

NOTICE OF MEETING  
 COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS  
 MONDAY, OCTOBER 28, 1996, 9:00 AM, SPECIAL SESSION  
 UPSHUR COUNTY COURTHOUSE, THIRD FLOOR

AGENDA

1. Approve minutes of previous meetings.
2. Consider budget amendments and take appropriate action.
3. Consider approval of accounts payable and take appropriate action.
4. Consider approval of payroll changes.
5. Consider purchase of right of way for Hwy. 1845 and take action as needed.
6. Hear Robert Cromley or Sheriff Cross on proposed purchase or bids for radio equipment.
7. Discuss COBRA insurance rates and take action.
8. Consider request from City of East Mt. to make emergency repairs on Adkins Lane.
9. Consider setting speed limit on Myrtle Road at 40 MPH.(Pct. 2.)
10. Consider posting speed zones in Union Grove area on White Oak, Old 271 and Willow Oak.(Pct. 1)
11. Consider continuation of maintenance service agreement with P & P Assoc. on typewriters.
12. Discuss and take action on any County contracts.
13. Discuss maintenance agreement on telephone and postage meter.
14. Hear citizens on matters of concern such as contracts, bids or expenditures and Commissioners Court take necessary action on any of these items.
15. Accept for recording the bond and oath of Deputy Constable Larry Sewell.
16. Hear Cloddie Henson concerning an additional Deputy Constable.
17. Accept for recording purposes only the signed Interlocal Agreement between Upshur County and the Houston-Galveston Area Council.
18. Approve applications for use of Upshur County roads and right of way.
19. Consider a motion giving the County Judge authority to execute writs of entry agreements for right of way necessary to construct the Sabine River Bridge.
20. Consider payment of assessment due to the First Administrative Judicial District.

FILED  
 REX SHERIFF  
 OCT 24 PM 3:32  
 UPSHUR COUNTY, TX.

DEPUTY

*Charles L. Still*

Charles L. Still  
 County Judge

72 hour notice 10-24, 1996  
 (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  
10-28-1996

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

1. MOTION BY TOMMY STANLEY SECONDED BY KENNEY THOMPSON TO APPROVE MINUTES OF PREVIOUS MEETING DATED 10-11-1996. MOTION CARRIED.
2. AGENDA ITEM CONCERNING BUDGET AMENDMENTS WILL BE TABLED UNTIL 10-31-1996.
3. MOTION BY DAVID LOYD SECONDED BY KENNEY THOMPSON TO APPROVE PAYING ALL BILLS NOT REQUIRING BUDGET AMENDMENTS. MOTION CARRIED. COPY ATTACHED.
4. MOTION BY KENNEY THOMPSON SECONDED BY DAVID LOYD TO APPROVE GRADE STEP TABLE FOR HOURLY PAID EMPLOYEES AND TO APPROVE THE FOLLOWING PAYROLL CHANGES THAT ARE CHANGED TO COMPLY WITH NEW HOURLY GRADE STEP TABLE DUE TO FEDERAL LAW INCREASE OF MINIMUM WAGE: JUDITH MCBRIDE, PAULA KIMERY, JEAN MILLER, HANNAH JAMISON, EARL BECK, ELLIS JONES, ANTHONY STINE, CHARLES HARGEST, LEON JONES, GEORGE GLENN, JACK SETTLES, ENNIS GAGE, GERALD RAYLUND TIMMONS, KEVIN LOYD AND ASHLYE THORPE. MOTION CARRIED. COPY OF GRADE STEP TABLE FOR HOURLY PAID EMPLOYEES AND PAYROLL CHANGE REPORTS ATTACHED.
5. MOTION BY KENNEY THOMPSON SECONDED BY GADDIS LINDSEY TO APPROVE TABLING ANY ACTION ON AGENDA ITEM CONCERNING PURCHASE OF RIGHT OF WAY FOR HWY. 1845. MOTION CARRIED. ITEM WILL BE CONSIDERED MEETING OF OCTOBER 31, 1996.
6. SHERIFF BUCK CROSS MET WITH COURT TO REQUEST FOR COUNTY GO OUT FOR BIDS FOR NEW RADIO EQUIPMENT. MOTION CARRIED. BIDS WILL BE OPENED 11-27-1996.
7. MOTION BY GADDIS LINDSEY SECONDED BY DAVID LOYD TO APPROVE TABLING AGENDA ITEM CONCERNING COBRA INSURANCE RATES UNTIL 10-31-1996.
8. MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO APPROVE TABLING AGENDA ITEM CONCERNING REQUEST FROM CITY OF EAST MOUNTAIN TO MAKE EMERGENCY REPAIRS ON ADKINS LANE. THIS AGENDA ITEM WILL BE CONSIDERED AGAIN 10-31-1996. MOTION CARRIED.
9. MOTION BY TOMMY STANLEY SECONDED BY DAVID LOYD TO APPROVE SETTING SPEED LIMIT AT 40 M.P.H. ON MYRTLE ROAD IN PRECINCT 2. MOTION CARRIED.

10. MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO APPROVE SETTING THE FOLLOWING SPEED LIMITS ON THE FOLLOWING ROADS:

WHITE OAK ROAD(BEGINNING TO END)	45 M.P.H.
OLD 271(ALL AREAS OTHER THAN SCHOOL ZONE)	45 M.P.H.
WILLOW OAK	35 M.P.H.
WILLOW OAK(SCHOOL ZONE) <u>100 FT. NORTH OF OLD SCHOOL TO 100 FT. SOUTH OF NEW SCHOOL</u>	25 M.P.H.
WOODLAND TRAILS	35 M.P.H.

MOTION CARRIED.

11. MOTION BY GADDIS LINDSEY SECONDED BY DAVID LOYD TO APPROVE CONTINUING MAINTENANCE AGREEMENT WITH P & P ASSOCIATES, FOR TYPEWRITERS. MOTION CARRIED. COPY ATTACHED.

12. NO ACTION TAKEN ON AGENDA ITEM CONCERNING COUNTY CONTRACTS.

13. MOTION BY DAVID LOYD SECONDED BY TOMMY STANLEY TO APPROVE PURCHASING MAINTENANCE AGREEMENTS ON GTE TELEPHONE SYSTEM AND POSTAGE MACHINE RECENTLY PURCHASED FROM PITNEY BOWLES. MOTION CARRIED. COPIES ATTACHED.

14. BILL STARNES, PRESIDENT OF THE UPSHUR COUNTY HISTORIC COMMISSION, MET WITH COURT TO REQUEST FUNDS IN THE AMOUNT OF \$11,287.00. MOTION BY DAVID LOYD SECONDED BY KENNEY THOMPSON TO APPROVE BUDGET AMENDMENT WHERE MONIES ARE TO COME FROM THE GENERAL FUNDS AND TO BE PUT INTO THE UPSHUR COUNTY HISTORICAL COMMISSION ACCOUNT. MOTION CARRIED.

16. NO ACTION TAKEN ON AGENDA ITEM CONCERNING CONSTABLE CLODDIE HENSON'S REQUEST FOR AN ADDITIONAL DEPUTY CONSTABLE. MR. HENSON WAS NOT PRESENT.

15. MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO APPROVE BOND AND OATH OF DEPUTY CONSTABLE LARRY SEWELL. MOTION CARRIED. COPY ON FILE IN COUNTY CLERK'S OFFICE IN OFFICIAL BOND BOOK, VOLUME 7 PAGE 369. MOTION CARRIED.

17. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO APPROVE FOR RECORDING PURPOSES ONLY THE SIGNED INTERLOCAL AGREEMENT FOR COOPERATIVE PURCHASING, BETWEEN UPSHUR COUNTY AND THE HOUSTON-GALVESTON AREA COUNCIL. MOTION CARRIED. COPY ATTACHED.

19. MOTION BY DAVID LOYD SECONDED KENNEY THOMPSON TO APPROVE GIVING COUNTY JUDGE AUTHORITY TO EXECUTE WRITS OF ENTRY AGREEMENTS FOR RIGHT OF WAYS NECESSARY TO CONSTRUCT THE SABINE RIVER BRIDGE. MOTION CARRIED. AGREEMENTS ATTACHED.

20. MOTION BY GADDIS LINDSEY SECONDED BY KENNEY THOMPSON TO APPROVE PAYMENT OF THE ASSESSMENT FOR UPSHUR COUNTY FOR THE FISCAL YEAR 1996-1997 FROM THE FIRST ADMINISTRATIVE JUDICIAL REGION. AMOUNT OF ASSESSMENT IS \$1,984.27. MOTION CARRIED. COPY ATTACHED.

18. MOTION BY DAVID LOYD SECONDED BY TOMMY STANLEY TO APPROVE SPECIAL ROAD USE AGREEMENT SUBMITTED BY EARNEST REDFEARN TO HAUL LOGS ON ROGERS ROAD.

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

SPECIAL ROAD USE AGREEMENT SUBMITTED BY ROBERTSON LOGGING TO HAUL LOGS ON CACTUS.

PERMIT APPLICATION SUBMITTED BY MARLOUS KARLICC TO INSTALL CULVERT IN ROW OF PECAN.

RESERVES MANAGEMENT TO HAUL HEAVY EQUIPMENT AND GRAVEL ON PERSIMMON AND WEEPING WILLOW ROAD.

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

MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO ADJOURN.

COPY OF ATTENDANCE SHEET PLACED INTO MINUTES FOR MATTER OF RECORD ONLY.

Charles Still  
JUDGE CHARLES STILL

Gaddis Lindsey  
COMMISSIONER GADDIS LINDSEY

Tommy Stanley  
COMMISSIONER TOMMY STANLEY

David Loyd  
COMMISSIONER DAVID LOYD

Kenney Thompson  
COMMISSIONER CHARLES (KENNEY) THOMPSON

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

30 OCT 1996

Approved Disbursements  
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 10/28/96 thru 10/30/96

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
58746-AP	10/28/96	360 COMMUNICATIONS	\$152.60	\$152.60	SUP&CCP-ACCT#0M00318/OCT-9'96 BILLING
58747-AP	10/28/96	ARAMARK UNIFORM SERVICES, IN	\$203.50	\$40.70	PCT#3-CUST#5963001/UNIFORM SERVICE
				\$40.70	PCT#3-CUST#5963001/UNIFORM SERVICE
				\$40.70	PCT#3CUST#5963001/UNIFORM SERVICE
				\$40.70	PCT#3-CUST#5963001/UNIFORM SERVICE
				\$40.70	PCT#3-CUST#5963001/UNIFORM SERVICE
58748-AP	10/28/96	ARKLA GAS	\$11.45	\$11.45	PCT#3-ACCT#0921334261002/OCT 15'96 BILLING
58749-AP	10/28/96	B & D SALES	\$75.00	\$75.00	D. A-JAMES BEALL/HOT CK RESTITUTION
58750-AP	10/28/96	BARFIELD ENTERPRISES	\$142.92	\$142.92	PCT#2-(15-88)TONS-SLAG#9-00per ton
58751-AP	10/28/96	BARRY WALLACE, ATTY	\$842.50	\$150.00	D CT-CAUSE#403-94 INT OF PAMELA&DEAN HARROFF
				\$250.00	D CT-CAUSE#J-25-96-K E L
				\$442.50	D CT-CAUSE#10,376 ANNIE FLORELLE BROWN RECORD
58752-AP	10/28/96	BAXTER SALES CO, INC	\$155.95	\$155.95	CO JAIL-(2)cs KITCHEN TOWELS; SCENE CONCENTRATE; PRO LYSOL
58753-AP	10/28/96	BEN SHEPPERD	\$491.47	\$491.47	CO AUD-REIMBURSE/620mi@ 29; MEALS; LODGING(TACA CONF#N BRAUNFELS)
58754-AP	10/28/96	BISHOP & BISHOP, P.C.	\$250.00	\$250.00	D CT-CAUSE#11,661 COY WAYNE WELLS
58755-AP	10/28/96	BOGEL SALES INC	\$372.60	\$392.50	I.C-(10)cs. B 1/2x11 COPY PAPER(5)cs 9 1/2x11 BLANK DIS-PAPER
				\$19.90CR	CO MAINT-INV#100399/CORRECTION OF CHR@
58756-AP	10/28/96	CALAME, LINEBARGER&GRAHAM	\$4,047.34	\$4,047.34	CO TAX-SEPT'96 DELINQUENT TAX-ATTY FEES
58757-AP	10/28/96	CHARLES K THOMPSON	\$594.15	\$594.15	COMM CT-REIMBURSE/965 4mi@ 29ea; MEALS, LODGING (COMM CONF@LIBBOCK)
58758-AP	10/28/96	CHARLES L. STILL	\$620.90	\$620.90	COMM CT-REIMBURSE/968mi@ 29ea; MEALS, LODGING(C OMM CONF@LUBBOCK)
58759-AP	10/28/96	COMMUNITY REHABILITATION	\$330.00	\$330.00	CCP-SEPT'96 CONTRACT SERVICES
58760-AP	10/28/96	COMPLETE BUSINESS	\$485.05	\$51.93	CO. EXT-CUST#LN0461/RICOH(3847 COPIES-09/01/96-10/01/96)
				\$19.33	D JUDGE-CUST#LN0461/RICOH(1432 COPIES MADE-09/01/96-10/01/96)
				\$89.04	D. CLK-CUST#LN0461/RICOH(6666 COPIES 09/01/96-10/01/96)
				\$36.61	CO JUDGE-CUST#LN0461/RICOH(2712 COPIES 09/01/96-10/01/96)
				\$21.47	CO TREAS-CUST#LN0461/RICOH(1590 COPIES 09/01/96-10/01/96)

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Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 10/28/96 thru 10/30/96

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$22 82	JP-CUST#LN0461/RICDH(1690-COPIES 09/01/96-10/01/96)
				\$30 56	CO JAIL-CUST#LN0461/COPY COUNT CONT 2264 COPIES-09/01/96-10/01/96
				\$36 33	CD 5-CUST#LN0461/RICDH(2711 COPIES-09/01/96-10/01/96)
				\$164 08	CD CLK-CUST#LN0461/RICDH(12154 COPIES-09/01/96-10/01/96)
				\$12 88	CD AUD-CUST#LN0461/RICDH(954 COPIES-09/01/96-10/01/96)
58761-AP	10/28/96	D & W PRINTING COMPANY	\$496 50	\$496 50	CD CLK-COMPUTER RECEIPTS(11,000)
58762-AP	10/28/96	DALLAS COUNTY INSTITUTE OF F	\$700 00	\$700 00	JP#2-MARY JOHNSTON/AUTOPSY 9/24/96
58763-AP	10/28/96	DARBY-EQUIPMENT COMPANY	\$86 40	\$86 40	PCT#2-(24)NUTS & STUDS
58764-AP	10/28/96	EAST TEXAS PAVING COMPANY, I	\$26,676 00	\$4,368 00	PCT#1-2400'x21'SLURRY SEAL(ENTRANCE 726 TO GATE)
				\$22,308 00	PCT#1-14,300'x18'SLURRY SEAL&DIANA ROADS
58765-AP	10/28/96	ECONOMY AUTO SUPPLY, INC	\$10 00	\$10 00	CD BLDG-SHOP LABOR FOR DRILLING-OUT STUDS
58766-AP	10/28/96	ED DORBETT	\$800 00	\$800 00	D A-RON RUMSEY/HOT CK RESTITUTION
58767-AP	10/28/96	FANNIN FARM EQUIPMENT	\$15 00	\$15 00	PCT#3-SEPT'96 CYL. RENT
58768-AP	10/28/96	FLOWERS THRIFT STORE	\$78 00	\$78 00	CO JAIL-(200)LOAVES OF BREAD
58769-AP	10/28/96	FUTURE EQUIPMENT CO, INC	\$1,684 81	\$796 85	PCT#1-PARTS FOR ALAMO BOOM-AX; LABOR; INCOMING-FREIGHT
				\$669 95	PCT#1-LOCKWASHER, BLADE SET, BOLT, NUT&ASSY BLADE
				\$68 78	PCT#1-(2)ASSY HANDLE
				\$512 90	PCT#4-BOOM AXE PARTS
				\$81 66	PCT#4-PARTS FOR BOOM AXE
				\$445 33CR	PCT#1-ALAMO GROUP(WARR)
58770-AP	10/28/96	GALL'S INC.	\$235 92	\$235 92	DPS
58771-AP	10/28/96	GENERAL SERVICES COMMISSION	\$350 00	\$350 00	NON DEPT-SUBSCRIPTION FOR MO MICROFICHE&HARD COPY 1997
58772-AP	10/28/96	GENERAL TELEPHONE COMPANY	\$297.96	\$297 96	SUP-#L00-5457/OCT 7'96 BILLING
58773-AP	10/28/96	GILMER DRUG COMPANY	\$810 05	\$14 09	CO JAIL-SMALLOR CAIN/PRESCRIPTION
				\$9 59	CO JAIL-GREVIE BROWN/PRESCRIPTION
				\$157 04	CO JAIL-JASON ANDERSON/PRESCRIPTIONS
				\$96 90	CO JAIL-J ODOM; A BROWN/PRESCRIPTIONS
				\$17.99	CO JAIL-MORRIS WILSON/PRESCRIPTION

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

30 OCT 1996

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 10/28/96 thru 10/30/96

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$79.93	CO JAIL-R. RAY; J. JOHNSON; C. REINHART/PRESCRIPTI ONS
				\$112.39	CO JAIL-FRED TAYLOR/PRESCRIPTION
				\$24.35	CO JAIL-MORRIS WILSON/PRESCRIPTIONS
				\$13.32	CO. JAIL-MICHAEL WALLER/PRESCRIPTIONS
				\$93.79	CO JAIL-KEVIN PETRICK; MICHAEL WALLER/PRESCRIPTIONS
				\$9.60	CO JAIL-MORRIS WILSON/PRESCRIPTION
				\$79.95	CO JAIL-J. DDOM; J. JOHNSON; G. BROWN/PRESCRIPTION S
				\$10.45	CO JAIL-JACK DDOM/PRESCRIPTION
				\$51.80	CO JAIL-WILLIE BROWN/PRESCRIPTION
				\$38.86	CO JAIL-GREVIE BROWN/PRESCRIPTIONS
58774-AP	10/28/96	GILMER MUFFLER SHOP	\$58.00	\$58.00	PCT#3-6610 FORD MUFFLER
58775-AP	10/28/96	GILMER OFFICE CENTER	\$250.30	\$250.30	CO AUD-2,500 PURCHASE ORDERS
58776-AP	10/28/96	GILMER SEED & FEED COMPANY	\$196.71	\$116.71 \$80.00	PCT#3-BARB WIRE; CROSS TIES; INT ON ACCT PCT#3-GATE (PRISONERS DROPPED TREE ON GATE)
58777-AP	10/28/96	GRADY OILES	\$2,669.25	\$69.25 \$2,600.00	DPS-COMPUTER CABLE & PRINTER RIBBONS DPS-(1) IBM 330 COMPUTER SYSTEM, MONITOR, HP PRINTER
58778-AP	10/28/96	GREGG CO. JUVENILE PROBATION	\$1,620.00	\$1,620.00	ISP-SEPT '96 DETENTION/DH; AM; JP; RH; JM; RM; DH, CJ
58779-AP	10/28/96	H&D TIRE & AUTOMOTIVE	\$1,685.99	\$8.58 \$2.84 \$26.86 \$28.33 \$100.26 \$28.57 \$37.53 \$26.19 \$1.40 \$17.31 \$3.14 \$13.00 \$23.29 \$46.23 \$23.70 \$4.72 \$3.19 \$11.30 \$4.00 \$1.61 \$10.00 \$3.31	PCT#2-TOILET BOWL WAX; OVERFLOW TUBE; WASHERS CT. HSE-DRILL BIT PCT#1-DRIVEWAY MARKERS; GLOVES (5) CT. HSE-PLYERS; PIPE WRENCH PCT#3-FILTERS(12); AIR FILTER, WING NUT PCT#1-BULBS; LIGHT LENS; GLOVES PCT#1-HYDRAULIC FITTINGS; SUPER FUNNEL; HYDRAULIC HOSE PCT#3-HYDRAULIC FITTINGS2; HYDRAULIC HOSE PCT#1-HAND SCRAPER PCT#1-SOLONOID; SWITCH CT. HSE-CEMENT FOR PIPES PCT#4-TUBE; LABOR CT HSE-CHANNEL LOCK PLYERS (2 PR) PCT#3-BRAKE PART, TOWELS CO-S-GLOVES PCT#4-CLAMP; HOSE PCT#3-NIPPLE; SCREW EXTRACTOR PCT#1-LEAK SEALER; DISC PCT#2-VALVE STEMS CT HSE-ADAPTER CO-S-LABOR - UNIT#2 PCT#4-ADAPTER

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Approved Disbursements  
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 10/28/96 thru 10/30/96

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$136 87	PCT#2-ALTERNATOR; METAL-BRAKE-PADS
				\$75 80	PCT#4-TUBES; CAPS
				\$375 56	PCT#2-TIRES; RECYCLE FEE; TUBES
				\$22 53	CT-HSE-LOCK; KEYS; WATER-HOSE-ENDS (2); CHAINS
				\$17 75	PCT#1-CHROME PAINT; BLACK PAINT; YELLOW PAINT; HITCH-RING; BRUSH
				\$54 58	PCT#3-GLOSSY BLACK PAINT; PAPER CUPS; FUSES; DUCT TAPE; BOW RAKES
				\$0 60	CT-HSE-SCREW-GAUGE
				\$1 96	CT HSE-ANCHORS
				\$52 66	CT HSE-TIRE; RECYCLE FEE
				\$81 10	PCT#4-AXE; SHOVELS (5); SHOVEL HANDLE; TAPE RULE; CHALK LINE; FLAG TAPE
				\$24 39	PCT#2-BROOM (2); CABLE CLAMPS
				\$176 33	PCT#1-BATTERY TERMINALS; TOOL; BATTERIES; RECYCLE FEE; CORE CHARGE
				\$9 01	CT HSE-TOOL
				\$35 79	PCT#1-METAL-BRAKE-PADS
				\$116 86	PCT#1-BALL JOINT; ALTERNATOR; CORE CHG; VOLTAGE REGULATOR; DISC (5)
				\$35 86	PCT#4-BULB; BRAKE-PADS; OIL-DRY
				\$22 96	PCT#3-HYDRAULIC FITTING
				\$22 52	PCT#3-BELTS; DUST COVERS
				\$2 50CR	PCT#3-RETURNED-DUST-COVERS
58780-AP	10/28/96	HAMILTON SCALES	\$86 00	\$86 00	NON DEPT-(12)BATTERIES FOR WHEEL SCALES
58781-AP	10/28/96	HANNAH JAMISON	\$13 49	\$13 49	NON DEPT-REIMBURSE/46 5mi@ 29ea(POSTAGE DELIVERY)
58782-AP	10/28/96	HENRY WHITLEY, P C	\$1,200 00	\$1,200 00	D CT-CAUSE#11, 262 JAMES WAYNE MCKINLEY
58783-AP	10/28/96	HERBERT L YOUNG	\$2,678 44	\$2,622 62	PCT#3-(1225)gals DIESEL(1320)gals UNLEAD PREM GAS CONST#2-(51)gals UNLEAD PREM GAS
58784-AP	10/28/96	HOLMES CONCRETE PIPE	\$348 85	\$64 20 \$80 25 \$204 40	PCT#4-TILE 12" X 36" PCT#1-TILE 12" X 36" PCT#2-300-GAL-SEPTIC TANK; 4" PERFORATED PVC PIPE; 4" SDR-35 PIPE; FABRIC; ADAPTER; 4" "L"; GLUE
58785-AP	10/28/96	I DEAL COMPUTERS, INC.	\$4 95	\$4 95	911-(1)CINDER SWITCH
58786-AP	10/28/96	INDUSTRIAL POWER	\$86 88	\$86 88	PCT#4-MOTOR MOUNTS; CUSHION; SPACER; LOCK
58787-AP	10/28/96	JAMES A. CROW, JP#5	\$904 00	\$8 95 \$767 05	COMPUTER-(1)6' MODEM CABLE JP#3-REIMBURSE/2645mi@ 29ea 4/1-9/30/96(DEATHS&ARRAIGNMENTS)

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Approved Disbursements

ALL-Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 10/28/96 thru 10/30/96

Check #...	MC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$128.00	NON-DEPT-REIMBURSE/POSTAGE-STAMPS 4/19/96-9/30/96
58788-AP	10/28/96	JAMES STOKER	\$448.00	\$448.00	PCT#1-(112)loads DIRTE#4-00per load
58789-AP	10/28/96	JDDAC OFFICE SUPPLY	\$239.00	\$239.00	CO S-(1)GLOBAL 4730 SWIVEL ARM CHAIR
58790-AP	10/28/96	JOHN DEERE CREDIT	\$853.40	\$853.40	PCT#2-INV#73689/ACCT#999994161/TRACTOR BACKHOE(11'96)
58791-AP	10/28/96	K & S KWIK STOP	\$20.00	\$20.00	D A-CHRIS MCDONALD/HOT CK RESTITUTION
58792-AP	10/28/96	K&S KWIK STOP	\$7.58	\$7.58	CO-MAINT-(7-02)gal GAS
58793-AP	10/28/96	KELLY FORD TRACTOR, INC	\$326.53	\$321.04 \$5.49	PCT#3-SEAL&CLUSTER ASSY; NUT; BOLT; ADAPTER PCT#3-(1)CAP ASSY
58794-AP	10/28/96	KNOWLES LAW BOOK PUBLISHING,	\$66.47	\$66.47	D A-ERISMANS REVERSIBLE ERRORS IN TX REL26
58795-AP	10/28/96	LAIDLAW WASTE SYSTEMS	\$305.00	\$305.00	WASTE-ACCT#07020542/SEPT 30'96 COMPACTOR RENTAL
58796-AP	10/28/96	LAUREN PARISH	\$311.18	\$311.18	OCTOBER '96 JUVENILE PROBATION BOARD
58797-AP	10/28/96	LINDA CARROLL, CSR/RPR	\$170.00	\$80.00 \$90.00	D CT-COURT REPORTING 10/04/96 D. CT-COURT REPORTING 10/10/96
58798-AP	10/28/96	LONOVIEW ASPHALT INC	\$306.45	\$306.45	PCT#1-(13-04)TONS OIL-DIRT
58799-AP	10/28/96	M R PATTON	\$2,100.00	\$250.00 \$250.00 \$250.00 \$250.00 \$850.00 \$250.00	D CT-CAUSE#10,129 BILLY SHAW D CT-CAUSE#11,260 MARVIN REDMAN D CT-CAUSE#10,867 J D MCCOE D CT-CAUSE#11,549 JAMES LESTER NIX D CT-CAUSE#11,695 ALTON RAY EASLEY D CT-CAUSE#11,663 JAMES B WILSON
58800-AP	10/28/96	MICHAEL MARTIN, ATTY	\$600.00	\$250.00 \$350.00	D CT-CAUSE#10,537 ANNIE JONES-10/4/96 D. CT-CAUSE#11,677 PIERCE C. ALTMAN
58801-AP	10/28/96	MINETTE SMITH	\$15.00	\$15.00	D A-TYPESITTING&LAYOUT/INVESTIGATOR ID CARDS
58802-AP	10/28/96	MOORE MEDICAL CORP	\$23.02	\$23.02	CO JAIL-MEDICATION(IBUPROFIN, ASPIRIN, TYLENOL, ETC)
58803-AP	10/28/96	NATIONAL HEALTH LAB	\$64.27	\$64.27	CO JAIL-(3)APAP 1000(3)IBUPROFEN 200 MG 100
58804-AP	10/28/96	NEWSOME'S GROCERY	\$35.00	\$35.00	D A-KIM GRAHAM/HOT CK RESTITUTION
58805-AP	10/28/96	OFFICE DEPOT	\$1,769.95	\$1,769.95	COMPUTER-PARALLEL PRINTER CABLES, HP LASERJET 5P, HP DESKJET 870CSE; HP DESKJET 870CSE

WILLIAM P. G. 9

Approved Disbursements  
ALL-Checking Accounts

THE SOFTWARE GROUP, INC.

Disbursements Made from 10/28/96 thru 10/30/96

PAGE

Check #	MC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
58806-AP	10/28/96	PATRICIA HARRISON	\$180 00	\$180 00	CD CT-COURT REPORTING 10/03/96
58807-AP	10/28/96	PITNEY-BOWES	\$2,030 04	\$2,030 04	NON-DEPT-ACCT#1288928/#401-PARACEN EQUIP MAINT(6/96-10/96)
58808-AP	10/28/96	PIZZA HUT	\$39 83	\$39 83	D-CT-CAUSE#207-95-JURY MEALS
58809-AP	10/28/96	POSTMASTER	\$58 00	\$58 00	D CT-BOX 1052 ANNUAL RENT'96-97
58810-AP	10/28/96	PROFESSIONAL TECHNICAL ASSIS	\$810 50	\$52 00 \$100 00 \$658 50	PCT#2-BATTERY FOR RADIO CD S-RADIO REPAIR/SWB03280 PCT#2-RADIO/BOOM AXE-MOWING TRACTOR, ANTENNA; LABOR
58811-AP	10/28/96	GULL CORPORATION	\$166 13	\$8 38 \$157 75	I-C-(2)2001-CLEAN AIR REFRESHNER IC -PENS, LABELS, PENCILS, STAPLER, LINERS, FILE FOLDERS
58812-AP	10/28/96	ROADRUNNER EQUIPMENT CO.	\$11,500 00	\$11,500 00	PCT#1-DYNAPAC CC 21-A DOUBLE DRUM ROLLER
58813-AP	10/28/96	RONNIE-HARGROVE, -CHEIF APPRA	\$5,249 27	\$115 63 \$5,046 81 \$86 83	AVAIL SCHOOL-#824001454/1996 TAX AVAIL SCHOOL-#3242000/1996 TAX AVAIL SCHOOL-#824004423/1996 TAX
58814-AP	10/28/96	SAM HOUSTON STATE UNIVERSITY	\$140 00	\$140 00	SUP-REGIST/VICKY STANFIELD 10/6&8/96
58815-AP	10/28/96	SARTAIN-FLUID POWER, -INC	\$514 31	\$514 31	PCT#2-HYDRAULIC CYLINDER REPAIR, LABOR
58816-AP	10/28/96	SOUTHWESTERN ELECTRIC POWER	\$4,376 66	\$72 37 \$286 07 \$78 60 \$2,915 17 \$174 95 \$153 41 \$556 28 \$139 81	MOTOR BK-ACCT#25413695/OCT 11'96 BILLING BANK-ANNEX-ACCT#25410695/OCT 11'96 BILLING PORTER BLDG-ACCT#55685/OCT. 11'96 BILLING J CTR-ACCT#71686/OCT 11'96 BILLING ROCK-BLDG-ACCT#359669/OCT-15'96-BILLING ROCK BLDG-ACCT#40681/OCT 15'96 BILLING CO LIB-ACCT#60685/OCT 15'96 BILLING CO LIB-ACCT#402669/OCT-15'96-BILLING
58817-AP	10/28/96	SPRINT	\$22 32	\$22 32	TELE COMM-ACCT#131782320/SEPT 18'96 BILLING
58818-AP	10/28/96	TAC PROPERTY&CASUALTY	\$19,927 00	\$3,367 00 \$16,560 00	NON DEPT-#2300 AUTO PHYSICAL DAMAGE COVERAGE 10/1/96-10/1/97 NON-DEPT-#2300-PROPERTY COVERAGE 10/1/96-10/1/97
58819-AP	10/28/96	TAC-RISK-MANAGEMENT POOL	\$63,068 00	\$34,028 00 \$29,040 00	NON-DEPT-#2300/AUTO LIAB COVERAGE 10/1/96-10/1/97 NON DEPT-#2300 GENRAL LIAB. COVERAGE 10/1/96-10/1/97

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Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC.

Disbursements Made from 10/28/96 thru 10/30/96

Check #.	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
58820-AP	10/28/96	TEFTELLER & PELAI	\$750.00	\$250.00 \$250.00 \$250.00	D CT-CAUSE#11,674 M C MACKITT D CT-CAUSE#11,616 SHANNON OLIVER SMITH D CT-CAUSE#11,728 BILLY WAYNE HENDERSON
58821-AP	10/28/96	TEXAS DEPT. OF CORRECTIONS	\$360.00	\$360.00	CO JAIL-(12)MATTRESSES
58822-AP	10/28/96	TEXAS DIST. & CO. ATTY. ASSOC.	\$105.00	\$50.00 \$25.00 \$30.00	D A-TIM CONE MEMBERSHIP DUES-1997 D A-MARY BRUNSON, MEMBERSHIP DUES 1997 D A-RICHARD LINGLE, NEW MEMBERSHIP DUES 1997
58823-AP	10/28/96	THE SOFTWARE GROUP, INC	\$13,143.00	\$266.00 \$612.00 \$409.00 \$846.00 \$584.00 \$875.00 \$747.00 \$740.00 \$253.00 \$168.00 \$690.00 \$300.00 \$846.00 \$309.00 \$483.00 \$419.00 \$2,382.00 \$518.00 \$588.00 \$214.00	CO AUD-CUST#SC035367/FIXED ASSETS SERVICE 10/01/96-12/31/96 AD AUD-CUST#SC035367/BUGETARY ACCOUNTING SERVICE 10/01/96-13/31/96 CO AUD-CUST#SC035367/PURCHASING MODULE SERVICE 10/01/96-12/31/96 CO CLK-CUST#SC035367/CRIMINAL CASE SERVICE 10/01/96-12/31/96 CO CLK-CUST#SC035367/INSTRUMENT INDEX SERVICE 10/01/96-12/31/96 CO CLK-CUST#SC035367/CIVIL CASE MANAGEMENT SERVICE 10/01/96-12/31/96 CO CLK-CUST#SC035367/MISC FEES SERVICE 10/01/96-12/31/96 JP#4-CUST#SC035367/JP SERVICE 10/01/96-12/31/96 DA-CUST#SC035367/CRIM CASE MANAGEMENT SERVICE 10/01/96-12/31/96 DA-CUST#SC035367/CT ADMINISTRATION SERVICE 10/01/96-12/31/96 DA-CUST#SC035367/HOT CHECK MODULE SERVICE 10/01/96-12/31/96 D CLK-CUST#SC035367/CIVIL CASE MANAGEMENT SERVICE 10/01/96-12/31/96 D CLK-CUST#SC035367/CRIM CASE MANAGEMENT SERVICE 10/01/96-12/31/96 D CLK-CUST#SC035367/JURY CLIENT SUPP. SERVICES 10/01/96-12/31/96 D CLK-CUST#SC035367/CHILD SUPPORT SERVICES 10/01/96-12/31/96 CO TAX-CUST#SC035367/VOTER REGISTRATION SERVICES 10/01/96-12/31/96 CO TAX-CUST#SC035367/AUTOMATED TAX COLLECTION SERVICES 10/01/96-12/31/96 CO TREAS-CUST#SC035367/ACCOUNTS PAYABLE SERVICES 10/01/96-12/31/96 CO TREAS-CUST#SC035367/PAYROLL SERVICES 10/01/96-12/31/96 CO TREAS-CUST#SC035367/REVENUE SYSTEM SERVICES 10/01/96-12/31/96

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Approved Disbursements

ALL Checking Accounts

Disbursements Made from 10/28/96 thru 10/30/96

THE SOFTWARE GROUP, INC.

Check #	HC Date	Vender	Check Amount	Invoice Amt	Invoice Descriptions
				\$305 00	CO-TREAS-CUST#SC035367/BANK-RECONCILIATION SERVICES 10/01/96-12/31/96
				\$589 00	CO JAIL-WYSE COMPUTER MONITOR
58824-AP	10/28/96	THOMAS B. MCCLAIN	\$250 00	\$250 00	D CT-CAUSE#11,622 MALCOLM SPEIGHT
58825-AP	10/28/96	TWIN STATE TRUCKS, INC	\$64 78	\$64 78	PCT#1,2,3,4-KIT/SPEEDOMETER REDUCTION-GEAR
58826-AP	10/28/96	TYLER UNIFORM CO., INC	\$95 61	\$95 61	CD S-3 SHIRTS; SHIPPING
58827-AP	10/28/96	UPSHUR TAX ASSESSOR&COLLECTO	\$362 00	\$362 00	D A-SHARON STROMAN/HOT CK RESTITUTION
58828-AP	10/28/96	UPSHUR-RURAL ELECTRIC COOP.,	\$94 75	\$36 91	PCT#4-ACCT#121782522/OCT-15-96 BILLING
				\$27 37	PCT#2-ACCT#41186523/OCT. 18'96 BILLING
				\$30 47	PCT#2-ACCT#91396012/NEW BARN OCT 18'96 BILLING
58829-AP	10/28/96	UT HEALTH CENTER AT TYLER	\$92 06	\$92 06	IND-CHUCK E ISAAC/MEDICAL 9/09/96
58830-AP	10/28/96	VISA	\$807.21	\$572 58	CD S-ACCT#1505/AUG 4'96 BILLING
				\$234 63	CD JAIL-ACCT#1505/OCT 4'96 BILLING
58831-AP	10/28/96	WAL-MART #146	\$29 31	\$29 31	D A-CLIFFORD D. ARMSTRONG/HOT CK RESTITUTION
58832-AP	10/28/96	WALMART-STGRE-#146	\$51 50	\$4 34	D CT-TAPE&LETTER-SIZE ENVELOPES
				\$19 94	CD CLK-(2)pts CASSETTE TAPES
				9	CD MAINT-HOSE CLAMPS, RUBBER TIES
				3	CD S-PHOTO-PROCESSING
				8	JP#1-REIMBURSE/72mi@ 29ea 8/13&26/96
				0	ISP-SEPT'96 DETENTION/SC(4days@65 00per. day)
				8	CO-MAINT-EVAP-CORE-FREON-ANTIFREEZE-LABOR/88 DODGE
				3	CO S-UNIT#5/WATER PUMP; HOSE; ANTIFREEZE; LABOR
				2	CO-S-LIC#DDY-69C/PARTS AND LABOR
				0	CO S-UNIT#1/PARTS AND LABOR
				4	CO S-UNIT#23/BELT; PLUGS; WIRE; LABOR
				5	QTR ENDING 9/30/96 CT. COST&ARREST FEES REPORT

*Charles L. Still*  
COUNTY JUDGE, CHARLES L. STILL

*Gaddis Lindsey*  
COMMISSIONER PCT#1, GADDIS LINDSEY

*Tommy Stanley*  
COMMISSIONER PCT#2, TOMMY STANLEY

*David Loyd*  
COMMISSIONER PCT#3, DAVID LOYD

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

Total for AP - ACCOUNTS PAYABLE \$216,391.86

Grand Total \$216,391.86

NOV 17 1996

OCT 31 11:51 AM '96  
UPSHUR COUNTY, VA  
1 UNIT

### UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10-1-96 Dept. 403/Co. Clerk  
 Employee Judith McBride  
 Social Security No. \_\_\_\_\_ Emp. ID# 784

X	CHANGES(S)	FROM	TO
	Grade Step	7.4	4.1
	Rate	\$5.09/HR	\$5.15/HR
	Department		
	Position		

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

Comments:

Changed to comply with  
new hourly grade step table due to  
Federal law increase of minimum  
wage.

Authorized by:

Myma Harris

Approved by:

Date: 10-23-96

BP-G1503

# UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10-1-96 Dept. 450/D. Clark  
 Employee Paula Kimery  
 Social Security No. \_\_\_\_\_ Emp ID# 793

X	CHANGES(S)	FROM	TO
	Grade Step	7.4	4.1
	Rate	\$ 5.09/HR	\$ 5.15/HR
	Department		
	Position		

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

Comments: Changed to comply with new hourly grade step table due to Federal increase of minimum wage.

Authorized by: Dorinda Harris  
 Approved by: \_\_\_\_\_ Date: 10-23-96

**UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT**

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10-1-96 Dept. 451/9P1  
 Employee Jean Miller  
 Social Security No. \_\_\_\_\_ Emp. ID# \_\_\_\_\_

XI	CHANGES(S)	FROM	TO
VOL	Grade Step	5, 11	5, 2
	Rate	#5.48/HR	#5.50/HR
	Department		
	Position		

**REASON(S) FOR THE CHANGE(S)**

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

Comments. Changed to comply with new hourly grade step table due to Federal increase of minimum wage.

Authorized by [Signature]  
 Approved by: \_\_\_\_\_ Date: 10-23-96

# UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10-1-96 Dept. 499/ Jaf

Employee Hannah Jamison

Social Security No \_\_\_\_\_ Emp. ID# 743

X	CHANGES(S)	FROM	TO
	Grade Step	4,10	4,1
	Rate	\$ 5.09/HR	\$ 5.15/HR
	Department		
	Position		

### REASON(S) FOR THE CHANGE(S)

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

Comments: Changed to comply with new hourly grade step table due to Federal increase of minimum wage.

Authorized by: [Signature]  
 Approved by: \_\_\_\_\_ Date: 10-23-96

# UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

18  
P.P.C.  
47

Effective Date 10-1-96 Dept. 611/Pct#1

Employee Earl Beck

Social Security No. \_\_\_\_\_ Emp ID# 108

CHANGES(S)	FROM	TO
Grade Step	12.4	7.6
Rate	\$6.50/HR	\$6.50/HR
Department		
Position		

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

Comments: Grade step only changed to comply with new hourly grade step table due to Federal increase of minimum wage.

Authorized by [Signature]  
 Approved by \_\_\_\_\_ Date 10-23-96

## UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10-1-96 Dept. 611/Pct#1  
 Employee Ellis Jones  
 Social Security No \_\_\_\_\_ Emp ID# 666

X	CHANGES(S)	FROM	TO
	Grade Step	7.11	7.3
	Rate	\$6.04/HR	\$6.10/HR
	Department		
	Position		

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

Comments: Changed to comply with new hourly grade step table due to federal increase of minimum wage.

Authorized by: [Signature]  
 Approved by: \_\_\_\_\_ Date: 10-23-96

# UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10-1-96 Dept. 611/Pct #1  
 Employee Anthony Stone  
 Social Security No \_\_\_\_\_ Emp. ID# 742

20  
97  
P.P.

X	CHANGES(S)	FROM	TO
	Grade Step	4.10	4.1
VOL.	Rate	\$5.09/HR	\$5.15/HR
	Department		
	Position		

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

Comments. *Changed to comply with new hourly grade step table due to Federal increase of minimum wage.*

Authorized by Lynna Harris  
 Approved by \_\_\_\_\_ Date: 10-23-96

**UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT**

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10-1-96 Dept 612/Pct#2  
 Employee Charles Hargest  
 Social Security No \_\_\_\_\_ Emp. ID# 485

X	CHANGES(S)	FROM	TO
	Grade Step	7.7	4.3
	Rate	\$5.48/Hr	\$5.50/Hr
	Department		
	Position		

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

Comments: Changed to comply with new hourly grade step table due to Federal increase of minimum wage.

Authorized by: Royal Harris  
 Approved by: \_\_\_\_\_ Date: 10-23-96

## UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10-1-96 Dept. 612/Pct # 2  
 Employee Leon Jones  
 Social Security No \_\_\_\_\_ Emp. ID# 786

	CHANGES(S)	FROM	TO
VOL. 17	Grade Step	7.11	7.3
	Rate	\$6.04/HR	\$6.10/HR
	Department		
	Position		

### REASON(S) FOR THE CHANGE(S)

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

Comments Changed to comply with new hourly grade step table due to Federal increase of minimum wage.

Authorized by Amya Harris  
 Approved by \_\_\_\_\_ Date 10-23-96

# UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10-1-96 Dept 613/Pct#3  
 Employee George Glenn  
 Social Security No \_\_\_\_\_ Emp. ID# 509

X	CHANGES(S)	FROM	TO
	Grade Step	7.11	7.3
	Rate	\$6.04/HR	\$6.10/HR
	Department		
	Position		

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

Comments: Changed to comply with new hourly grade step table due to Federal increase of minimum wage.

Authorized by: [Signature]  
 Approved by: \_\_\_\_\_ Date: 10-23-96

**UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT**

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10-1-96 Dept. 613/Pet#3  
 Employee Jack Settles  
 Social Security No. \_\_\_\_\_ Emp. ID# 794

47 PG 24 VOL

X	CHANGES(S)	FROM	TO
	Grade Step	7, 11	7, 3
	Rate	\$ 6.04/HR	\$ 6.10/HR
	Department		
	Position		

**REASON(S) FOR THE CHANGE(S)**

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

Comments. Changed to comply with new hourly grade step table due to Federal increase of minimum wage.

Authorized by: Wynne Harris  
 Approved by: \_\_\_\_\_ Date: 10-23-96

**UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT**

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10-1-96 Dept. 613/Pct #3  
 Employee Ennis Gage  
 Social Security No \_\_\_\_\_ Emp. ID# 801

X	CHANGES(S)	FROM	TO
	Grade Step	7.11	7.3
	Rate	\$6.04/hr	\$6.10/hr
	Department		
	Position		

**REASON(S) FOR THE CHANGE(S)**

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

Comments: Changed to comply with new hourly grade step table due to federal increase of minimum wage.

Authorized by: Christina Harris  
 Approved by: \_\_\_\_\_ Date: 10-23-96

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**UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT**

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10-1-96 Dept. 613/Pct# 3  
 Employee Merald Raymond Jimmens  
 Social Security No. \_\_\_\_\_ Emp. ID# 802

X	CHANGES(S)	FROM	TO
	Grade Step	7, 11	7, 3
	Rate	\$6.04/HR	\$6.10/HR
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

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

Comments Changed to comply with new county grade step table due to Federal increase of minimum wage.

Authorized by [Signature]  
 Approved by \_\_\_\_\_ Date 10-23-96

**UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT**

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10-1-96 Dept. 510/Co Bldg.

Employee Kevin Leep

Social Security No. \_\_\_\_\_ Emp ID# 783

X	CHANGES(S)	FROM	TO
	Grade Step	4,3	1,4
	Rate	\$4.25/Hr	\$4.75/Hr
	Department		
	Position		

**REASON(S) FOR THE CHANGE(S)**

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

Comments. Federal Law increased minimum wage from \$4.25 per hour to \$4.75 per hour effective 10-1-96.

Authorized by: Megan Harris  
 Approved by: \_\_\_\_\_ Date: 10-22-96

**UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT**

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10-1-96 Dept. 650/Co. Library  
 Employee Ashlye Sharpe  
 Social Security No. \_\_\_\_\_ Emp. ID# 795

47 PG 28 VOL

X	CHANGES(S)	FROM	TO
	Grade Step	4,3	1,4
	Rate	#4.25/Hr	#4.75/Hr
	Department		
	Position		

**REASON(S) FOR THE CHANGE(S)**

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

Comments: Federal law increased  
minimum wage from \$4.25 per hour  
to \$4.75 per hour effective 10/1/96.

Authorized by: [Signature]  
 Approved by \_\_\_\_\_ Date: 10-22-96

VOL 6-1 PG 29

GRADE - STEP	1	2	3	4	5	6	7
1 0	4 35	4 50	4 65	4 75	4 90	5 05	5 15
2 0	4 75	4 90	5 05	5 15	5 35	5 50	5 65
3 0	4 90	5 05	5 15	5 35	5 50	5 65	5 80
4 0	5 15	5 35	5 50	5 65	5 80	5 95	6 10
5 0	5 35	5 50	5 65	5 80	5 95	6 10	6 20
6 0	5 65	5 80	5 95	6 10	6 20	6 35	6 50
7 0	5 80	5 95	6 10	6 20	6 35	6 50	6 65
8 0	6 10	6 20	6 35	6 50	6 65	6 80	6 95
9 0	6 35	6 50	6 65	6 80	6 95	7 10	7 25
10 0	6 50	6 65	6 80	6 95	7 10	7 25	7 40
11 0	6 80	6 95	7 10	7 25	7 40	7 50	7 65
12 0	7 10	7 25	7 40	7 50	7 65	7 80	7 95
13 0	7 40	7 50	7 65	7 80	7 95	8 10	8 25
14 0	7 80	7 95	8 10	8 25	8 40	8 55	8 65
15 0	8 10	8 25	8 40	8 55	8 65	8 80	8 95
16 0	8 40	8 55	8 65	8 80	8 95	9 10	9 25
17 0	8 80	8 95	9 10	9 25	9 40	9 55	9 70
18 0	9 25	9 40	9 55	9 70	9 85	9 95	10 10
19 0	9 55	9 70	9 85	9 95	10 10	10 25	10 40
20 0	9 95	10 10	10 25	10 40	10 55	10 70	10 85
21 0	10 40	10 55	10 70	10 85	11 00	11 15	11 25
22 0	11 00	11 15	11 25	11 40	11 55	11 70	11 85

Effective 10/01/96 minimum wage increased to \$4.75 per hour.

This hourly grade step table corresponds to the new salaried grade step table.  
The hourly rates are rounded up to the nearest \$.05.

Effective 09/01/97 minimum wage increases to \$5.15 per hour.



AGENCY	RADIO CALLS FEB., 1991	RADIO CALLS FEB., 1996	RADIO CALL INCREASE	PERCENT OF INCREASE
Upshur County Sheriff Office	1,528	2,001	473	31%
Gilmer P. D.	895	1,361	466	52%
Highway Patrol	238	398	160	67%
Ore City	259	333	74	29%
East Mtn. P. D.	270	317	47	17%
Big Sandy P. D.	457	297	160 Decrease	Decrease
Constables	32	123	91	284%
Wreckers	45	47	2	04%
Ambulance	15	51	36	240%
All Others	25	97	72	288%
Total Calls	3,764	5,025	1,261	33%
Telephone Calls Average Per Day Including 9-1-1 Calls	121	137		

850 - 1184  
 95 OCT 28 11:13  
 UPSHUR COUNTY, TX  
 DEPUTY

VOL 10A  
 PG 31  
 47

PGM : TCCRP16C  
 JCL : TPCRM12

TEXAS CRIME INFORMATION CENTER  
 SYSTEM MESSAGE VOLUME REPORT  
 FOR ORI: TX2300000

DATE : 08/03/1996  
 REPORTING : 08/01/1996  
 THRU : 08/31/1996

MKE	TOTAL	MKE	TOTAL	MKE	TOTAL	MKE	TOTAL	TIME INTERVAL	TOTAL
EA	3	ERG		ZPO		XSS		0000-0100	117
EA-P		ERV		ZS		XT		0100-0200	85
EAA		ES		ZV	1	XU		0200-0300	69
EB		ESS		ZV-T		XUN		0300-0400	31
EB-A		ET		ZW	12	XV	2	0400-0500	39
EB-F		ET-C		ZW-T		XVS		0500-0600	46
EB-P		EUD		CA		XW	12	0600-0700	16
EBP		EUL		CAA		MA		0700-0800	53
EBS		EUN		CB		MAA		0800-0900	103
ED	57	EUV		CF		MB	2	0900-1000	110
ED-C		EV	4	CG	1	MD		1000-1100	107
EF	1	EV-A		CL		NF		1100-1200	104
EF-A		EV-F		CM	2	NG		1200-1300	122
EF-F		EV-P		CP		MHV		1300-1400	129
EF-P		EVS		CRG		ML		1400-1500	189
EG	4	EW	27	CS		NN	1	1500-1600	133
EG-P		EW-C		CSS		NP	1	1600-1700	90
EHV		EWJ		CT		MPO	3	1700-1800	64
EL		EWJÇ		CU		MRG		1800-1900	43
EL-A		QA	27	CV	1	MS		1900-2000	60
EL-F		QB	12	CW	74	MSS		2000-2100	116
EL-P		QB-T		XA		MT		2100-2200	116
EMD		QG	48	XAA		MU		2200-2300	100
EMDC		QGL		XB	3	MV	3	2300-2400	126
EME	3	QHV		XBP		MW	11		
EMEC		QN		XD		LA		***TOTALS***	
EMI	2	QP		XF		LAA		TX2300000 TRANSACTIONS	2168
EMIC		QPO		XG	6	LB		TOT STATE TRANSACTIONS	4252148
EMJ	3	QS		XHV		LBP		TX2300000 (TCIC) REJECT %	2.6%
EMJC		QU		XL		LF		TOT STATE (TCIC) REJECT %	4.3%
ENN		QV	912	XN		LG			
ENV		QV-T		XNN		LL			
ENVC		QW	752	XN		LN			
EN	19	QW-T		XNS		LP			
ENS		QW-X	144	XP	1	LPS			
EP	1	ZA		XPS		LS			
EPS		ZB		XPO		LSS			
EPO	1	ZB-T		XNPO		LT			
EPOC		ZG		XRG		LV			
ENPD	1	ZP		XS		LVS			
						LW			

FILED  
 REX A. SHAI  
 COUNTY CLERK  
 96 OCT 28 AM 9:14  
 UPSHUR COUNTY, TX.  
 BY \_\_\_\_\_ DEPUTY

VOL 49 PG 32

FILLED  
 REX A. SWANSON  
 COUNTY CLERK

96 OCT 28 AM 9:13

UPSHUR COUNTY, TX.

BY \_\_\_\_\_  
 DEPUTY

STATEMENT No 3806  
 CUSTOMER NO. 2303  
 P.O. NO. \_\_\_\_\_

**P & P Associates**  
*Typewriter/Computer Service*  
 Topp Office Supply  
 P.O. Box 3348 • Longview, TX 75606  
 1904 Judson Rd. • Longview, TX 75601  
 (903) 758-8470 • FAX (903) 758-8665

Customer Name UPSHUR COUNTY COURT HOUSE  
 Address P.O. BOX 730  
 City & State GILMER TX 75644  
 Date Billed 9-23-96

Quantity	FOR: MAINTENANCE SERVICE AGREEMENT Period: From <u>4-1-96</u> To <u>3-31-97</u>	Unit Price	Cost
	SECOND HALF OF TYPEWRITER MAINTENANCE CONTRACT	SEP 21 1996	\$ 3,605.00
	Total Maintenance		\$ 1,802.50
	Sales Tax		EXEMPT
	Total Due		\$ 1,802.50

*We Appreciate Your Business*

VOL 47 PG 33

CUSTOMER NO: 2303  
 RENEWAL DATE: 03/31/96  
 INV. DATE: / /  
 ZONE: 03

UPSHUR COUNTY COURT HOUSE  
 P.O. BOX 730  
 GILMER, TX 75644  
 903-843-4001

03/18/96  
 PAGE NO. 1

TERRITORY 02

CONTACT: DONNA FLIPPO

ANNUAL CONTRACT RENEWAL  
 -----

SERIAL NO.	MODEL NO.	LOCATION	AREA	COST
0018712	6784	UPSHUR COUNTY	TREASURER	90.00
0107851	6787	UPSHUR COUNTY	DIST JUDGE	100.00
0128536	6787	UPSHUR COUNTY	JUDGE	100.00
0137327	6787	UPSHUR COUNTY	COMPTROLLER	100.00
0168735	6783	UPSHUR COUNTY	TAX COLLECTOR	70.00
0168751	6783	UPSHUR COUNTY	TAX COLLECTOR	70.00
0168845	6783	UPSHUR COUNTY	TAX COLLECTOR	70.00
0168902	6783	UPSHUR COUNTY	TAX COLLECTOR	70.00
0169049	6783	UPSHUR COUNTY	TAX COLLECTOR	70.00
0169174	6783	UPSHUR COUNTY	TAX COLLECTOR	70.00
0169253	6783	UPSHUR COUNTY	TAX COLLECTOR	70.00
0208722	6783	UPSHUR COUNTY	TREASURER	70.00
0214891	6783	UPSHUR COUNTY	RECORDS	70.00
0214953	6783	UPSHUR COUNTY	DIST CLERK	70.00
0215850	6783	UPSHUR COUNTY	RECORDS	70.00
0215908	6783	UPSHUR COUNTY	RECORDS	70.00
0288032	6783	UPSHUR COUNTY	DIST ATTORNEY	70.00
0663640	6746	UPSHUR COUNTY	RECORDS	65.00
0798311	6746	UPSHUR COUNTY	DIST CLERK	65.00
0799682	6746	UPSHUR COUNTY	AG. EXT.	65.00
0842432	6746	UPSHUR COUNTY	ADULT PROB	65.00 ✓
11-BDC06	6781	UPSHUR COUNTY	JEFFERSON PROBA	75.00 ✓
11-FR739	6783	UPSHUR COUNTY	JUV. PROBATION	70.00 ✓
11-HK311	1500	UPSHUR COUNTY	DISTRICT CLERK	70.00
11-LA339	1500	UPSHUR COUNTY	JP #1	70.00
11-LM751	1500	UPSHUR COUNTY	JP #1	70.00
11-RYC23	6781	UPSHUR COUNTY	J.P. JIM CROW	75.00
11-WTD59	6781	UPSHUR COUNTY	PROBATION	75.00 ✓
2023649	6705	UPSHUR COUNTY	TAX COLLECTOR	65.00
3570778	6783	UPSHUR COUNTY	INDG. HEALTH	70.00
3610254	6126C	UPSHUR COUNTY	SHERIFF COUNTY	65.00
4246520	6705	UPSHUR COUNTY	LIBRARY	65.00
43064437	SE1005	UPSHUR COUNTY	LIBRARY	65.00
4345835	6705	UPSHUR COUNTY	SHERIFF OFFICE	65.00
5151665	6705	UPSHUR COUNTY	JEFFERSON CT HO	65.00 ✓
5264808	6121	UPSHUR COUNTY	LIBRARY	65.00
5280354	6705	UPSHUR COUNTY	TREASURER	65.00
53196706	SE1005	UPSHUR COUNTY	J.P. OFFICE	65.00
5325919	105XL	UPSHUR COUNTY	SHERIFF COUNTY	65.00
52305450	1136CM	UPSHUR COUNTY	SHERIFF OFFICE	65.00
6061685	6747	UPSHUR COUNTY	DIST CLERK	90.00
6077690	6747	UPSHUR COUNTY	DIST. CLERK	90.00
6184327	6747	UPSHUR COUNTY	COURT REP 115TH	90.00
6201505	6705	UPSHUR COUNTY	DIST CLERK	65.00 ✓
6408443	6126C	UPSHUR COUNTY	TAX COLLECTOR	65.00
6735598	6126C	UPSHUR COUNTY	JAIL	65.00

UPSHUR COUNTY COURT HOUSE  
ANNUAL CONTRACT RENEWAL  
-----

PAGE 2  
03/18/96

SERIAL NO.	MODEL NO.	LOCATION	AREA	COST
68301465	8016	UPSHUR COUNTY	TAX COLLECTOR	90.00
77C002384	6025	UPSHUR COUNTY.	VOTER REGIST.	200.00

SUBTOTAL PAGE 2 : \$ 290.00

TOTAL AMOUNT DUE: \$ 3605.00  
TOTAL CONTRACT MACHINES: 48

**MEMO**

**Date:** 10-10-96

**To:** County Judge and Commissioners

**From:** County Auditor

**Re:** Maintenance Agreements on Telephone System and Postage Meter

**Telephone System** - On 10-31-96 the warranty period on the Courthouse's GTE telephone system ends. Attached is GTE's proposal for a maintenance plan for the year 11-1-96 through 10-31-97. The "Office Hours" Plan, which is equivalent to the service plan under the warranty as it now stands, provides for Monday through Friday 8:00 A.M. to 5:00 P.M. service. The cost is \$1,620.00 annually.

**Postage Machine** - The 90-day warranty period on the new postage machine and its peripherals has expired. Attached is Pitney Bowes' proposed one-year maintenance agreement. The cost is \$2,799.00.

If you have any questions, please contact me. Current consideration of these contracts is needed.

FILED  
REX A. SHAW  
COUNTY CLERK  
96 OCT 23 AM 9:13  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY



47 PG 37

September 20, 1996

UPSHUR COUNTY COURTHOUSE  
412 WOOD STREET  
GILMER, TX 75644

GTE Telephone Operations  
South Area-MC 1301-510  
Maintenance Contract Control Center  
1907 U.S Hwy 301 N  
Tampa, FL 33619-2639

RE: Account Number 30000000537

Dear DONA FLIPPO:

Your communication system has been covered by a comprehensive GTE Warranty. Your warranty will be expiring soon, and I'd like to offer you one of our GTE Maintenance Plans.

Enclosed, you will find information on two different plans from which you may choose. Our Office Hours Plan is most similar to the GTE Warranty you now have, and covers your communication system from 8 a.m. to 5 p.m., five days a week (not including holidays). Our Around-the-Clock Plan commits GTE technicians to service your equipment anytime, day or night, including holidays. Both Maintenance Plans come with an unconditional Guarantee. If for any reason, you're not satisfied with our service, you may cancel your plan, and GTE will refund any prepaid, unused months to you.

For your convenience, I've enclosed the following items: (1) a contract, so that you can continue your coverage without interruption; (2) GTE's "Service Performance Guarantee", guaranteeing GTE's service capabilities to our maintenance contract customers. The contract features both plans, so please be sure to circle the dollar amount of the plan you prefer, sign and return in the enclosed envelope. An approved copy will be returned. If you have any questions concerning either the Maintenance contract or Service Performance Guarantee, please call me at (903) 793-7212.

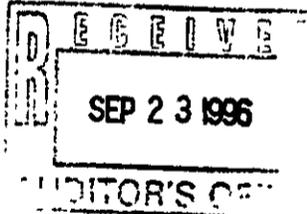
If you decide not to continue coverage with a GTE Maintenance plan, GTE will service your business on a "time and material" basis at the current GTE labor and drive time charge and material at full list price. Since an unexpected system problem could result in a major, unplanned expense, I encourage you to choose a GTE Maintenance Plan today.

Sincerely,

*Sharon Mattix*

Sharon Mattix  
BUSINESS ACCOUNT MANAGER

Enclosure



Sandy Rearden  
Maintenance  
Sales Associate



GTE Telephone Operations  
1907 U.S Hwy 301 North  
Tampa FL 33619-2639  
(813) 664-2079  
or  
1-800-876-4832  
Mail Code 1301-510



**COMMUNICATIONS SYSTEM  
MAINTENANCE AGREEMENT**  
FORM 80003308

Customer Name:	UPSHUR COUNTY COURTHOUSE
Customer ID:	30000000537
Proposal Number:	26913
Prepared By:	Marilyn Dawson
Printed On:	09/20/96
Proposal Valid Thru:	12/19/96

<b>1 THIS AGREEMENT IS MADE BETWEEN</b>	
<b>A Customer (subsequently referred to as "Customer")</b>	<b>B (GTE Entity) (subsequently referred to as "GTE")</b>
<p><b>CUSTOMER INFORMATION</b></p> <p>Customer Name UPSHUR COUNTY COURTHOUSE          Customer Id 30000000537          Proposal Number 26913          Printed On 09/20/96          Prices Valid Thru 12/19/96          Prepared By Marilyn Dawson</p> <p><b>BILLING INFORMATION</b></p> <p>P.O. Number          Tax ID Number          Billing Contact DONA FLIPPO          Telephone (903) 843-3083          Address 412 WOOD STREET          GILMER, TX 75644</p> <p><b>EQUIPMENT LOCATION</b></p> <p>Contact DONA FLIPPO          Telephone (903) 843-3083          Address 412 WOOD STREET          GILMER, TX 75644</p>	<p><b>PROPOSED BY</b></p> <p>GTE Entity GTE TELEPHONE OPERATIONS          Account Executive Sharon Mattix          Telephone (903) 793-7212          Mailing Address P O BOX 1997          Texarkana, TX 75504</p> <p><b>REPAIR SERVICE INFORMATION</b></p> <p>Repair Service Telephone (800) 527-2558          Response for Major Failures 24 Hours          Customer Help Line (800) 765-4357</p>

<b>2 MAINTENANCE COVERAGE AND PAYMENT OPTIONS</b>					
Please select a Coverage Option by checking the appropriate box and circle the desired Billing option:					
<input type="checkbox"/>	<b>OFFICE HOURS COVERAGE</b>	<b>Annual Payment(s)</b>	<b>Semi-Annual</b>	<b>Quarterly</b>	<b>Monthly</b>
	Year 1	\$ 1,620.00	\$ 826.20	\$ 421.20	\$ 143.10
<input type="checkbox"/>	<b>AROUND-THE-CLOCK COVERAGE</b>	<b>Annual Payment(s)</b>	<b>Semi-Annual</b>	<b>Quarterly</b>	<b>Monthly</b>
	Year 1	\$ 2,025.00	\$ 1,032.78	\$ 526.50	\$ 178.88
Contract Term - 12 month(s)			Proposed Effective Date - 11/01/96		

**GTE'S MAINTENANCE SERVICES GUARANTEE**

GTE guarantees to respond to service requests for Maintenance Service as stated in this Agreement, if GTE does not meet this commitment, GTE will credit Customer's account of refund \$100.00 to Customer.

In addition, at Customer's request, GTE will terminate this Agreement and will refund all money prepaid toward Maintenance Service for the remainder of this Agreement.

3 EQUIPMENT AND SERVICES COVERED					
SYSTEM	DESCRIPTION	MATERIAL CODE	COMPONENT QUANTITY	DESCRIPTION	COVERAGE TYPE
1	NORSTAR 8X24 KSJ	*NBKSJ *NSTA	1	NORSTAR 8X24 KSJ	NC
			22	TEL M7208 ASH W/BNDRY NIC ADA COMP	NC
2	CNET SINGLE LINE	*CENSL *SGLCT	16	TEL STARPLUS II HOLD ALM	NC
			53	TEL STD FEAT W/SPKRPHONE 3981 PEARL GRV	NC

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4 ATTACHMENTS	
Attachment: Terms and Conditions	Attachment: N/A
Attachment: Terms & Conditions	Attachment: N/A
Attachment: N/A	Attachment: N/A

5 AGREEMENT

GTE Sells and Customer purchases the Warranty and Maintenance Services shown on page 1 and described more fully on the reverse side of page 1 and 2 and referenced attachments. This Agreement includes important provisions concerning Limitations of Liability, warranties, and responsibilities for Long Distance, Toll, and other telecommunications charges incurred through use of the System.

A AGREED TO BY CUSTOMER	B ACCEPTED BY GTE
Signature	Signature
Printed Name	Printed Name <b>SANDY WILLIFORD</b>
Title	Title <b>SUPERVISOR MAINTENANCE CONTRACT ADMINISTRATION</b>
Date	Date

\* After acceptance, GTE will return a copy of this Agreement to you for your files.

\* Please DO NOT SEND PAYMENT with this Agreement, you will be invoiced after this Agreement has been accepted by GTE.

RETURN SIGNED AGREEMENT TO

GTE TELEPHONE OPERATIONS  
1907 U.S. Highway 301 W.  
MC 1301-510 N3C  
Tampa, FL 336192369

RECEIVED  
 AUG 19 1996

UPSHUR COUNTY

August 1996

BOX 730  
 COURTHOUSE  
 GILMER TX 75644-0730

**WARRANTY  
 EXPIRATION**

Your Pitney Bowes equipment\*\* was installed in May 1996; the 90 day Warranty will expire by August 31st. We recommend extending your service protection with an Equipment Maintenance Agreement. **ALSO, GET RATE CHANGE PROTECTION WITH SOFTGUARD.**

- EMA Benefits:
1. Unlimited Service Calls...
  2. Scheduled Maintenance At No Extra Cost...
  3. Parts and Labor Included...
  4. Budgeted Expense..., Know The Total Price, UpFront...
  5. Up To 6 Rate Changes (If "Description" Below Says SOFTGUARD ...)

This Agreement provides a comprehensive program, at a moderate price. In many cases, an annual Agreement costs less than ONE emergency call.

Our objective is to provide the best possible service to you and your equipment..., to make you a 100%, Very Satisfied Customer To put the agreement into effect, simply approve and return to me. Approved forms can be returned in the Postage-Paid-Envelope, or FAXED to the number listed immediately below Refer to other side of form for Terms and Conditions.

Sincerely,

*Alex Reese*

District Manager Customer Service

Effective date : \_\_\_/\_\_\_/\_\_\_

Model	SerialNo	Price Per Year	Description
** J050	0018259	\$ 141	15# PLATFORM
** J630	0005300	\$ 189	REPORT PRINTER
** U50G	0001180	\$ 295	SOFTGUARD RATE PROTECTION, UP TO 6 CHNG/YR
** UBH1	0001197	\$ 1265	PARAGON II INTEGRATED MODULE
** UF50	0001180	\$ 708	PARAGON II FEEDER SEALER MODULE
** USPO	0019436	\$ 201	POWER STACKER FOR PARAGON MAIL PROCESSOR

If you have any questions, call: (800) 322-8000 ... Ask for Gwen Benintende

Or, FAX: (504) 834-2700

- Please DO NOT enclose payment; your account will be invoiced for the amount due.

Authorized Approval \_\_\_\_\_ Date \_\_\_/\_\_\_/96

Printed Name \_\_\_\_\_ PO#, If Required \_\_\_\_\_



UPSHUR COUNTY HISTORIC  
COMMISSION

*dk*

October 28, 1996

Judge Charles Still and Upshur County Commissioners Court  
P. O. Box 790  
Gilmer, Texas 75644

Judge Still and Commissioners' Court:

This letter concerns the funds requested for the Sesquicentennial Celebration of Upshur County. The Upshur Historic Commission goes on record requesting specific funds.

In honor of the our county's 150<sup>th</sup> birthday, the Sesquicentennial Committee has published a book of family histories. Over 500 stories were accepted, and these stories give a clear picture of life in our county, recognizing pioneers from each area of the county.

The Committee made a note at the bank of over \$34,000.00. To date we owe \$11,287.00. We need to sell 217 more books to break even.

Because this project touches every corner of Upshur County, and because it is a useful tool in preserving our past, we ask the Commissioners' Court to underwrite the remainder of our debt.

We regard this as a worthy project and beneficial to all the county. The Historic Commission respectfully requests these funds of \$11,287.00.

Sincerely,

*Bill Starnes*  
Bill Starnes, President  
Upshur County Historic Commission

BS/cd

FILED  
REX...  
OCT 28 1996  
96 OCT 28 AM 9:14  
UPSHUR COUNTY, TX  
BY \_\_\_\_\_  
DEPUTY



INTERLOCAL CONTRACT/AGREEMENT FOR COOPERATIVE PURCHASING

ILA No. 96-700  
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Agreement"), made and entered into pursuant to the Texas Intergovernmental Cooperation Act [Government Code, Title 7, Chapters 741 & 791] by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 500, Houston, Texas 77027, and UPSHUR COUNTY, hereinafter referred to as the "local government" having its principal place of business at P O BOX 730 GILMER, TX 75644

WITNESSETH

WHEREAS, H-GAC is a regional planning commission created under Acts of the 59th Legislature, Regular Session, 1965, recodified as Texas Local Government Code, Chapter 391; and

WHEREAS, H-GAC has entered into this contract with the local government on the 13th day of MAY, 1996; and

WHEREAS, the local government registers its desire to purchase certain governmental administrative functions, goods, or services; and

WHEREAS, H-GAC hereby agrees to perform the scope of services outlined in ARTICLE 5, as hereinafter specified in accordance with this contract/agreement; and

NOW, THEREFORE, H-GAC and the local government do hereby agree as follows:

**ARTICLE 1: LEGAL AUTHORITY**

The local government warrants and assures H-GAC that it possesses adequate legal authority to enter into this contract. The local government's governing body has authorized its signatory official(s) to enter into this contract and to bind the local government to the terms of this contract and any subsequent amendments hereto.

96 OCT 23 AM 9:11  
UPSHUR COUNTY, TX  
BY \_\_\_\_\_

**ARTICLE 2: APPLICABLE LAWS**

H-GAC and the local government agree to conduct all activities under this contract in accordance with all applicable rules, regulations, ordinances and laws in effect or promulgated during the term of this contract.

**ARTICLE 3: WHOLE AGREEMENT**

The Interlocal Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this contract cannot be modified without written consent of the parties.

**ARTICLE 4: PERFORMANCE PERIOD**

The period of this contract shall be for the balance of the fiscal year of the local government which began Oct 1, 1996 and ends Sept 30, 1997. This contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the local government may make any payment due H-GAC beyond the fiscal year in which such obligation was incurred under this contract.

H-GAC or the local government may cancel this contract at any time upon 30 days written notice to the other party to this contract. The obligations of the local government, including its obligation to pay H-GAC for all costs incurred under this contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this contract, until performed or discharged by the local government

**ARTICLE 5: SCOPE OF SERVICES**

The local government appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program, as enumerated through submission of any duly executed purchase order, order form or resolution. All products purchased hereunder shall be in accordance with specifications established by H-GAC.

All products and services shall be procured by H-GAC in accordance with procedures governing competitive bids and competitive proposals, and at prices and administrative fees listed in current Contractor/Vendor Price Lists and H-GAC Forms.

(Continued on reverse side)

**ARTICLE 5: SCOPE OF SERVICES (continued)**

Ownership (title) of products purchased shall transfer directly from the contractor/vendor to the local government. The local government agrees to provide H-GAC with documentation of receipt and acceptance of products and services within five (5) days of acceptance of same.

**ARTICLE 6: PAYMENTS**

In accordance with the terms of this contract, the local government agrees that, upon presentation by H-GAC of a properly documented, verified proof of performance and a statement of costs H-GAC has incurred, it shall upon delivery and acceptance of products and services, promptly pay H-GAC, from current revenues available to the local government during the current fiscal year.

**ARTICLE 7: CHANGES AND AMENDMENTS**

Any alternations, additions, or deletions to the terms of this contract which are required by changes in Federal and State law or regulations are automatically incorporated into this contract without written amendment hereto, and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of services and products offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

**ARTICLE 8: TERMINATION PROCEDURES**

Either H-GAC or the local government may cancel or terminate this contract upon thirty (30) days written notice by certified mail to the other party. In the event of such termination prior to completion of any purchase provided for herein, the local government agrees to pay for services on a prorated basis for materials and services actually provided and invoiced in accordance with the terms of this contract, including penalties, less payment of any compensation previously paid.

**ARTICLE 9: SEVERABILITY**

All parties agree that should any provision of this contract be determined to be invalid or unenforceable, such determination shall not effect any other term of this contract, which shall continue in full force and effect.

**ARTICLE 10: FORCE MAJEURE**

To the extent that either party to this contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, judgment, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

**ARTICLE 11: VENUE**

Venue and jurisdiction of any suit, or cause of action arising under, or in connection with, this contract shall lie exclusively in Harris County, Texas.

**THIS INSTRUMENT, IN TWO (2) ORIGINALS, HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:**

• UPSHUR COUNTY  
 Name of Local Government  
 • P O BOX 730  
 Mailing Address  
 • GILMER, TX 75644  
 City State ZIP Code  
 By: Charles L. Still  
 Signature of chief elected official  
CHARLES L. STILL, COUNTY JUDGE 5-14-96  
 Typed Name & Title of Signatory Date

HOUSTON-GALVESTON AREA COUNCIL  
3555 Timmons Lane, Suite 500, Houston, TX 77027

By: [Signature]  
 Jack Steele, Executive Director  
 Date: 10-8-96  
 Attest: [Signature]  
 Deidre Vick, Public Services Dept. Manager

Date: 10/7/96  
Filed 2/95: 2K

**NOTE: Facsimile copies of this document are not acceptable as ORIGINALS.**



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

October 22, 1996

Jimmy F. Park  
7012 Bouman Rd.  
Arlington, Tx. 76016

In Re: Our previous telephone conversation.

Dear Sir:

Enclosed for your execution is the writ of entry agreement for the construction of the Sabine River Bridge. I feel the construction of this bridge will be advantageous to you and it will most certainly be an asset to the traveling public of Smith and Upshur Counties.

There are two copies of the writ to execute, keep one for your records and mail a signed copy back in the self-addressed, stamped envelope.

Thank you for your consideration. If you have questions feel free to call my office any time.

*Charles L. Still*  
Charles L. Still  
County Judge, Upshur County

cc/enclosures

FILED  
REX A. STANTON  
COUNTY CLERK  
96 OCT 23 AM 9:11  
UPSUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

**WRIT OF ENTRY AGREEMENT**

This is an agreement between Upshur County, Texas Department of Transportation, their contractors or agents, and Jimmy F. Park (landowner) under which the County is granted access to certain parts of the owners property in order to facilitate bridge removal, repair and construction.

**AGREEMENT AS FOLLOWS:**

1. **Grant of Entry:** The owner grants to Upshur County, Texas Department of Transportation, its contractor or agents the limited right of entry, access across and entry over that certain property owned by Jimmy Park in the area adjacent to the Sabine River on an Upshur County road known as River Road (TxDOT Road #425). The area is described as being 50 feet on either side of the established right of way of the said road and extending from the water edge of the river to the proposed north bridge abutment. Then continuing along said road for a distance of 300 feet from the north bridge abutment.
2. **Provisions:** Be it understood by all parties the abutment of the new bridge will have rock rip-rap protecting it. This rip-rap will extend on each side of the abutment and possibly into the easement area. This will be a permanent part of the new bridge structure.
3. **Indemnity:** The Department (Texas Department of Transportation) agrees to indemnify and hold the owners harmless from all loss, liability, claims, lawsuits and related expenses (including reasonable attorneys fees) arising from bodily injury, including death, to any person, or property damage, caused, in whole or in part, by the negligence or misconduct of the Department, its agents, contractors or invitees (collectively "Agents") which was alleged to have occurred while the Department or said Agents are on the owners' property, except to the extent said claims, etc. are held to have been caused by the active negligence or misconduct of the owners (unrelated to the condition of the owners' land).

The Department also agrees to repair any damage to the owners' area covered by this Agreement and to leave it in the same condition as when given.

4. Release of Writ: The County agrees to insure any property used will be released upon completion of the project in the same or better condition as when the project started.

**OWNER:**

Jimmy F. Park

Executed: \_\_\_\_\_, 1996

By: \_\_\_\_\_

**DEPARTMENT:**

Texas Department of Highways  
and Public Transportation

Executed: \_\_\_\_\_, 1996

By: \_\_\_\_\_

**UPSHUR COUNTY:**

Executed: 10-22 - \_\_\_\_\_, 1996

By: Charles S. Meiff  
County Judge, Upshur County



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

October 22, 1996

James Schuler  
Rt. 3 Box 359  
Gilmer, Tx. 75644

In Re: Our previous telephone conversation.

Dear Sir:

Enclosed for your execution is the writ of entry agreement for the construction of the Sabine River Bridge. I feel the construction of this bridge will be advantageous to you and it will most certainly be an asset to the traveling public of Smith and Upshur Counties.

There are two copies of the writ to execute, keep one for your records and mail a signed copy back in the self-addressed, stamped envelope.

Thank you for your consideration. If you have questions feel free to call my office any time.

*Charles L. Still*  
Charles L. Still  
County Judge, Upshur County

cc/enclosures

## WRIT OF ENTRY AGREEMENT

This is an agreement between Upshur County, Texas Department of Transportation, their contractors or agents, and James Schuler (landowner) under which the County is granted access to certain parts of the owners property in order to facilitate bridge removal, repair and construction.

## AGREEMENT AS FOLLOW:

1. **Grant of Entry:** The owner grants to Upshur County, Texas Department of Transportation, its contractor or agents the limited right of entry, access across and entry over that certain property owned by James Schuler in the area adjacent to the Sabine River on an Upshur County road known as River Road (TxDOT Road #425). The area is described as being 50 feet on either side of the established right of way of the said road and extending from the water edge of the river to the proposed north bridge abutment. Then continuing along said road for a distance of 300 feet from the north bridge abutment.
2. **Provisions:**
  - a. Be it understood by all parties the abutment of the new bridge will have rock rip-rap protecting it. This rip-rap will extend on each side of the abutment and possibly into the easement area. This will be a permanent part of the new bridge structure.
  - b. It is agreed by all agents involved in the removal of the old bridge and the construction of the new bridge that no timber or trees will be removed except what is absolutely necessary to complete the project.
3. **Indemnity:** The Department (Texas Department of Transportation) agrees to indemnify and hold the owners harmless from all loss, liability, claims, lawsuits and related expenses (including reasonable attorneys fees) arising from bodily injury, including death, to any person, or property damage, caused, in whole or in part, by the negligence or misconduct of the Department, its agents, contractors or invitees (collectively "Agents") which was alleged to have occurred while the Department or said Agents are on the owners' property, except to the extent said claims, etc. are held to have been caused by the active negligence or misconduct of the owners (unrelated to the condition of the owners' land).

The Department also agrees to repair any damage to the owners' area covered by this Agreement and to leave it in the same condition as when given.

- 4. Release of Writ: The County agrees to insure any property used will be released upon completion of the project in the same or better condition as when the project started.

**OWNER:**  
James Schuler

Executed: \_\_\_\_\_, 1996

By: \_\_\_\_\_

**DEPARTMENT:**  
Texas Department of Highways  
and Public Transportation

Executed: \_\_\_\_\_, 1996

By: \_\_\_\_\_

**UPSHUR COUNTY:**

Executed: 10-22-94, 1996

By: Charles F. Still  
County Judge, Upshur County



FILED  
REX A. SHAW  
COUNTY CLERK

96 OCT 28 AM 9:13

UPSHUR COUNTY, TX.

*First Administrative Judicial Region*

DEPUTY

**PAT McDOWELL**

*Presiding Judge*

133 N. Industrial Blvd.

Dallas, Texas 75207

*Administrative Assistant*  
**SANDY HUGHES**

Telephone  
(214) 653-2943  
Fax (214) 653-2957

To the County Judge and Commissioners' Court of Upshur County, Texas

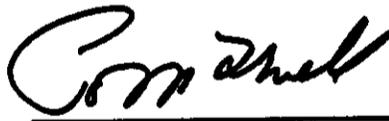
**CERTIFICATE OF APPROVAL**

As provided by the Court Administration Act, Chapter 74 of the Texas Government Code, this assessment is based upon the 1990 census.

Your 1996/1997 assessment is due, as follows:

1996/1997 Assessment.....\$1,984.27

  
SANDY HUGHES  
Administrative Assistant

  
Pat McDowell  
Presiding Judge



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

P. O. Box 1052  
GILMER, TEXAS 75644

Court Coordinator  
Terri Ross  
Phone (903) 843-2836  
FAX (903) 843-5108

October 8, 1996

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

Dear Judge Still:

Enclosed please find the assessment for Upshur County for the fiscal year 1996-1997 from the First Administrative Judicial Region.

If you have any questions regarding same, please feel free to contact me. Thank you for your attention in this regard.

Sincerely,

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

Lauren Parish

LP/tr

Enclosure

THE STATE OF TEXAS §  
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned EARNEST REDFEARN, 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) \_\_\_\_\_

ROGERS 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.

Earnest Redfearn  
First Party Signature

RT. 4 BOX 380A, TEXARKANA, ARK. 71854

Address

Tel. No: 501-653-2597 Date: 10-4-96

Charles L. ...  
County Judge

Madeline ...  
Commissioner 71

Tommy Stanley  
Commissioner 72

David Royl  
Commissioner 73

Commissioner 74

\*(Good for 90 days from date requested)

Date

FILED  
REX A. SHAW  
COUNTY CLERK  
96 OCT 23 AM 9:11  
UPSHUR COUNTY, TX.  
DEPUTY

VOL. 41 PG. 53

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned ROBERTSON LOGGING, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 2, Upshur County, 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) \_\_\_\_\_

\_\_\_\_\_ CACTUS \_\_\_\_\_  
\_\_\_\_\_

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.

William Robertson  
First Party Signature

Chas. L. Stitt  
County Judge

RT. 1 BOX 101  
Street or Box

Wadsworth Lindsey  
Commissioner 1

ORE CITY, TEXAS 75683  
City, State and Zip Code

Tommy Stanley  
Commissioner 2

968-6484  
Telephone

David D. Loyl  
Commissioner 3

\_\_\_\_\_  
Timber Tract

\_\_\_\_\_  
Commissioner 4

10-11-96  
Date Signed

\_\_\_\_\_  
Date Signed

Permit issued for a period not to exceed 90 days.

95 OCT 28 AM 9:11  
FILED  
REX A. SIMS  
COUNTY CLERK  
UPSHUR COUNTY, TX  
DEPUTY

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT #4

DATE 10-25-96

Formal notice is hereby given that MARLOUS KARLICC whose principal address is RT. 4 BOX 249, BIG SANDY, TX 78665 hereby propose to place a CULVERT within the ROW of County Road PECAN. 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 Marlous Karlicc TITLE \_\_\_\_\_

725-5877

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*  
*Jonny Stanley*

*David Ryzl*

FILED  
REX A. SIMS  
COUNTY CLERK  
OCT 28 AM 9:11  
DEPUTY

VOL 49 PG 55

FILED  
EX A SHAL  
COU

96 OCT 28 AM 9:14

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY  
UPSHUR COUNTY, TX.

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

BY \_\_\_\_\_  
DEPUTY

PRECINCT #3

DATE 10-25-96

Formal notice is hereby given that RESERVES MANAGEMENT whose principal address is P.O. BOX 9639, LONGVIEW, TX 75608 does hereby propose to place a HAUL HEAVY EQUIPMENT & GRAVEL within the ROW of County Road PERSIMMON AND WEEPING WILLOW 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 Ray Hanson TITLE \_\_\_\_\_

903-297-1171 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 Ruzel

Date: 10-28-96

COMMISSIONER COURT  
ATTENDANCE SHEET

Name	City of Residence
Bill Starna	Gilmer
Curtis Hart	RR - Gilmer
Mary Ann Patterson	Gilmer
LaBelle Crow	Gilmer
Amette Breckale	Gilmer
Joan Small	Chamber
Cassette Stewart	Gilmer
Mary Lou Jordan	Gilmer
Jan Williams	Library - Gilmer
Nancy Thompson	Library - Gilmer
Bob Roth	Ore City -
Diana Harris	Gilmer
Richard Stoll	"
Mac Overton	Wisor
Ben Shepperd	CH
Betty Terry	Gilmer
Virginia Carroll	"
Bob Crow	Gilmer
Mary Kay Kutz	Gilmer

56 OCT 28 11:51 AM  
 BY [Signature]  
 CLERK OF COURT  
 APR 11 1997

FILED  
 REX  
 COPY