER
57585-AP	08/26/96	DONA FLIPPO	\$350.69	\$350.69	CO AUD-REIMBURSE/276mi @ 29mi; LODGING, MEALS (TSO MEETING)
57586-AP	08/26/96	DR. GEORGE A. FULLER III	\$85.00	\$85.00	CO. JAIL-BILLY HNERSEN/OFFICE VISIT 7/26/96
57587-AP	08/26/96	EAST TEXAS MACHINERY, INC.	\$715.12	\$695.09	PCT#1-VALVES, HOSE, CORE, FREON/LABOR
				\$20.03	PCT#3-SETTLEMENT BOWL (FOR WHEEL LOADER)
57588-AP	08/26/96	EAST TEXAS MEDICAL	\$649.65	\$649.65	CO JAIL-BILLY HENDERSON/EMRG. RM, X-RAY, PHARMACY, SUPPLIES 7/26/96
57589-AP	08/26/96	ECONOMY AUTO SUPPLY, INC.	\$398.25	\$14.40	CO S-(12)MISC GAL CANS
				\$61.80	PCT#4-FILTERS, GRINDING WHEEL
				\$54.20	PCT#4-IGNITION PARTS
				\$45.41	PCT#4-KEYS, HYDRAULIC OIL, BRAKE FLUID
				\$7.50	PCT#4-SHOP LABOR
				\$26.64	PCT#4-TRANSMISSION FLUID
				\$108.29	PCT#4-PARTS FOR AIR COMPRESSOR REPAIR
				\$5.02	PCT#4-WIRE BRUSHES
				\$36.66	PCT#4-IDLER PULLEY & BELT
				\$1.66	PCT#4-ADDITIONAL CHG FOR BELT
				\$16.67	PCT#4-IDLER PULLEY
57590-AP	08/26/96	EDGE OFFICE PRODUCTS	\$71.96	\$49.98	I C-(10)ACE STAPLES(2)12x15 5 CLASP ENVELOPES
				\$21.98	I C-(2)bx. 10x15-ENVELOPES
57591-AP	08/26/96	EVELYN JONES	\$82.65	\$82.65	D A-REIMBURSE/285mi @ 29mi; TSO MEETING@PLAND
57592-AP	08/26/96	FANNIN FARM EQUIPMENT	\$15.50	\$15.50	PCT#3-JULY '96 CYLINDER RENTAL
57593-AP	08/26/96	FLOWERS THRIFT STORE	\$78.00	\$78.00	CO JAIL-(200)LOAVES OF BREAD

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ALL Checking Accounts

THE SOFTWARE GROUP, INC.

Disbursements Made from 08/26/96 thru 08/29/96

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Check #	MC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
57594-AP	08/26/96	GENERAL TELEPHONE COMPANY	\$312.86	\$312.86	SUP-#100-5457/AUG 7'96 BILLING
57595-AP	08/26/96	GILMER COUNSELING SERVICES	\$1,700.00	\$1,700.00	ISP-MAY&JUNE '96 GROUP&INDIVIDUAL COUNSELING
57596-AP	08/26/96	GILMER GLASS & MIRROR	\$257.50	\$257.50	CO LIB-(1)WINDOW 39 3/8x8 3/8x1"
57597-AP	08/26/96	GILMER LUMBER COMPANY INC.	\$130.90	\$130.90	J. CTR-INSULATION, SPRAY FOAM, STAPLES, LUMBER
57598-AP	08/26/96	GILMER MUFFLER SHOP	\$55.00	\$55.00	PCT#3-MUFFLER FOR WHEEL LOADER
57599-AP	08/26/96	GILMER OFFICE CENTER	\$257.92	\$21.68	CO S-LETTER OPENER; KNIFE-STYLE LETTER OPENER; BULLETIN BOARD \$192.60 SUP&CCP-SHEDDER BAGS/BUS CARDS \$39.75 I. C-(5)bx. 1/3 CUT LEGAL SIZE FILE FOLDERS \$3.89 CO. EXT-(1)STAMP
57600-AP	08/26/96	GILMER PRIMARY CARE-RHC	\$247.00	\$247.00	CO JAIL-MEDICAL ON PRISONERS; 6/4-7/24/96
57601-AP	08/26/96	GILMER SEED & FEED COMPANY	\$114.99	\$114.99	PCT#3-14 CROSSTIES & 2 ROLLS BARB WIRE
57602-AP	08/26/96	GOOD SHEPHERD COMML 1500	\$53.20	\$18.00 \$35.20	IND-MILLIE BONNETTE/MEDICAL 7/22/96 IND-TINA L. RICCI/OFFICE VISIT 7/31/96
57603-AP	08/26/96	HERBERT L. YOUNG	\$2,343.94	\$1.89 \$2,342.05	CO S-TICKET#5333591/AUTOMOTIVE 7/18/96 CO S-(341)gals. REG LEAD(1640)gals. UNLEAD PREM. GAS
57604-AP	08/26/96	I DEAL COMPUTERS, INC.	\$109.70	\$52.95 \$56.75	911-MOUSE W/CARD, PARALLEL LAP LINK CABL CO S-(5)60M CART TAPES
57605-AP	08/26/96	INTERNATIONAL SUPPLY	\$42.80	\$12.80 \$30.00	J. CTR-BRAS CLEANOUT PLUGS J. CTR-(4)SINK DRAIN COVERS
57606-AP	08/26/96	IRVIN TIRE COMPANY	\$119.88	\$97.88 \$22.00	CO S-(2)TIRES/UNIT#21 CO S-(2)STEM, LABOR/UNIT#21
57607-AP	08/26/96	JAMES A. CROW, JR #5	\$288.56	\$288.56	COMPUTER-REIMBURSE/356m @ 29ea. LODGING(TSO MEETING)
57608-AP	08/26/96	JAMES B. ZIMMERMANN	\$42.60	\$42.60	D. CT-VISITING JUDGE 7/12/96
57609-AP	08/26/96	JAN WILLIAMS	\$5.50	\$5.50	CO LIB-REIMBURSE/MEAL@FOREST TRAILS MEETING
57610-AP	08/26/96	JR'S	\$22.64	\$22.64	PCT#1-DIESEL FUEL
57611-AP	08/26/96	K&S KWIK STOP	\$2.05	\$2.05	CO MAINT-GAS
57612-AP	08/26/96	KAREN EAST	\$7.83	\$7.83	CO AUD-REIMBURSE/27m @ 29ea (MAIL PROCESSING)
57613-AP	08/26/96	KARMEN STEELMAN	\$28.24	\$20.93	COMPUTER-REIMBURSE/MEALS('96 TSO MEETING)

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Approved Disbursements  
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THE SOFTWARE GRDUP, INC.

Disbursements Made from 08/26/96 thru 08/29/96

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$7.31	CO. TREAS-REIMBURSE/25 PORTFOLIO FOLDERS W/POCKETS(INS)
57614-AP	08/26/96	KIRBY RESTAURANT SUPPLY	\$111.65	\$110.00	CO. JAIL-DISHWASHER MAINT 5/5-31/96
				\$1.65	CO JAIL-SER. CHG/INV#839721(NOT REC'D)
57615-AP	08/26/96	KNOWLES LAW BOOK PUBLISHING	\$44.19	\$44.19	D.A-(1)TEXAS CRIM. DEFENSE FORMS ANNO REL 9
57616-AP	08/26/96	LA SALLE COUNTY TREASURER	\$2,430.40	\$2,430.40	ISP-JUNE '96 PALCEMENT SERVICES/H.C. (31days@78.40per day)
57617-AP	08/26/96	LAIDLAW WASTE SYSTEMS	\$1,038.59	\$1,038.59	WASTE-ACCT#070-20542; 7/31/96 BASIC&RENTAL SERVICE
57618-AP	08/26/96	LAUREN PARISH	\$311.18	\$311.18	AUGUST '96 JUVENILE PROBATION BOARD
57619-AP	08/26/96	LAUREN PARISH	\$140.00	\$140.00	D CT-REIMBURSE/JUDICIAL CONFERENCE FEE
57620-AP	08/26/96	LAWYERS COOPERATIVE PUBLISHI	\$483.00	\$483.00	LAW LIB-TJ 3D 96 SP. BDR SP. CD CD SP. DSKBK SP&3GI
57621-AP	08/26/96	LESLIE'S SMALL ENGINES	\$1,083.96	\$81.35	PCT#3-(1)CHAIN, OIL/LABOR ON SAWS
				\$28.89	PCT#3-(1)CHAIN, OIL MIX, SHARPEN
				\$89.20	PCT#3-CAHIN, ROPE, LABOR
				\$37.40	PCT#3-FILES, CHAIN, LABOR
				\$44.95	PCT#3-(1)NEW BAR(POULAN SAW), ECHO SHARPENED
				\$773.72	PCT#3-CHAIN SAWS; CHAINS; OIL; FILES; HANDLES; FREIGHT
				\$28.45	PCT#3-(1)STUD KIT, CHAINS
57622-AP	08/26/96	LESS GAUSS INC	\$97.90	\$97.90	911-(2)CLARIFIER 14" LIGHTS
57623-AP	08/26/96	LOCK DOC INC.	\$51.50	\$51.50	J CTR-SERVICE CALL, CYL REWORKED, KEYS
57625-AP	08/26/96	LONGVIEW IMAGING CONSULTANTS	\$27.14	\$27.14	IND-MILLIE BONNETTE/X-RAYS 7/22/96
57626-AP	08/26/96	MCDONALD'S LIGHTING SUPPLY	\$54.00	\$54.00	J. CTR-(50)20-25W/EXIT LIGHTS FOR JAIL
57627-AP	08/26/96	MED SHOP	\$23.98	\$23.98	CO JAIL-PRIMATENE MIST & REFILL
57628-AP	08/26/96	MYRA HARRIS	\$83.09	\$83.09	COMPUTER-REIMBURSE/286 5mi@ 29ea(TSQ MEETING@PLAND)
57629-AP	08/26/96	NANCY BETTERTON	\$18.72	\$18.72	CO. S-REIMBURSE/BELT FOR FORTSON'S CAR
57630-AP	08/26/96	NANCY THOMPSON	\$21.27	\$21.27	CO. LIB-REIMBURSE/54mi@ 29ea. MEAL (FOREST TRAILS MEETING)
57631-AP	08/26/96	NATIONAL LEAGUE OF CITIES IN	\$75.00	\$75.00	CO. MIAMI-REGIST/RAY ROEDER('96 ADA CONF)

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THE SOFTWARE GROUP, INC.

Disbursements Made from 08/26/96 thru 08/29/96

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
57632-AP	08/26/96	NICHOLS MACHINERY COMPANY	\$369.43	\$369.43	PCT#1-HOUSING, SPACERS, GASKET/REX PARTS
57633-AP	08/26/96	DAKERSON, ARNOLD, WALKER&CO.	\$1,850.00	\$1,850.00	NON DEPT-INTERIM WORK ON AUDIT YR. ENDING 9/30/96
57634-AP	08/26/96	OCLC/FOREST PRESS	\$365.00	\$365.00	CO LIB-ACCT#01-FP-19963572/BOOKS
57635-AP	08/26/96	PATRICIA HARRISON	\$360.00	\$180.00 \$90.00 \$90.00	D. CT-COURT REPORTING 8/02/96 CO CT-COURT REPORTER 8/05/96 CO CT-COURT REPORTING 8/08/96
57636-AP	08/26/96	PATSY FAILS	\$215.18	\$215.18	COMPUTER-REIMBURSE/LODGING; MEALS; CALLS (TSG MEETING@PLANO)
57637-AP	08/26/96	PDR	\$76.20	\$76.20	CO. LIB-PHYSICIAN'S DESK REFERENCE BOOK
57638-AP	08/26/96	PEGUES - HURST MOTOR CO.	\$612.38	\$434.47 \$177.91	PCT#1-PUMP ASSY, O-RINGS, FILTER ELEMENT PCT#3-FUEL SHUT-OFF VALVE FOR UNIT#315
57639-AP	08/26/96	PROFESSIONAL TECHNICAL ASSIS	\$2,035.60	\$82.00 \$16.00 \$869.00 \$246.00 \$822.60	CO. S-(1)3AH BATTERY PCT#1-COAX CABLE CO. S-(1)40W/22CH, SCAN PANEL, GAIN ANT CO. S-(3)RADIO BATTERIES CO S-(1)VHF/40W/22CH RADIO, SPK, SCAN PANEL, GAIN ANT
57640-AP	08/26/96	R. L. HUDGINS III	\$178.28	\$178.28	SUP-REIMBURSE/143mi@.29ea; REGIST. FEE; KEYS; POS TAGS 5/16-7/29/96
57641-AP	08/26/96	REEVES COUNTY AUDITOR	\$38.35	\$38.35	ISP-PRESCRIPTION/R. E. 7/10/96
57642-AP	08/26/96	ROADWAY OIL CO., INC.	\$5,894.32	\$5,894.32	PCT#4-(140)bb1s. ROAD OIL@20.70ea(141.67)bb1s. @21.15ea
57643-AP	08/26/96	ROBIN RODENBERG	\$85.65	\$85.65	COMPUTER-REIMBURSE/LODGING&MEAL(TSGMEETING@PLANO)
57644-AP	08/26/96	ROD'S BAIT SHOP	\$150.00	\$150.00	D. A-MARY JANE FISHER/HOT CK. RESTITUTION
57645-AP	08/26/96	SCOTT-HERRIMAN, INC	\$1,035.85	\$1,012.40 \$23.45	CO. CLK-(5)bb1s. MARRIAGE LICENSE'S CO. CLK-(1)bx. TRANSCRIPT COVERS/BLUE LEGAL SIZE
57646-AP	08/26/96	SHEPARD'S/McGRAN-HILL	\$282.02	\$282.02	LAW LIB-US CIT SPRM CT CAS RPT LAWY
57647-AP	08/26/96	SMITH COUNTY HEALTH	\$9.00	\$9.00	SUP-DEATH CERT/DON STEWART 7/17/96
57648-AP	08/26/96	SMITH OIL COMPANY	\$360.50	\$166.10 \$394.40	PCT#3-(6)OIL DRY, BATTERY, LIG WRENCH, BRK. FLD PCT#3-1/35 MOTOR OIL, TRACTOR HYD. OIL, DELO-400

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THE SOFTWARE GROUP, INC

Disbursements Made from 08/26/96 thru 08/29/96

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Check #	HC Date..	Vendor	Check Amount	Invoice Amt	Invoice Descriptions.
57649-AP	08/26/96	SOUTHERN AUTO	\$450.00	\$450.00	PCT#3-TRANSMISSION
57650-AP	08/26/96	SOUTHWESTERN ELECTRIC POWER	\$3,947.65	\$80.77 \$303.84 \$106.72 \$3,456.32	MOTOR BANK-ACCT#25413695/AUG 13'96 BILLING BANK ANNEX-ACCT#25410695/AUG 13'96 BILLING PORTER BLDG-ACCT#55683/AUG 13'96 BILLING J. CTR-ACCT#71686/AUG 13'96 BILLING
57651-AP	08/26/96	STEELMAN'S UPHOLSTERY	\$65.00	\$65.00	PCT#4-SEAT COVER FOR MIXER
57652-AP	08/26/96	SUPER SAVER RENT-A-CAR	\$830.00	\$830.00	CCP-AUG '96/'94 TAURUS&FORD PICKUP RENTAL
57653-AP	08/26/96	SWIFT INDEPENDENT PACKING	\$719.27	\$415.96 \$25.47 \$207.84	CO JAIL-CUST#17130/ASSORTED FOODS CO JAIL-CUST#17130/ASSORTED FOODS CO JAIL-CUST#17130/ASSORTED FOODS
57654-AP	08/26/96	SYSCO FOOD SYSTEMS, INC.	\$320.42	\$241.67 \$88.79 \$10.04CR	CO JAIL-CUST#288639/ASSORTED FOODS CO JAIL-CUST#288639/ASSORTED FOODS CO JAIL-ABOVE FOOD BID
57655-AP	08/26/96	TDMHR	\$160.00	\$160.00	ISP-REGIST/MELTON WYLIE
57656-AP	08/26/96	TELETOUCH CORPORATION	\$180.63	\$84.86 \$10.91 \$84.86	CO S-ACCT#3062303/JULY '96 (7 PAGES) CO. MAINT-ACCT#3061919/AUG 1'96 PAGER CO S-ACCT#3062303/AUG. 1'96 PAGER BILLING
57657-AP	08/26/96	TEXAS A&M UNIVERSITY	\$75.00	\$75.00	SUP-REGIST/T HUDGINS(DWI EDUC. TRAINING)
57658-AP	08/26/96	TEXAS COUNTY PRINTING	\$28.47	\$28.47	D. CLK-LIST OF GRAND JURORS (25); 5/16 IN POST FOR BINDERS; KEY FOR BINDER, SHIPPING
57659-AP	08/26/96	THE OILMER MIRROR	\$949.40	\$18.15 \$28.60 \$240.75 \$220.50 \$109.40 \$62.80 \$315.00 \$18.30 \$17.50 \$40.80CR \$40.80CR	CO LIB-ACCT#245057/OFFICE SUPPLIES CO LIB-ACCT#245057/PRINT JOB COMM. CT-LETTERHEADS & ENVELOPES FOR JUDGE CO. TREAS-QTR. TREAS. REPORT APRIL-JUNE '96 SUP-(1)M PLAIN&WINDOW ENVELOPES D. CLK-TICKET#1993/OFFICE SUPPLIES COMM. CT-PROPERTY TAX RATE NOTICE COMM. CT-LEGAL NOTICE (COMPENSATION LEGAL) D. CT-(1)STAMP CO. TREAS-DISCT. ON QTR. REPORT COMM. CT-DISCT. ON PROPERTY TAX RATE NOTICE
57660-AP	08/26/96	THE SOFTWARE GROUP, INC.	\$60,000.00	\$47,150.00 \$12,850.00	CJIS-GRANT/PHASE I&II OF SYSTEM CJIS-GRANT/CONTRACT AMT; COMMUNICATION SYSTEM
57661-AP	08/26/96	THOMAS B. MCCLAIN	\$250.00	\$250.00	D. CT-CAUSE#11-589/KIKI HARRIS
57662-AP	08/26/96	TIM COLE	\$74.82	\$48.72 \$26.10	D A-REIMBURSE/168mi@.29ea (JOHNSON MURDER CASE) D A-REIMBURSE/90mi@.29ea, TDCAA LEGIS @TYLER

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THE SOFTWARE GROUP, INC.

Disbursements Made from 08/26/96 thru 08/29/96

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
57663-AP	08/26/96	TITUS COUNTY MEMORIAL HOSPIT	\$1,049.82	\$792.76 \$257.06	IND-CHUCK E. ISACC/MEDICAL 7/14/96 IND-CHUCK E. ISACC/MEDICAL 7/18/96
57664-AP	08/26/96	UNDERWOOD REPORTING	\$292.50	\$292.50	D. CT-COURT REPORTING; 8/12/96 W/LUNCH; 8/14/96 1/2day
57665-AP	08/26/96	UPSHUR COUNTY	\$81.25	\$81.25	SUP-REIMBURSE/VALU-LINE PHONE BILL
57666-AP	08/26/96	UPSHUR COUNTY AMBULANCE SERV	\$500.00	\$500.00	CO JAIL-TRACY PACK/AMBULANCE SERVICE 7/10/96
57667-AP	08/26/96	UPSHUR-RURAL ELECTRIC COOP.	\$85.59	\$51.64 \$33.95	PCT#4-ACCT#121782522/AUG 15'96 BILLING PCT#2-ACCT#41186523/AUG 20'96 BILLING
57668-AP	08/26/96	VARNADO FEED SERVICE	\$110.00	\$110.00	CO. MAINT-(1)ROUND-UP
57669-AP	08/26/96	VINGO FOODS	\$63.82	\$63.82	CO. JAIL-(4)LOAVES OF BREAD(2)CHORE BOY(4)CAMEO
57670-AP	08/26/96	VINYARD'S	\$33.26	\$33.26	D. A-WILLIAM WHITE/HOT CK. RESTITUTION
57671-AP	08/26/96	VISA	\$931.86	\$931.86	CO. JAIL-#4388095370041515/AUG 5'96(PRISONERS PICKED UP)
57672-AP	08/26/96	W. R. CHRISTENSEN, M.D.	\$45.00	\$45.00	CO. JAIL-RICKY CREGLER/OFFICE VISIT 7/3/96
57673-AP	08/26/96	WAL-MART #146	\$73.39	\$73.39	D A-W. J. CHAPLINSKI/HOT CK. RESTITUTION
57674-AP	08/26/96	WARREN STUMP REMOVAL	\$200.00	\$200.00	D. A-WARREN SILVERTOOTH/HOT CK. RESTITUTION
57675-AP	08/26/96	WEST SIDE FURNITURE	\$43.85	\$43.85	PCT#4-OIL (4-PK), PULL ROPE, PLUGS, KEYS, LABOR
57676-AP	08/26/96	WHITE SWAN, NORTH	\$712.50	\$418.46 \$361.64 \$10.13CR \$17.87CR \$39.60CR	CO. JAIL-CUST#420711/ASSORTED FOODS CO. JAIL-CUST#420711/ASSORTED FOODS CO. JAIL-ABOVE FOOD BID CO. JAIL-ABOVE FOOD BID CO. JAIL-ABOVE FOOD BID
57677-AP	08/26/96	WILLIAM MCCAY	\$179.15	\$179.15	SUP-REIMBURSE/533#10 29# MEALS
57678-AP	08/26/96	WINN'S AUTO & TRUCK REPAIR	\$1,380.78	\$150.34 \$37.25 \$183.44 \$246.00 \$708.75 \$55.00	CO S-UNIT#8/PLUGS, FILTERS, LABOR PCT#4-FREON, OIL, LABOR CONST#2-WATER PUMP, FUEL FILTER, ANTIFZ, LABOR ('91 CHEVY) CO. MAINT-CARB. FILTER, LABOR/WHITE VAN PCT#4-AIR CONDITIONER REPAIR ON UNIT #411, LABOR CO. MAINT-(2)FREON, LABOR/DODGE TRUCK

VOL. 110 PG. 878



VOL 46 PG 580



**Judge Lauren Parish**  
115th Judicial District Court  
Upshur and Marion Counties

P. O. Box 1062  
GILMER, TEXAS 75644

Court Coordinator  
Terri Rosa  
Phone (903) 843-2838  
FAX (903) 843-5109

August 15, 1996

Hon. Charles Still  
Upshur County Judge  
P. O. Box 790  
Gilmer, Texas 75644

Dear Judge Still:

Enclosed please find a certified copy of the file-marked order establishing the salaries for the Upshur County Auditor, Assistant Auditor, and the 115th District Court Reporter. I hereby submit this order to the Commissioners Court.

Thank you for your attention in this regard.

Sincerely,

A handwritten signature in cursive script that reads "Lauren Parish".

Lauren Parish

LP/tr

Enclosure

FILED  
RECEIVED  
CCU  
95 AUG 26 11:12:28  
EX - 107

FILED  
REX  
COU

95 AUG 26 PM 12:28

US

BY \_\_\_\_\_ COUNTY

THE STATE OF TEXAS X

COUNTY OF UPSHUR X

WHEREAS Section 152.905 of the Local Government Code provides that a public hearing shall be held before the District Judge sets the annual compensation of the County Auditor, Assistant Auditors, and Court Reporters; and

WHEREAS such hearing was held at 8:00 a.m. on August 12, 1996 in the jury room located in the Upshur County Justice Center pursuant to notice published in the July 27, 1996 edition of the Gilmer Mirror; and

WHEREAS it was determined by the District Judge at such meeting that the Upshur County Auditor's salary shall be adjusted 3.7% to reflect a cost of living adjustment and that said 3.7% adjustment is consistent and equivalent to the \$100.00 per month raise established by the Upshur County Commissioners Court for other county employees and, therefore, the Upshur County Auditor's salary for the 1996-1997 budget year shall be set at \$33,540.00 annually; and

WHEREAS it was determined by the District Judge at such meeting that the Upshur County Assistant Auditor's salary shall be adjusted 7.6% to reflect a cost of living adjustment and that said 7.6% adjustment is consistent and equivalent to the \$100.00 per month raise established by the Upshur County Commissioners Court for other county employees and,

therefore, the Upshur County Assistant Auditor's salary for the 1996-1997 budget year shall be set at \$18,300.00 annually; and

WHEREAS it was determined by the District Judge at such meeting that the Upshur County portion of the 115th District Court Reporter's salary shall be adjusted 5% to reflect a cost of living adjustment and that said 5% adjustment is consistent and equivalent to the \$100.00 per month raise established by the Upshur County Commissioners Court for other county employees and, therefore, the Upshur County portion of the 115th District Court Reporter's salary shall be set at \$29,230.10 annually.

This Order shall be entered in the minutes of the 115th District Court of Upshur County, and shall be certified by the Clerk of said Court to the Commissioners Court of Upshur County, Texas, which shall cause the same to be entered in the minutes with appropriate order directing payment of said salaries.

WITNESS my hand at Gilmer, Texas, this the 12th day of August, 1996.

FILED  
HORACE A. RAY  
DISTRICT CLERK  
55 AUG 12 AM 11:03  
*[Signature]*

*Lauren Parish*  
LAUREN PARISH, Judge  
115th District Court  
Upshur County, Texas

A CERTIFIED COPY  
ATTEST: HORACE A. RAY  
District Clerk, Upshur County  
8-15-96  
BY *F. Dumb...*  
Deputy

RECORDED  
Vol. 39 Page 547-548  
Civil Minutes, Upshur Co., Texas

FILED  
REX  
CO

NUNC PRO TUNC ORDER

96 AUG 26

THE STATE OF TEXAS     X  
COUNTY OF UPSHUR     X

WHEREAS Section 152.905 of the Local Government Code provides that a public hearing shall be held before the District Judge sets the annual compensation of the County Auditor, Assistant Auditors, and Court Reporters; and

WHEREAS such hearing was held at 8:00 a.m. on August 12, 1996 in the jury room located in the Upshur County Justice Center pursuant to notice published in the July 27, 1996 edition of the Gilmer Mirror; and

WHEREAS it was determined by the District Judge at such meeting that the Upshur County Auditor's salary shall be adjusted 3.7% to reflect a cost of living adjustment and that said 3.7% adjustment is consistent and equivalent to the \$100.00 per month raise established by the Upshur County Commissioners Court for other county employees and, therefore, the Upshur County Auditor's salary for the 1996-1997 budget year shall be set at \$33,540.00 annually; and

WHEREAS it was determined by the District Judge at such meeting that the Upshur County Assistant Auditor's salary shall be adjusted 7.6% to reflect a cost of living adjustment and that said 7.6% adjustment is consistent and equivalent to the \$100.00 per month raise established by the Upshur County

Commissioners Court for other county employees and, therefore, the Upshur County Assistant Auditor's salary for the 1996-1997 budget year shall be set at \$18,300.00 annually; and

WHEREAS it was determined by the District Judge at such meeting that the Upshur County portion of the 115th District Court Reporter's salary shall be adjusted 5% to reflect a cost of living adjustment and that said 5% adjustment is consistent and equivalent to the \$100.00 per month raise established by the Upshur County Commissioners Court for other county employees and, therefore, the 115th District Court Reporter's salary for the 1996-1997 budget year shall be set at \$38,100.00 annually. This amount includes both Upshur County portion (\$28,902.66) and the Marion County portion (\$9,197.34).

This Order shall be entered in the minutes of the 115th District Court of Upshur County, and shall be certified by the Clerk of said Court to the Commissioners Court of Upshur County, Texas, which shall cause the same to be entered in the minutes with appropriate order directing payment of said salaries.

WITNESS my hand at Gilmer, Texas, this the 21 day of August, 1996.

5011322 11 8:17  
M Chevalier

*Lauren Parish*

LAUREN PARISH, Judge  
115th District Court  
Upshur County, Texas

A CERTIFIED COPY  
ATTEST: HOKA E. A. RAY  
District Clerk, Upshur County

August 22, 1996  
BY M Chevalier  
Deputy

FILED  
REXAN STAN  
COUNTY CLERK  
05 AUG 23 11:23

STATEMENT OF APPLICANT OR LICENSE HOLDER TO:  
THE TEXAS COMMISSION ON LAW ENFORCEMENT OFFICER STANDARDS AND EDUCATION

PROVIDING FALSE INFORMATION ON THIS REPORT OR OMITTING INFORMATION  
MAY RESULT IN CRIMINAL PROSECUTION

I, the undersigned, attest that I :

- ◆ meet the minimum standard for entry level age for the license for which I am applying;
- ◆ have been fingerprinted and subjected to a search of local, state, and national records and fingerprint files to disclose any criminal record;
- ◆ am not on probation for any criminal offense above the grade of Class C misdemeanor;
- ◆ have not been convicted of a Class A misdemeanor offense within the last twelve (12) months;
- ◆ have not been convicted of a Class B misdemeanor within the last six (6) months;
- ◆ have not been convicted of the offense of Driving While Intoxicated (DWI) or Driving Under the Influence (DUI) of drugs within the last twenty-four (24) months;
- ◆ have not ever been convicted at any time of a felony offense;
- ◆ meet one of the following minimum educational requirements:
  - (A) high school graduate;
  - (B) have passed a General Educational Development (GED) test indicating high school graduation level, or
  - (C) have twelve (12) semester hours credit from an accredited college or university;
- ◆ have not been discharged from any military service under less than honorable conditions including, specifically:
  - (A) under other than honorable conditions;
  - (B) bad conduct;
  - (C) dishonorable; or
  - (D) any other characterization of service indicating bad character;
- ◆ have not had a Commission license denied by final order or revoked;
- ◆ meet the minimum training standards required by the rules of the Commission for each license sought;
- ◆ have passed the Commission licensing examination required by the rules of the Commission for each license sought;
- ◆ do not have a voluntary surrender of license currently in effect; and
- ◆ have not violated any Commission rule or the Government Code, Chapter 415.

I affirm that I am the individual or person named in this document. I have read the foregoing application and know its contents and I will agree to be bound by all statements. I agree, as a condition of this license, that I will strictly comply with the laws of the State of Texas and the rules of the Texas Commission on Law Enforcement; and I understand that if I fail to comply with the laws of the State of Texas or the rules of the Texas Commission on Law Enforcement, the Commission may suspend or revoke my license.

I am fully aware that this certification is a government document and under penalties of perjury I declare the foregoing information to be true and correct.

Joel K Bullock  
Signature of applicant or license holder

8/26/96  
Date

Sworn to and subscribed before me, this the 26<sup>th</sup> day of August, 1996.



LINDA HOWELL  
Notary Public in and for the State of Texas  
21 16 197  
My Commission Expires  
Linda Howell  
Signature

**TEXAS COMMISSION ON LAW ENFORCEMENT  
OFFICER STANDARDS AND EDUCATION**  
6330 U.S. Highway 290 East, Suite 200  
Austin, Texas 78723  
Phone: (512) 450-0188



**REPORT OF APPOINTMENT/LICENSE APPLICATION**

1. Date of Appointment <b>09/01/1996</b>		2. Type of appointment <b>RESERVE CONSTABLE</b>		3. FOR COMMISSION USE ONLY	
<b>TYPE OF LICENSE(S) HELD OR APPLIED FOR</b>					
4. Peace Officer <input type="checkbox"/>	5. Jailer <input type="checkbox"/>	6. Temporary Jailer <input type="checkbox"/>	7. Reserve <input checked="" type="checkbox"/>	8. Conditional Reserve <input type="checkbox"/>	9. Armed Public Security Officer <input type="checkbox"/>
10. Telecommunicator <input type="checkbox"/>					
11. Social Security No. <b>461-37-3345</b>		12. Last Name (Include Sr., Jr., etc.) <b>Bullock</b>		13. First Name <b>Joel</b>	
14. Middle Name <b>Keith</b>					
15. TCLEOSE Agency Number <b>459101</b>		16. Date Of Birth <b>4/15/64</b>		17. Drivers License No. <b>10505633</b>	
18. Appointed <input checked="" type="checkbox"/>		19. Elected <input type="checkbox"/>			
20. Ethnic Group (Check Appropriate Box)			21. Sex		22. Education
<input type="checkbox"/> (1) Black <input type="checkbox"/> (2) American Indian or Alaskan Native <input type="checkbox"/> (3) Hispanic <input type="checkbox"/> (4) Asian or Pacific Islander <input checked="" type="checkbox"/> (5) White			<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female		<input type="checkbox"/> GED <input checked="" type="checkbox"/> High School <input type="checkbox"/> 12 Sem. Hrs. College
23. Name of Appointing Law Enforcement Agency <b>Onis Holt Jr Constable Pct 1</b>			24. Agency Mailing Address <b>2125 EAST LAKE DR</b>		
25. City <b>GLADEWATER</b>		26. County <b>UPSHUR</b>		27. Zip Code <b>75647</b>	
				28. Agency Telephone No. <b>(903) 945-6553</b>	

I certify that I am the chief administrator of the above named agency or the person designated by the chief administrator to sign this document.

I hereby certify that this agency has conducted a background investigation on the above named individual and has determined that this individual is qualified to be licensed by the Commission

I further certify that this agency has on file and readily accessible to the Commission, the appropriate documents to show the above named individual meets the minimum standards for licensing and/or appointment as follows:

**(CHECK APPROPRIATE BOX)**

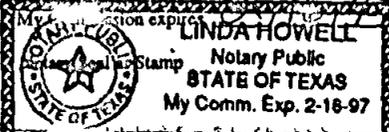
- New applicant:** (two TCLEOSE applicant fingerprint cards must be attached to this form): Agency must maintain copy of L-1 and other documents as required by Commission rule 221.3(c);
- License holder with less than 180-day break in service:** Agency must maintain copy of L-1
- License holder with more than 180-day break in service:** Agency must maintain copy of L-1 and other documents as required by Commission rule 221.5(c)

5 AUG 25 11:29

Onis Holt Jr Constable Pct 1  
Typed or Printed Name and Title of Chief Administrator or Designee

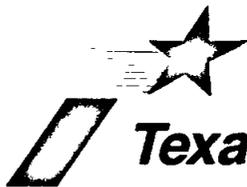
[Signature]  
Signature

Sworn to and subscribed before me, this the 26<sup>th</sup> day of AUGUST, 1996

Notary public in and for the State of Texas  
  
 LINDA HOWELL  
 Notary Public  
 STATE OF TEXAS  
 My Comm. Exp. 2-18-97

LINDA HOWELL  
Printed Name of Notary  
[Signature]  
Signature

**APPLICANT/LICENSE HOLDER: PLEASE READ AND SIGN REVERSE SIDE**



# Texas Department of Transportation

PO. BOX 1210 • ATLANTA, TEXAS 75531-1210 • (903) 796-2851

August 16, 1996

VOL 46 PG 587

FILED  
TEX. A. ST.

AUG 26 1996

UPSHUR C

## Right of Way Fencing

Upshur County  
8019-1-34  
CSJ 1385-01-008  
SH 300  
Parcel 23

Upshur County Commissioner's Court  
Mr. Gaddis Lindsey,  
Commissioner Precinct 1  
P.O. Box 730  
Gilmer, TX 75644

Dear Mr. Lindsey:

Attached is a copy of a letter from Judge Dean dated March 24, 1993 in regards to fencing on the captioned project. Also attached are copies of our right of way map of Mr. Woolf's property.

It was verbally agreed by Judge Dean for the county to pay Mr. Woolf the amount it would cost to construct a fence as described in the letter dated March 24, 1993 and at a cost to be determined at the time a fencing contract is let. Mr. Woolf has a total of 1,358.28 feet of frontage at the new right of way line. As an example; if Upshur County signed a fencing contract and the cost per linear foot was \$1.25 then the county would pay Mr. Woolf \$1,697.85 and he would be responsible for constructing his own fence.

Mr. Woolf has requested this agreement be in writing from the County. Mr. Leonard Grant, our Staff Attorney in Atlanta, believes if the present commissioner's court would approve this request, Mr. Woolf would sign a Deed as part of the consideration.

Your cooperation in this matter is appreciated.

Sincerely,

Kenneth W. Peacock  
District R.O.W. Administrator

KWP:jc  
Attachments

An Equal Opportunity Employer

VOL. 46 PG 588



EVERETT DEAN  
COUNTY JUDGE

P. O. BOX 790  
GILMER, TEXAS 75644

March 24, 1993

RECEIVED				TEXAS DEPARTMENT OF TRANSP				DIST 19-ATLANTA
0000	Dist Eng	00	Acc	0000	Plans			
0000	Dep. DE	00	Design	0000	P.O.W			
0000	Dir. Transp	00	Cont	0000	Lab			
0000	Dir. Adv	00	...	0000	Whse			
MAR 25 1993								
0000	File				<input type="checkbox"/>			
0000	Handle				<input type="checkbox"/>			
0000	Return w/Comments				<input type="checkbox"/>			
0000	Send Copy To				<input type="checkbox"/>			

Mr. Kenneth W. Peacock  
Texas Department of Transportation  
P.O. Box 1210  
Atlanta, TX 75551

Re: Fencing on Highway 300 Project

Dear Mr. Peacock,

Upshur County agrees to replace fencing on the Highway 300 project that will begin soon.

Upshur County will build a 5 strand-American made barbed-wire fence, 6 ft. steel T-posts--10 ft. apart, 6 in. X 8 ft. treated corner posts, 4 in. X 6 ft. 6 in. treated line posts and 12 ft. aluminum gates.

Sincerely,

Everett Dean  
County Judge

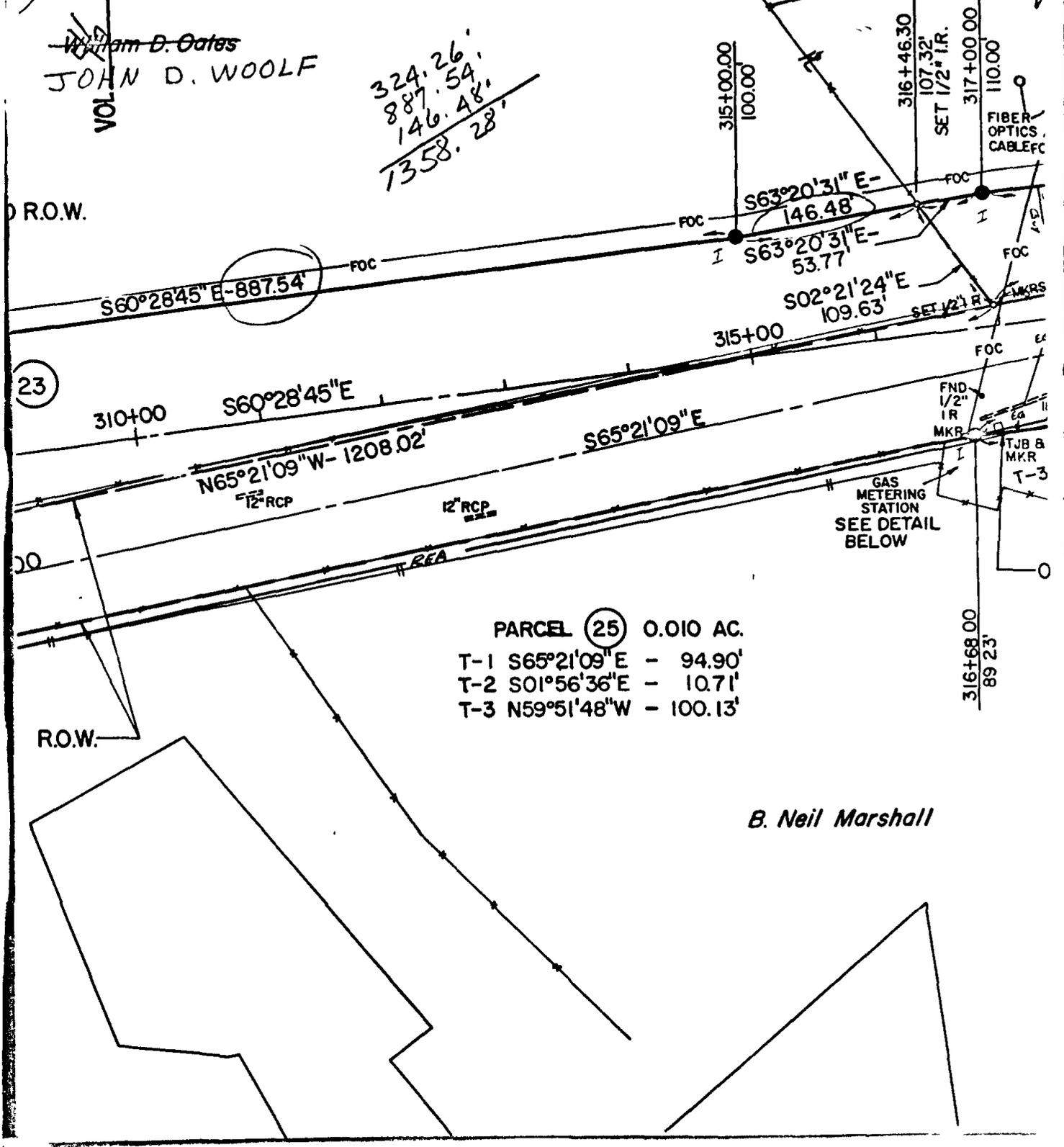
UPSHUR COUNTY COURTHOUSE / BOX 790 / GILMER, TEXAS 75644 / (214) 843-3083  
FAX 903-843-5492



~~Marshall + wife, Patricia McCarty Marshall,  
 Jean Waggoner + husband, Hal Fain Waggoner  
 Robert E. Werthen, III and wife Claudia Werthen,  
 L. Allis and husband John Allis, Beth A. Ditto  
 husband David Ditto, Dora Barber Werthen and  
 and Robert E. Werthen, Jr.~~

~~William D. Oates~~  
**JOHN D. WOOLF**

324.26'  
 887.54'  
 146.48'  
 1358.28'



PARCEL (25) 0.010 AC.  
 T-1 S65°21'09"E - 94.90'  
 T-2 S01°56'36"E - 10.71'  
 T-3 N59°51'48"W - 100.13'

*B. Neil Marshall*

FILED  
REX A. STILL  
COUNTY CLERK  
96 AUG 26 PM 12:30  
GILMER, TEXAS

August 26, 1996

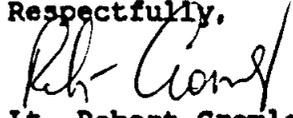
Hon. Charles Still  
Upshur County Judge  
Gilmer, Tx. 75644

Dear Sir;

This letter is to inform you of progress being made on the County Addressing project by Design Graphics. Since my last letter dated July 23, 1996 there has been absolutely no progress made in the addressing project. I have not even had any oral or written communication from Randall Pritchett. I wrote him a letter dated August 5, 1996 in which I made several requests and none of them have been met or any communication with him about them. It is my opinion that Mr. Pritchett does not intend to complete the project to our satisfaction.

I would like to, with the permission of the Commissioners Court, request that the Advisory Commission on State Emergency Communications formally look into our project and report back to the Commissioners Court on their findings and what will need to be done in the future.

Respectfully,



Lt. Robert Crowley  
9-1-1 Coordinator  
Upshur County

VOL 46 PG 592



**Design/Graphics**  
P.O. Box 983  
Gulmer, Texas 75644

FILED  
REX A. SHAW  
COUNTY CLERK

95 AUG 26 PM 12:30  
UPSHUR COUNTY, TX.

BY \_\_\_\_\_ COUNTY

*agenda-2.26-95*

February 8, 1996

**Lt. Robert Cromley**  
911 Coordinator  
Upshur County Sheriff's Dept.

**RE: Consulting Agreement - Dated January 4, 1993**

Dear Lt. Cromley:

Thank you for your patience in receiving the "one complete set of color coded, reproducible maps and a printed road name index" for Upshur County, Texas referenced under Section #1 (e) of the Agreement.

As you are very aware, and perhaps others need to become aware, I have been requesting the County's mapping instructions for several months now. Nonetheless, I acknowledge the receipt of your request for the 11" x 17" map book page sizes. And since you have changed to that page size format from the 8 1/2" x 11", you are also aware that I had to wait for a plotter that will print that particular size of page to become available from my partner in Livingston.

I now have the plotter in my office and will have *the new and completely redrawn* map grid index page to you by Friday, February 9, 1996, and I am hopeful that your approval of the page layout and gridding system will be forth coming in an expeditious manor. Once I have received the County's approval for the page layout and gridding system, I will generate a preliminary Road Name Index List and submit it for the County's approval as well, but that *can not* be done until the page layout and gridding system have been approved and I have received clearance to proceed to the next step in the map production process. Please notify me in writing of your approval and/or any

suggested modification that may be necessary to obtain such approval of the map grid index page.

As to Section #15 of the Agreement, the only records, notes, data, memorandums, models or equipment that is currently in my possession or under my control is one (1), three (3) year old computer that is owned by Upshur County. As you are aware, computer technology is constantly changing and numerous upgrades and/or modifications, as well as normal repairs, have been made to the computer system during the last three years, all of which has been paid for by the Consultant. A complete record of all expenditures for the maintenance and upgrades of the County's computer will be supplied to Mrs. Myra Harris, Upshur County Treasurer, for reimbursement of out of pocket expenses by the Consultant. Upon completion of the map book printing and receipt of reimbursement of the out of pocket expenses incurred by the Consultant, the computer will be delivered to whom ever the County Commissioners Court directs me to deliver it to, and at that time I will go before the Commissioners Court and present the Map Book and computer as the final step in completion of the Upshur County Mapping and Addressing Project.

Sincerely,



Randall Pritchett  
Design/Graphics

cc: Judge Still, Upshur County  
Commissioner Lindsey, Upshur County  
Commissioner Stanley, Upshur County  
Commissioner Thompson, Upshur County  
Commissioner Lloyd, Upshur County  
Myra Harris, Upshur County Treasurer  
Sherff Cross, Upshur County  
Tim Cone, Upshur County District Attorney  
Carolyn Utzman, ETCOG  
Louise Stracener, Upshur County Appraisal District

FILED  
REX  
CST  
96 AUG 26 11:12:30  
CITY

VOL 46 PG 594

MEMO

FILED  
REX A. SHAW  
COUNTY CLERK  
96 AUG 26 PM 12:31  
UPSHUR COUNTY, TEXAS  
BY \_\_\_\_\_

DATE: AUGUST 22, 1996  
TO: COMMISSIONER'S COURT  
Upshur County, Texas  
FROM: TIM CONE  
Criminal District Attorney  
SUBJECT: MEMORANDUM OF AGREEMENT-MOTOR VEHICLE-  
BETWEEN UPSHUR COUNTY AND CSCD

The question has been referred to me regarding the legality of the Memorandum of Agreement that was executed between Upshur County and the Community Supervision and Correction Department (hereinafter referred to as the CSCD) regarding a motor vehicle. My understanding is that the CSCD has purchased the pickup that was involved in the particular matter and, therefore, the issues as it relates to the pickup are moot and will not be addressed. Therefore, the Ford Crown Victoria, I assume, is the only matter that is still involved in this agreement. There was some concern as to whether this was an appropriate agreement under the law. The analysis of the matter involves several different aspects of the law. There was some concern about the issue of liability insurance and, apparently, that has played some part in this effort to make sure that the CSCD has a vehicle for use in their work. Chapter 601 of the Transportation Code basically sets out that all motor vehicles shall have some form of liability insurance or liability coverage. There are various ways of meeting this financial responsibility obligation, but the most common one, of course, is the purchase of liability insurance. However, the CSCD is apparently subject to the Texas Tort Claims Act which is set out in Chapter 101 of the Civil Practice and Remedies Code. Under the provisions of the

Texas Tort Claims Act there are some Attorney General opinions that seem to indicate that it is inappropriate to use state money for buying liability insurance because any tort claims are covered by the act itself. There is a provision of the Tort Claims Act, Section 101.027 that indicates that liability insurance may be purchased for state vehicles, but it is not required to be purchased. However, on several occasions the Attorney General has clearly expressed the opinion that it is inappropriate to use state funds to buy such insurance. Unless appropriate Appellate Court addresses the issue, the Attorney General opinions are to be given force and effect of the law. Therefore, it appears that the state funds that the CSCD indeed cannot and should not be used for the purchase of liability insurance. By the same token, it appears to me that it would be dangerous to operate these particular motor vehicles without appropriate insurance coverage. Therefore, the obtaining of this particular vehicle for use by the CSCD would seem to be appropriate because the county can indeed purchase and should purchase liability insurance coverage for motor vehicles that are owned by the County.

There was some concern that this agreement was some sort of a loan from the County to the CSCD. After reviewing the document, it is clear to me that it is not a loan. It almost appears to be in the form of a lease. However, I'm not sure it is a lease, either. But, it is clearly not a loan because the motor vehicle itself belongs to the County pursuant to the terms of the agreement. Since it is not a loan of money, the agreement does not appear to violate any legislation or constitutional provision I am familiar with. Simply stated, the memorandum that I have been provided with does not appear to violate the law or to be illegal in any form. If you have any further questions about the matter, please feel free to contact me.

VOL. 46 PG. 596

Thank you for your cooperation and attention.



TIM CONE  
Criminal District Attorney

TC/mb

Enclosures

cc: Jo Ann Stocks

MEMORANDUM OF AGREEMENT

This memorandum constitutes an agreement between Upshur County and the Community Supervision and Corrections Department serving the Courts of Upshur and Marion Counties (hereinafter called CSCD); and is entered into for the purpose of providing vehicles for use by the Community Supervision and Corrections Department.

In consideration of the mutual undertakings contained, the parties hereto agree as follow:

- 1. Upshur County will pay the purchase price of the vehicles (1996 Ford Crown Victoria and 1996 Ford Ranger PU-V6) designated by the CSCD and will include the vehicles on the county insurance.
- 2. The CSCD agrees to pay to the County: \$1,000.00 upon purchase, and then \$550.00 per month for use of the car, and \$1,000.00 upon purchase, and then \$450.00 per month for use of the pickup, said payments not to exceed 36 months. After the 36 month period, the CSCD agrees to pay the County \$200.00 per month for the use of both vehicles.
- 4. The CSCD agrees to provide all maintenance, repair, and upkeep for said vehicles at no cost to the County.

The CSCD understands the said vehicles are the property of the County and will respect the property as if it were owned by the department. The County understands the said vehicles are for the sole use of the CSCD and will not presume to infringe on this agreement.

AGREED, this the 14 day of August, 1996.

UPSHUR COUNTY:

COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

Charles Still  
Charles Still, County Judge

Jo Ann Stocks  
Jo Ann Stocks, Director

Gaddis Lindsey  
Gaddis Lindsey, Commissioner  
Precinct 1

Tommy Stanley  
Tommy Stanley, Commissioner  
Precinct 2

David Loyd  
David Loyd, Commissioner  
Precinct 3

Kenny Thompson  
Kenny Thompson, Commissioner  
Precinct 4

*The deal  
the com-  
T. Stocks*

**STATE PURCHASING:**

**1996 FORD CROWN VICTORIA - 4 Door - Series 374C**  
Air conditioner, Cruise Control, Power Locks,  
AM-FM Radio, Supression Package for Two-Way Radio,  
Exterior Mirrors (Dark blue/light blue interior)

Purchase Price	\$17,991.00
Insurance/3yrs	1,800.00
Sub-total	19,791.00
Less payment	-1,000.00
Total	\$18,781.00

Payments of \$550 per month for 36 months  
(\$1,009.00 over cost of car & insurance) \$19,800.00

**LONG MOTOR COMPANY:** (Cost is less than \$15,000 does not have to be let for bids)

**1996 Ford Ranger XL Pickup- V6**  
Automatic, air conditioner, power  
steering & brakes, back bumper,  
AM-FM radio (Electric red/tan interior)

Purchase Price	\$14,989.00
Insurance/3yrs	1,650.00
Sub-total	16,639.00
Less Payment	-1,000.00
Total	\$15,639.00

Payments of \$450.00 per month for 36 months  
(\$561.00 over cost of truck and insurance) \$16,200.00

**TEXAS ASSOCIATION OF COUNTIES**

P O 2131  
AUSTIN TEXAS 78768-2131  
FAX 512 478 1426

phone 512 478 8753

DATE: 8-9-96

TO: JO ANN STOCKS - UP SHUR CO <sup>ADULT</sup> ~~JANUARY~~ PROBATION  
FAX #: 903 843 3389

NUMBER OF PAGES 1 INCLUDING COVER PAGE. IF YOU DO NOT RECEIVE  
THE CORRECT NUMBER OF PAGES, PLEASE CALL ME AS SOON AS POSSIBLE.

FROM: JERI PORTER - PROGRAM ADMINISTRATION

REF: AUTO LIABILITY/PHYS DAMAGE

COMMENT:

BASED ON THE INFORMATION PROVIDED, OUR ANNUAL PREMIUM TO ADD THE  
CROWN VIC WILL BE \$544. THE P/U WILL BE \$517. THIS MIGHT CHANGE SOMEWHAT  
WHEN WE ARE PROVIDED WITH THE IDS (DUE TO RATING TECHNICALITIES) BUT  
THIS SHOULD BE CLOSE.

PLEASE ADVISE IF WE ARE TO ADD AND IF SO, THE EFFECTIVE DATE PLUS THE FULL  
IDS.

THANKS! CALL ME IF YOU HAVE QUESTIONS PLEASE.

T. A. C.

1-800-456-5974

Jeri Porter 2300

4.) Section 57 to Article 11 of the General Appropriations Act for FY'96-'97 would forbid the use of state monies to procure liability insurance through the Texas Association of Counties for state-owned or CSCD-owned vehicles. However, I know of no reason why a county cannot procure liability insurance for a county-owned vehicle used by a CSCD and the CSCD reimburse the county for obtaining insurance on the vehicle if that is a condition imposed by the county for the use of its vehicles by a CSCD.

5.) Are CSCD's or CJAD prohibited from starting their own self insurance pool?

5.) I know of no reason why CSCDs could not start their own self-insurance pool. However, CJAD could not participate in such a pool.

6.) How are CSCD's protected from uninsured motorists?

6.) CSCDs are not protected from uninsured motorists. Unfortunately this is one of the implications of complying with Section 57 to Article 11 of the General Appropriations Act.

7.) Are CSCD's allowed to renew insurance coverage during Fiscal Year '96 with CSCD funds, and if so, for how long?

7.) Yes, the policy statement issued by CJAD only states that certain insurance policies cannot be procure with state monies distributed to CSCDs in FY'97. Thus, a CSCD may still procure liability coverage for vehicles for however long the policy stipulates as long as the insurance policy is obtained prior to September 1, 1996.

8.) Has CJAD designated a contact person to handle third party claims? How about coordination with the Attorney General's Office?

8.) If a third party claim is asserted against your department I would recommend that you contact the CJAD budget officer responsible for your department or Donna Farris at (512)305-9320. In regards to coordinating efforts with the Office of the Attorney General, I would recommend that you follow the procedure outlined in answer No. 2 of this letter.

9.) Has anyone analyzed the loss history of and insurance premiums paid from CSCD's to determine the financial impact on future resources, if any?

9.) To my knowledge no one has analyzed the loss history of and insurance premiums paid from CSCDs. However, I anticipate that this is a matter that CJAD will study in the near future in conjunction with the Judicial Advisory Council and the Probation Advisory Committee.

VOL 46 PG 601

**ELECTION JUDGES FOR 1996-1997**

FILED  
REX A. SHAW  
COUNTY CLERK  
96 AUG 26 PM 12:30  
WPC:V. J. T.  
BY \_\_\_\_\_ CLERK

**NEW POLLING PLACES**

**ROSEWOOD BAPTISH CHURCH, FELLOWSHIP HALL**

**SIMPSONVILLE FIRE STATION**

**GLENWOOD FIRST BAPTIST CHURCH, FELLOWSHIP HALL**

**RULES:**

- 1: NO SMOAKING OR DRINKING ON GROWNDS OR BUILDING**
- 2: NO SIGNS ON CHURCH PROPERTY**
- 3: ALL PARTS OF THE BUILDING EXCEPT THE FELLOWSHIP HALL FOR VOTING, THE BATHROOMS AND THE KITCHEN FOR JUDGES ONLY ARE OFF LIMITS.**

ELECTION JUDGES FOR 1996-1997

PCT. 1  
MARY JO MOORE  
ROUTE 8, BOX 978  
GILMER, TEXAS 75644

PCT. 2  
GARLAND SMITH  
ROUTE 2, BOX 125  
GLADEWATER, TEXAS 75647  
(903) 845-3509

PCT. 3  
GENEVA WILCOX  
ROUTE 8, BOX 738  
GILMER, TEXAS 75644  
(903) 734-4040

PCT. 4  
ALICE BROWN  
ROUTE 2, BOX 162  
GLADEWATER, TEXAS 75647  
(903) 759-4230

PCT. 5  
BILL COLLINS, SR.  
ROUTE 1, BOX 734  
GILMER, TEXAS 75644  
(903) 734-4219

PCT. 6  
JEAN WILLEFORD  
ROUTE 1, BOX 187  
DIANA, TEXAS 75640  
(903) 663-0166

PCT. 7  
BOBBIE NUGENT  
ROUTE 6, BOX 481  
GILMER, TEXAS 75644  
(903) 762-6373

PCT. 8  
MACK OLIVER  
ROUTE 5, BOX 555  
GILMER, TEXAS 75644  
(903) 797-6874

PCT. 9  
BOBBIE BOWERS  
P. O. BOX 135  
ORE CITY, TEXAS 75683  
(903) 968-3921

PCT. 10  
MARGARET MONTS  
ROUTE 1, BOX 249  
PITTSBURG, TEXAS 75686  
(903) 762-6667

EARLY VOTING  
FRANKIE HAMBERLIN  
ROUTE 4, BOX 34  
GILMER, TEXAS 75644

PCT. 11  
DUANE TUCKER  
ROUTE 2, BOX 2164  
GILMER, TEXAS 75644  
(903)

PCT. 12  
LYNDA CHILDRESS  
P. O. BOX 687  
BIG SANDY, TEXAS 75755  
(903)

PCT. 13  
FARRIS ARRINGTON  
P. O. BOX 217  
GILMER, TEXAS 75644  
(903) 734-4482

PCT. 14  
FERN ARTERBURN  
ROUTE 8, BOX 468  
GILMER, TEXAS 75644  
(903) 734-4252

PCT. 15  
WAYNE ARNOLD  
521 KAUFMAN  
GILMER, TEXAS 75644  
(903) 843-2302

PCT. 16  
CANDY PATTERSON  
ROUTE 2, BOX 833  
GILMER, TEXAS 75644  
(903) 762-2336

PCT. 17  
JEWELL RICHARDS  
ROUTE 7, BOX 290  
GILMER, TEXAS 75644  
(903) 725-5780

PCT. 18  
MILTON DACUS  
ROUTE 8, BOX 85077  
WINNSBORO, TEXAS 75494  
(903)

PCT. 19  
LEORA JOHNSON  
ROUTE 4, BOX 1042  
GILMER, TEXAS 75644  
(903) 725-5206

PCT. 20  
CHERYL CORBIN  
ROUTE 3, BOX 318  
GILMER, TEXAS 75644  
(903) 725-6505

RECOMENDED ALTERNATE JUDGES

VOL 46 PG 003

PCT. 1  
MARGIE MATLOCK  
ROUTE 8, BOX 987B  
GILMER, TEXAS 75644

PCT. 2

JAMES HIGGINS  
ROUTE 2, BOX 123A  
GLADEWATER, TEXAS 75647

PCT. 3

PCT. 4  
EMMA PACE  
ROUTE 1, BOX 494  
GILMER, TEXAS 75644

PCT. 5  
DOLORES HANKS  
#4 HILLCREST  
GILMER, TEXAS 75644

PCT. 6  
VELMA NUGENT  
ROUTE 3, BOX 529A  
DIANA, TEXAS 75640

PCT. 7  
SUE WALLER  
P. O. BOX 236  
GILMER, TEXAS 75644

PCT. 8  
LINDA CLAY  
ROUTE 5, BOX 590  
GILMER, TEXAS 75644

PCT. 9  
MEREDYTHE RAWLS  
BOX 175  
ORE CITY, TEXAS 75683

PCT. 10  
IRIS HARTE  
P. O. BOX 0595  
LONE STAR, TEXAS 75668

EARLY VOTING  
PAM LONG  
521 S. MONTGOMERY  
GILMER, TEXAS 75644

PCT. 11  
CINDY STARR  
ROUTE 6, BOX 656A  
GILMER, TEXAS 75644

PCT. 12  
MELANIE WILLIS  
604 N. PEARL  
BIG SANDY, TEXAS 75755

PCT. 13  
OPAL MECEY  
ROUTE 3, BOX 432A  
GILMER, TEXAS 75644

PCT. 14  
LINDA SKINNER  
505 RODEO ST.  
GLADEWATER, TEXAS 75647

PCT. 15

PCT. 16  
GLENDA COX  
ROUTE 7, BOX 166  
GILMER, TEXAS 75644

PCT. 17  
JOAN WARREN  
ROUTE 7, BOX 302  
GILMER, TEXAS 75644

PCT. 18  
MILTON DACUS  
ROUTE 8, BOX 85077  
WINNSBORO, TEXAS 75494

PCT. 19  
LINDA BLACKSTON  
ROUTE 4, BOX 722  
GILMER, TEXAS 75644

PCT. 20

VOL 46 PG 604

MEMO

FILED  
REX A. SHAW  
COUNTY CLERK  
96 AUG 26 PM 12:30  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
PROPERTY

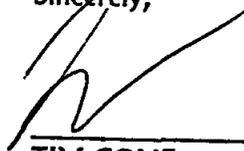
*Record*

DATE: AUGUST 8, 1996  
TO: COMMISSIONER'S COURT  
Upshur County, Texas  
FROM: TIM CONE  
Criminal District Attorney  
SUBJECT: BUILDING OF A ROAD FOR BIG SANDY ECONOMIC DEVELOPMENT,  
COOPERATION

There has been a request made for my opinion regarding the County's authority to build a road on property owned by Big Sandy Economic Development Corp. I have been provided some material and have located other materials that may be of assistance in this particular matter. Generally speaking, the County cannot give funds or provide assistance (manpower and equipment) for any private purpose. This is pursuant to the Texas Constitution, Article 3 Section 52. Further, there is attached an opinion from the Attorney General's office No. 96-035 dated March 28, 1996, that would at first blush indicate that the County cannot donate county tax funds to such a development corporation. Without anything further, there is a strong argument to be made that the opinion answers the question that has been raised with a firm "no". However, Article 3, Section 52-a of the Texas Constitution of which I have also provided a copy attached to this memorandum, and some enabling legislation under Section 381.004 of the Local Government Code, which I have also attached hereto arguably would distinguish the matter that was discussed in the Attorney General's Opinion and indicate that such an action on behalf of the County probably is authorized under those last two sections mentioned. Therefore, based on the provisions of

Article 3, Section 52-a and Section 381.004 of the Local Government Code, it is my opinion that, absent any further information that the action of building the road by the County would be authorized.

Sincerely,



---

TIM CONE  
Criminal District Attorney  
Upshur County, Texas

TC/mb

cc: Sarah Dumas  
Maxey Swanner

FILED  
REX A. SHAW  
COUNTY CLERK

96 AUG 26 11:10:58

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

BY \_\_\_\_\_  
CLERK

PRECINCT 1

DATE 8-12-96

Formal notice is hereby given that Beard Williamson whose principal address is 401 N. Ft. Pecos does hereby propose to place a Culvert (2) within the ROW of County Road Willow Oak Rd. The location and description of the proposed lines or appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

I, \_\_\_\_\_, hereby attest that I have read the conditions set forth in this application and understand it's contents. NAME Barbara Lundy TITLE Clerk

APPROVAL OF PERMIT APPLICATION

The Upshur County Commissioners Court offers no objections to the location on the right of way of your proposed roadbed 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.

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. 1

COMMISSIONER PCT. 2

COMMISSIONER PCT. 3

COMMISSIONER PCT. 4

VOL 46 PG 108

FILED  
REX A. SHAW  
COUNTY CLERK

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

SEP 26 12:30  
COUNTY CLERK  
BY \_\_\_\_\_

PRECINCT #4  
DATE 8-23-96

Formal notice is hereby given that NOEL WEATHERBY whose principal address is RT. 1 BOX 272-A, BIG SANDY, TX 75455 hereby propose to place a CULVERT within the ROW of County Road HORSE 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 Noel Weatherby TITLE \_\_\_\_\_

725-5164 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.

Gaddis Lindsey  
Tommy Stank

David Roze

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §  
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

96 JUN 26 PM 12:30

The undersigned WEYERHAEUSER, 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 length) \_\_\_\_\_

SILVER MAPLE AND PECAN

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.

Greg Major  
First Party Signature  
HC 74 BOX 100, WRIGHT CITY, OK. 75766  
Address  
Tel. No: 405-981-1506 Date: 8-21-96

County Judge  
Charles Lytle Commissioner 71  
Tommy Stanley Commissioner 72  
David Boyd Commissioner 73  
Chris ... Commissioner 74

\*(Good for 90 days from date requested)

\_\_\_\_\_  
Date

VOL 1710 PG 1009

THE STATE OF TEXAS §  
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

REX A. SHERMAN  
COUNTY CLERK

The undersigned TUTT LOGGING, 96 AUG 26 PM 12:30  
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 lands 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) \_\_\_\_\_

TULIP, SUMAC, RED CLOVER, POINSETTIA

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.

David Tuttle by Pamela Tuttle  
First Party Signature

RT. 7 BOX 279, GILMER, TEXAS 75644  
Address

tel. No 903-762-6472 Date: 8-20-96

\_\_\_\_\_  
County Judge

Yvonne Smith  
Commissioner 71

Sony Standle  
Commissioner 72

David Foy  
Commissioner 73

Chas E. [Signature]  
Commissioner 74

\*(Good for 90 days from date requested)

\_\_\_\_\_  
Date

APPLICATION FOR FILLING ABANDONED WELL

REC. 9011

95 AUG 26 PM 12:30

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

BY \_\_\_\_\_

BY \_\_\_\_\_

RE: ABANDONED WELL OWNED BY Charles & Barbara McLaren  
762-2634

2796 FM Coy C ROAD.

GENTLEMEN:

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

RESPECTFULLY YOURS,

Barbara McLaren

PRECINCT # 2  
DATE 8-16-96

APPROVED \_\_\_\_\_ REJECTED \_\_\_\_\_

CHARLES L. STILL, COUNTY JUDGE

Gaddis Lindsey  
GADDIS LINDSEY, COMMISSIONER 1

Tommy Stanley  
TOMMY STANLEY, COMMISSIONER 2

David Loyd  
DAVID LOYD, COMMISSIONER 3

Charles K. Thompson  
CHARLES K. THOMPSON, COMMISSIONER 4

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS
COU

96 AUG 26 PM 12:30

The undersigned OXY U.S.A. 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) PHEASANT TRAIL

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 HEAVY EQUIPMENT 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.

X First Party Signature
3380 PINE TREE ROAD, LONGVIEW, TX. 75605
Address
Tel. No: 903-295-4556 Date: 8-14-96

Signature attached to back of copy

County Judge
Commissioner 71
Commissioner 72
Commissioner 73
Commissioner 74

\*(Good for 90 days from date requested)

Date

SPECIAL ROAD USE AGREEMENT CONTRACT

VOL 46 PG 613

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR §

The undersigned OXY H.F.A. hereinafter referred to as First Party, County Judge and taken an agreement with Upshur County, Commission of Precinct No. 1, Upshur County, Texas, and in order to get material to be used in necessary to use a portion of Upshur County roads located in Precinct No. 1, over which Commission 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 said roads, enter into the following agreement:

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

SHIMANE TRAIL

2. First Party agrees to use the road for no other purpose than to haul 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, within the time agreement, labor and materials, if any needed, during the duration of time that First Party is hauling material 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 Commission's Court to insure performance of agreement.

6. Nothing herein shall be construed to violate or be the manifestation of the authority granted him by Article 6216, V.A.C.S., but the rights and authority granted the Commission by the terms of Article 6216, V.A.C.S., are expressly reserved by the Commission in the event First Party fails to abide by the conditions above set forth.

Signature of First Party: [Signature]

3380 PINE TREE ROAD, LONGVIEW, TX 75605

Address

Tel. No: 903-295-4556

Dist: [ ]

County Judge Signatures: [Signatures]

(Good for 90 days from date requested)

Date

Post-it brand fax transmission form with fields for To, From, Co, Dept, Phone, Fax.

Stamp: 295-4556

843-5492

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT #1

DATE 8-14-96

Formal notice is hereby given that J & H PLANT CONST. INC. whose principal address is P.O. BOX 589, WHITE OAK TX. 75692 does hereby propose to place a PIPELINE within the ROW of County Road STURROCK, BOB-O-LINK AND PELICAN. 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, Joe R Price, hereby attest that I have read the conditions set forth in this application and understand it's

contents. NAME \_\_\_\_\_ TITLE FORMAN

759-3642 OR 759-9099 JOE PRICE  
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.

Gaddis Lindsey  
Tommy Stanley

David Floyd

SPECIAL ROAD USE AGREEMENT CONTRACT

VOL. 46 PG 615

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR §

96 AUG 26 8:12:30

The undersigned SCULL 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) \_\_\_\_\_

SHATTLES 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.

Scott H. Moore  
First Party Signature

P.O. BOX 440, TENAHA, TX. 75974

Address

Tel. No: 409-248-5200

Date: 8-14-96

\_\_\_\_\_  
County Judge

Gaddis Jones  
Commissioner #1

Sam Stanley  
Commissioner #2

David Lloyd  
Commissioner #3

Ch. R. Jones  
Commissioner #4

\*(Good for 90 days from date requested)

\_\_\_\_\_  
Date

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §  
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS  
FILED  
REX W. SHAW  
COUNTY CLERK

95 AUG 26 PM 12:30

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

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

SUMAC

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.

[Signature] \_\_\_\_\_ County Judge  
First Party/Signature Hans Hollenshead

P.O. BOX 899, CARTHAGE, TX, 75633  
Address

Tel. No 936-9696 Date: 8-14-96

[Signature] Commissioner 71  
[Signature] Commissioner 72  
[Signature] Commissioner 73  
[Signature] Commissioner 74

\*(Good for 90 days from date requested)

\_\_\_\_\_  
Date

FILED  
RECORDED  
COUNTY

96 AUG 26 PM 12:30

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT #2

DATE 8-13-96

Formal notice is hereby given that JAMES E. HYDEN whose principal address is RT. 1 BOX DE8, DIANA, TX. 75640 does hereby propose to place a CULVERT within the ROW of County Road BOIS'D'ARC-DIANA ESTATES. 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 E. Hyden TITLE \_\_\_\_\_

797-2400 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.

*Carol Pridgen*  
*Tommy Starke*

*David Reel*

**SPECIAL ROAD USE AGREEMENT CONTRACT**

THE STATE OF TEXAS §  
COUNTY OF UPSHUR §

FILED  
REX  
COM  
KNOW ALL MEN BY THESE PRESENTS  
96 AUG 25 2:30  
COUNTY CLERK, TX.

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

1.  
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) \_\_\_\_\_  
MARTIN AND MOCKINGBIRD

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.

Billy Tucker  
First Party Signature  
P.O. BOX 1105, OMAHA, TX 75571  
Address  
Tel. No 903-897-3104 Date: 8-13-96

County Judge  
Yadlos Funder  
Commissioner #1  
Tommy Stanley  
Commissioner #2  
David Reed  
Commissioner #3  
Carl R. Thompson  
Commissioner #4

\*(Good for 90 days from date requested)

\_\_\_\_\_  
Date

THE STATE OF TEXAS §  
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

REC-111  
AUG 26 11:12:30

The undersigned SOUTHERN LAND AND TIMBER, 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) \_\_\_\_\_

WHITE CEDAR, WHITE OAK, LOCUST TO HWY. 80

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

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

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

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

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

[Signature]  
First Party Signature

P.O. BOX 8158, JACKSONVILLE, TX. 75766  
Address

Tel. No: 903-589-5050      Date: 8-19-96

[Signature] County Judge  
[Signature] Commissioner 71  
[Signature] Commissioner 72  
[Signature] Commissioner 73  
[Signature] Commissioner 74

\*(Good for 90 days from date requested)

\_\_\_\_\_  
Date

VOL 46 PG 120

FILLED  
REX A SHAY  
COUNTY CLERK

06 AUG 26 PM 12:30

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

BY \_\_\_\_\_  
LETHEY

PRECINCT #2

DATE 8-19-96

Formal notice is hereby given that JOHN IRWIN whose principal address is 702 N. MONTGOMERY, GILMER, TX 75640 does hereby propose to place a CULVERT within the ROW of County Road ASTER 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 John Irwin TITLE \_\_\_\_\_

843-5582

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.

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

*W. A. ...*  
\_\_\_\_\_  
COMMISSIONER PCT. 1

*Tommy Stanley*  
\_\_\_\_\_  
COMMISSIONER PCT. 2

*David ...*  
\_\_\_\_\_  
COMMISSIONER PCT. 3

*...*  
\_\_\_\_\_  
COMMISSIONER PCT. 4

UPSHUR COUNTY COMMISSIONER'S COURT  
8-21-1996

UPSHUR COUNTY COMMISSIONER'S COURT MET FOR PUBLIC HEARING.  
ALL MEMBERS PRESENT EXCEPT COMMISSIONER DAVID LOYD.

HEARING WAS HELD DUE TO A PROPOSED TAX INCREASE FOR FISCAL  
YEAR OF 1996-97. THE PROPOSED BUDGET WAS DISCUSSED AND WAS  
READY TO BE PLACED IN THE COUNTY CLERK'S OFFICE FOR PUBLIC  
VIEWING AND INSPECTION AT 2:01 ON THIS DATE.

THE COURT ASKED FOR PUBLICATION OF NEXT NOTICE OF BUDGET  
HEARING BE GIVEN TO THE GILMER MIRROR FOR PUBLISHING ON  
SATURDAY, AUGUST 24, 1996. COPY OF NOTICES ATTACHED.

*Charles Still*  
-----  
JUDGE CHARLES STILL

*Gaddis Lindsey*  
-----  
COMMISSIONER GADDIS LINDSEY

*Tommy Stanley*  
-----  
COMMISSIONER TOMMY STANLEY

*David Loyd*  
-----  
COMMISSIONER DAVID LOYD

*Charles (Tennely) Thompson*  
-----  
COMMISSIONER CHARLES (TENNELY) THOMPSON

FILED  
REX  
COURT  
96 AUG 26 PM 12:31  
CLERK

ATTENDANCE OTHER THAN COURT MEMBERS INCLUDED UPSHUR COUNTY  
TREASURER, COUNTY AUDITOR AND COUNTY CLERK.

VOL 46 PG 623

NOTICE OF PUBLIC HEARING  
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS  
WEDNESDAY, AUGUST 21, 1996, 9:00 AM  
UPSHUR COUNTY COURTHOUSE, THIRD FLOOR

The Upshur County Commissioners Court will hold a public hearing on a proposed tax increase. The hearing will be August 21, 1996 at 9:00 AM in the Commissioners Courtroom, third floor, Upshur County Courthouse.

FILED  
PEX A CH/W  
COURT ROOM  
96 AUG 15 PM 2:25  
BY [Signature]  
CLERK

FILED  
PEX A CH/W  
COURT ROOM  
96 AUG 22 PM 3:22  
BY \_\_\_\_\_  
CLERK

# Notice of Vote on Tax Rate

The Upshur County Commissioner's Court  
conducted a public hearing  
on a proposal  
to increase your property taxes  
by 6.68 percent  
on August 21, 1996.

The Upshur County Commissioner's Court  
is scheduled to vote  
on the tax rate at a  
public meeting to be held  
on SEPTEMBER 3, 1996  
at 1:00 pm, Commissioner's Court Rm, 3rd floor,  
Upshur County Courthouse

95 AUG 22 PM 3:22  
UPSHUR COUNTY CLERK  
FILED

50-197  
(Rev. 5-96/4)

## Notice of Public Hearing on Tax Increase

The Upshur County Commissioners Court will hold a public hearing on a proposal to increase total tax revenues from properties on the tax roll in 1995 by 6.68 percent. Your individual taxes may increase at a greater or lesser rate, or even decrease, depending on the change in the taxable value of your property in relation to the change in taxable value of all other property.

The public hearing will be held on Aug. 21, 1996 at 9:00 a.m.

FOR the proposal: Charles Still, Charles K. Thompson, David Loyd, Tommy Stanley,  
AGAINST the proposal: Gaddis Lindsey

PRESENT and not voting:

ABSENT:

The statement above shows the percentage increase the proposed rate represents over the effective tax rate that the unit published on July 27, 1996. The following table compares taxes on an average home in this taxing unit last year to taxes proposed on the average home this year. Again, your individual taxes may be higher or lower, depending on the taxable value of your property

	Last Year	This Year
Average home value	\$ <u>36,063</u>	\$ <u>37,260</u>
General exemptions available (amount available on the average home, not including senior citizen's or disabled person's exemptions)	\$ <u>7,894</u>	\$ <u>8,112</u>
Average taxable value	\$ <u>28,169</u>	\$ <u>29,148</u>
Tax rate	0. <u>55800</u> / \$100	0. <u>57000</u> / \$100 (proposed)
Tax	\$ <u>157.18</u>	\$ <u>166.14</u> (proposed)

Under this proposal taxes on the average home would increase by \$ 8.96 or 5.70 percent compared with last year's taxes. Comparing tax rates without adjusting for changes in property value, the tax rate would increase by \$ 0.01200 per \$100 of taxable value or 2.15 percent compared to last year's tax rate. These tax rate figures are not adjusted for changes in the taxable value of property.

FILED  
 REX A. SMITH  
 COUNTY CLERK  
 55 AUG 22 PM 3:22  
 UPSR L 0114 TX  
 OR  
 TRIM

**NOTICE OF BUDGET HEARING**

**UPSHUR COUNTY FISCAL YEAR 1996-97**

UPSHUR COUNTY WILL HOLD A PUBLIC HEARING AT 1:00 PM, TUESDAY, SEPTEMBER 3, 1996, IN THE COMMISSIONERS COURTROOM, LOCATED ON THE 3rd FLOOR OF THE UPSHUR COUNTY COURTHOUSE, FOR THE PURPOSE OF RECEIVING WRITTEN OR ORAL COMMENT FROM THE PUBLIC CONCERNING THE PROPOSED ANNUAL BUDGET FOR THE 1996-97 FISCAL YEAR, AS SUMMARIZED BELOW. ALL INTERESTED CITIZENS AND ORGANIZATIONS REPRESENTING THE INTEREST OF THE CITIZENS OF UPSHUR COUNTY ARE ENCOURAGED TO ATTEND AND TO SUBMIT COMMENTS.

A COPY OF THE PROPOSED BUDGET IS ON FILE IN THE COUNTY CLERKS OFFICE FOR YOUR VIEWING.

A PUBLIC MEETING TO VOTE ON THE TAX RATE WILL BE HELD FOLLOWING THE ABOVE SCHEDULED MEETING. UPSHUR COUNTY PROPOSES A TAX RATE OF 0.57/\$100 FOR THE 1996-97 FISCAL YEAR.

**SUMMARY OF BUDGET AS PROPOSED**

\*\*\*\*\*

FUNCTION	BUDGET 1995-96	BUDGET 1996-97
GENERAL FUND	\$4,092,854	\$4,455,185
INDIGENT HEALTH	85,000	100,000
ROAD & BRIDGE	1,562,842	1,617,879
DEBT SERVICE	443,833	421,507
RIGHT OF WAY	150,000	150,000
INSURANCE	500,000	500,000
<b>TOTAL</b>	<b>\$6,834,529</b>	<b>\$7,244,571</b>

\*\*\*\*\*

96 AUG 22 PM 3:22  
 FILED  
 REX A. SHAW  
 COUNTY CLERK



VOL 46 PG 628